

# Criminal Justice & Public Safety Committee Sheriff Agenda

November 19, 2019

**Committee Members:** Leggett, Geraghty, Simpson, Wild, Magowan, Sokol, Hogan, Braymer, Driscoll and Merlino.

- I. Committee meeting called to order by the Chairman
- II. Motion to approve minutes from prior committee meeting
- III. Action Agenda
  - A. Request Resolution for New Contract (*PrimeCare Medical of New York, Inc.*)
  - B. Request Resolution to Amend County Budget (*School Resource Officers*)
  - C. Request Resolution to Amend County Budget (*2017-18 PSAP Grant*)
  - D. Request Resolution to Extend Existing Contract (*FirstLight*)
  - E. Request Resolution to Extend Existing Contract (*FirstLight*)
  - F. Request Resolution to Create New Position (*Correction Officer*)
  - G. Request Resolution to Amend Existing Contract (*City of Glens Falls*)
  - H. Request Resolution to Amend Existing Contract (*Six Flags Great Escape*)
- IV. Referral/Pending Items
- V. Topics for Discussion
  - A. Preventative Maintenance & Service Contract for Communication Equipment (*WC 72-19 Bid opening November 12<sup>th</sup>*)
- VI. Motion to adjourn

**Attachments:**

1. Resolution Request Form #3, Request for New Contract
2. Resolution Request Form #7, Amend County Budget
3. Resolution Request Form #7, Amend County Budget
4. Resolution Request Form #4, Request to Extend Existing Contract
5. Resolution Request Form #4, Request to Extend Existing Contract
6. Resolution Request Form #11, Request to Create New Position
7. Resolution Request Form #12, Notice of Intent to Fill Vacant Position
8. Resolution Request Form #4, Request to Amend Existing Contract
9. Resolution Request Form #4, Request to Amend Existing Contract

# ***RESOLUTION REQUEST FORM NO. 3***

## ***Request for New Contract***

**DEPARTMENT NAME:** Sheriff

**DATE:** November 19, 2019

- (a) Is this a Result of a Bid or Request for Proposal? **Yes**
- (b) Purpose of Contract: **Medical care of Correctional Facility inmates**
- (c) Name of Contractor: **PrimeCare Medical of New York, Inc.**
- (d) Address of Contractor: **3940 Locust Lane, Harrisburg, PA 17109**
- (e) Contractor's Contact Person and Telephone Number: **Brent Bavington  
(717) 545-5787 (x1121)**
- (f) Has or will the Contract be provided, if so, please attach: **Yes**
- (g) Commencement Date of Contract: **January 1, 2020**
- (h) Termination Date of Contract: **December 31, 2021**
- (i) Payment Provisions:
  - i) lump sum amount
  - ii) hourly rate amount
  - iii) total amount not to exceed **\$3,280,702.69**
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.)
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount:**

**A.3150 470 General Sheriff's Correction Division - Contract \$3,280,702.69**

**Sample: A.3110 470 General Sheriff's Law Enforcement - Contract \$ xx.xx  
Capital Project No. H289.9550 480 - Old Jail Renovations \$xx.xx**

\* as listed in budget and LOGOS

# RESOLUTION REQUEST FORM NO. 7

## Request to Amend County Budget\*

*\*If this is the result of a grant award, also complete and submit Form No. 5 or 6*

DEPARTMENT NAME: Sheriff

DATE: November 19, 2019

(a) **Purpose of Amendment:** Amend County Budget to reflect revenue appropriate revenues and expenses for the second half of School Resource Officer contracts.

(b) **Appropriation Code, Object Code, Full Title and Amount:**

A.3120.1001 130 Sheriff's SRO's - Salaries Part Time (Hadley-Luzerne)	\$31,120
A.3120.1001 830 Sheriff's SRO's - Social Security (Hadley-Luzerne)	\$1,929
A.3120.1001 831 Sheriff's SRO's - Medicare (Hadley-Luzerne)	\$451
A.3120.1002 130 Sheriff's SRO's - Salaries Part Time (Queensbury)	\$31,120
A.3120.1002 830 Sheriff's SRO's - Social Security (Queensbury)	\$1,929
A.3120.1002 831 Sheriff's SRO's - Medicare (Queensbury)	\$451
A.3120.1003 130 Sheriff's SRO's - Salaries Part Time (North Warren)	\$16,374
A.3120.1003 830 Sheriff's SRO's - Social Security (North Warren)	\$1,015
A.3120.1003 831 Sheriff's SRO's - Medicare (North Warren)	\$237
A.3120.1004 130 Sheriff's SRO's - Salaries Part Time (Lake George)	\$31,120
A.3120.1004 830 Sheriff's SRO's - Social Security (Lake George)	\$1,929
A.3120.1004 831 Sheriff's SRO's - Medicare (Lake George)	\$451
A.3120.1005 130 Sheriff's SRO's - Salaries Part Time (Bolton)	\$15,560
A.3120.1005 830 Sheriff's SRO's - Social Security (Bolton)	\$965
A.3120.1005 831 Sheriff's SRO's - Medicare (Bolton)	\$225

(c) **Revenue Code (with title), and amount:**

A.3120.1001 2260 Sheriff's SRO's - Other Govt (Hadley-Luzerne)	\$33,500
A.3120.1002 2260 Sheriff's SRO's - Other Govt (Queensbury)	\$33,500
A.3120.1003 2260 Sheriff's SRO's - Other Govt (North Warren)	\$17,626
A.3120.1004 2260 Sheriff's SRO's - Other Govt (Lake George)	\$33,500
A.3120.1005 2260 Sheriff's SRO's - Other Govt (Bolton)	\$16,750

\*Please note all amounts must be in whole dollars - no cents.

# ***RESOLUTION REQUEST FORM NO. 7***

## ***Request to Amend County Budget\****

*\*If this is the result of a grant award, also complete and submit Form No. 5 or 6*

**DEPARTMENT NAME:** Sheriff

**DATE:** November 19, 2019

(a) **Purpose of Amendment:** Amend County Budget to properly budget for several 2019 expenditures from the 2017-18 PSAP State Homeland Security Grant.

(b) **Appropriation Code, Object Code, Full Title and Amount:**  
A.3020.4037 250 Sheriff's 911 Center \$71,232  
2017-18 PSAP Grant - Technical Equipment

(c) **Revenue Code (with title), and amount:**  
A.3020.4037 3380 Sheriff's 911 Center \$71,232  
2017-18 PSAP Grant - State Homeland Security Program

\*Please note all amounts must be in whole dollars - no cents.

# ***RESOLUTION REQUEST FORM NO. 4***

## ***Request for Extending, Rescinding or Amending Existing Contract***

**DEPARTMENT NAME:** Sheriff

**DATE:** November 19, 2019

- (a) Purpose of Contract Change: **To amend the commencement date to March 1, 2019 and terminate March 1, 2024**
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: **312 of 2018**
- (c) Name of Contractor: **FirstLight**
- (d) Address of Contractor: **41 State Street, Floor 10, Albany, NY 12207**
- (e) Contractor's Contact Person and Telephone Number: **Rob Daggett (518) 598-0900**
- (f) Commencement Date of Extension: **03/01/2019**
- (g) Termination Date of Extension: **03/01/2024**
- (h) Payment Provisions:
  - i) lump sum amount
  - ii) hourly rate amount
  - iii) total amount not to exceed **\$990**
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.) **monthly**
- (i) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount: **OR Capital Project OR Capital Reserve Project Number, and Title, and Amount:**

**A.3020 248 Sheriff's 911 Center, Data Processing & Internet Fees**

**Sample: A.3110 470 General Sheriff's Law Enforcement - Contract \$ xx.xx  
Capital Project No. H289.9550 480 - Old Jail Renovations \$xx.xx**

\* as listed in budget and LOGOS

## ***RESOLUTION REQUEST FORM NO. 4***

### ***Request for Extending, Rescinding or Amending Existing Contract***

**DEPARTMENT NAME:** Sheriff

**DATE:** November 19, 2019

- (a) Purpose of Contract Change: **To continue agreement with TVC Albany, Inc. d/b/a/ FirstLight Fiber to provide fiber link between Warren County Sheriff's Office and Washington County Department of Public Safety for Primary 911 Network Traffic**
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: **562 of 2015**
- (c) Name of Contractor: **FirstLight**
- (d) Address of Contractor: **41 State Street, Floor 10, Albany, NY 12207**
- (e) Contractor's Contact Person and Telephone Number: **Rob Daggett (518) 598-0900**
- (f) Commencement Date of Extension: **12/28/2019**
- (g) Termination Date of Extension: **12/31/2022**
- (h) Payment Provisions:
  - i) lump sum amount
  - ii) hourly rate amount
  - iii) total amount not to exceed **\$800**
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.) **monthly**
- (i) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount: **OR Capital Project OR Capital Reserve Project Number, and Title, and Amount:**

**A.3020 248 Sheriff's 911 Center, Data Processing & Internet Fees**

**Sample: A.3110 470 General Sheriff's Law Enforcement - Contract \$ xx.xx  
Capital Project No. H289.9550 480 - Old Jail Renovations \$xx.xx**

\* as listed in budget and LOGOS

# ***RESOLUTION REQUEST FORM NO. 11***

## ***Request to Create New Position***

**DEPARTMENT NAME:** Sheriff

**DATE:** November 19, 2019

- (a) Title of Requested Position: **Corrections Officer #80**
- (b) Annual **Base** Salary (and Grade of Applicable): **\$41,590**
- (c) Effective Date for New Position:\* **12/20/2019**  
\*Please do not backdate unless the purpose is to correct an error.
- (d) List Any Position in the Department's Table of Organization Being Deleted as a Result of this Request: (Include annual salary and grade if applicable):  
**Corrections Inspector (\$64,823)**
- (e) Where are Funds in the Budget for this Position? List Budget Code, Object Code, Full Title and Amount:  
**A.3150 110 General Sheriff's Correction Division Salaries - Regular**
- (f) Has Personnel Officer Reviewed and Approved of the New Position Title? **Yes**  
(This is necessary **BEFORE** bringing the request to committees.)
- (g) Is this a mandated position? If so, please explain:  
**Yes, NYS Commission of Correction minimum staffing requirements**
- (h) Is there expected revenue from this position? If so, please explain: **No**

# RESOLUTION REQUEST FORM NO. 12

Schedule "A"

## NOTICE OF INTENT TO FILL VACANT POSITION

This notice of intent is filed whenever a department head plans to fill an *existing* funded position in their budget that is vacated due to a retirement, resignation, termination or promotion. This notice may not be used for requests to create a *new* position. For complete instructions on the procedure to be followed, see the reverse of this form.

### DEPARTMENT HEAD COMPLETES THIS SECTION

Department: Sheriff Payroll Dept. No: 31.00  
Title of Position: Corrections Officer #80 Base Salary of Position: \$41,590 (1st yr) Grade: \_\_\_\_\_  
Filling at Step # (If Known): \_\_\_\_\_  
Budget code and title: A.3150 110 Sheriff's Correction Division Salaries - Regular Union  Non-Union   
This position is vacated due to:  Retirement  Resignation  Termination  Promotion  Other  
Employee No./Last Name: New Position Date of Vacancy: \_\_\_\_\_  
Is this position mandated?  Yes  No Is the position reimbursable?  Yes  No  
Source of reimbursement:  Federal \_\_\_\_\_ %  State \_\_\_\_\_ %  Other \_\_\_\_\_ %

### CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

Competitive-active eligible list  Competitive-no list (*hiring would be provisional*)  Non-Competitive  Other \_\_\_\_\_  
Actual Impact to Budget Report will be provided monthly by Human Resources Director  
Candidate's qualifications must be approved by Personnel Officer prior to hiring. POB 11/15/19  
Human Resources Director has approved this form when initialed. SE 11/15/19

### COUNTY ADMINISTRATOR COMPLETES THIS SECTION

- The Administrator has no objection to the filling of the vacancy.  
 The Administrator objects to the filling of the vacancy.

Administrator Signature [Signature] Date 11/15/19

### BUDGET OFFICER COMPLETES THIS SECTION

- The Budget Officer has no objection to the filling of the vacancy.  
 The Budget Officer objects to the filling of the vacancy.

Budget Officer Signature Frank E. Thomas Date 11/19/19

### SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee Criminal Justice & Public Safety

- The committee has no objection to the filling of the vacancy.  
 The committee objects to the filling of the vacancy.  
 In the case of an emergency, Committee Chair has no objection to the filling of the vacancy.  
 In the case of an emergency, Committee Chair objects to the filling of the vacancy.

Ranking Committee Member Signature [Signature] Date 11/19/19

## ***RESOLUTION REQUEST FORM NO. 4***

### ***Request for Extending, Rescinding or Amending Existing Contract***

**DEPARTMENT NAME:** Sheriff

**DATE:** November 19, 2019

- (a) Purpose of Contract Change: **Remove 3<sup>rd</sup> WHEREAS clause and part of last sentence of RESOLVED paragraph which states "with the County and the City being responsible for the respective salaries, compensation and/or benefits of the personnel of the responding party." Add language stating that the County reimburse the City of Glens Falls Fire Department at a rate of \_\_\_\_\_ if one of their paramedics goes on the Emergency Response Tactical Team outside of City limits**
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: **55 of 2018**
- (c) Name of Contractor: **City of Glens Falls**
- (d) Address of Contractor: **42 Ridge Street, Glens Falls, NY 12801**
- (e) Contractor's Contact Person and Telephone Number:
- (f) Commencement Date of Extension: **Upon Execution**
- (g) Termination Date of Extension: **5 Years from Date of Execution**
- (h) Payment Provisions:
  - i) lump sum amount
  - ii) hourly rate amount
  - iii) total amount not to exceed
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.)
- (i) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount: **OR Capital Project OR Capital Reserve Project Number, and Title, and Amount:**

**Sample: A.3110 470 General Sheriff's Law Enforcement - Contract \$ xx.xx  
Capital Project No. H289.9550 480 - Old Jail Renovations \$xx.xx**

\* as listed in budget and LOGOS

## ***RESOLUTION REQUEST FORM NO. 4***

### ***Request for Extending, Rescinding or Amending Existing Contract***

**DEPARTMENT NAME:** Sheriff

**DATE:** November 19, 2019

- (a) Purpose of Contract Change: **To amend and extend agreement to remove the agreed amount of \$70,000; Add police presence to be paid at an hourly overtime rate for the specific employee plus fringe benefits; and extend the agreement through the 2020 season at the amended terms and conditions**
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: **254 of 2019**
- (c) Name of Contractor: **Great Escape Theme Park (Six Flags)**
- (d) Address of Contractor: **1172 U.S. 9, Queensbury, NY 12804**
- (e) Contractor's Contact Person and Telephone Number: **Holly Rolleston**
- (f) Commencement Date of Extension:
- (g) Termination Date of Extension: **Extending through the 2020 Season**
- (h) Payment Provisions:
  - i) lump sum amount
  - ii) hourly rate amount
  - iii) total amount not to exceed
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.)
- (i) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount: **OR Capital Project OR Capital Reserve Project Number, and Title, and Amount:**

**Sample: A.3110 470 General Sheriff's Law Enforcement - Contract \$ xx.xx  
Capital Project No. H289.9550 480 - Old Jail Renovations \$xx.xx**

\* as listed in budget and LOGOS

## HEALTH SERVICES AGREEMENT

THIS AGREEMENT ("Agreement"), by and among the COUNTY OF WARREN, a municipal corporation with principal offices at 1400 State Route 9, Lake George, New York (the "County"), **PRIMECARE MEDICAL OF NEW YORK, INC.**, a New York business corporation, with principal offices at 3940 Locust Lane, Harrisburg, PA 17109 (hereinafter referred to as "PrimeCare"), **PROFESSIONAL CARE MEDICAL PRACTICE, P.C.**, (the "Medical P.C."), **PROFESSIONAL CARE DENTAL SERVICES, P.C.**, (the "Dental P.C."), **PERSONAL CARE REGISTERED PROFESSIONAL NURSING, P.C.** (the Nursing P.C.") (The Medical P.C., the Dental P.C. and the Nursing P.C. herein collectively referred to as "the P.C.s") each of which P.C. has its principal office located at 3940 Locust Lane, Harrisburg Pennsylvania 17109.

### WITNESSETH

WHEREAS, the County is charged by law with the responsibility for obtaining and providing reasonably necessary medical and dental care for inmates under the care and custody of the Warren County Sheriff (the "Sheriff") at the Warren County Jail Facility (the "Facility"); and

WHEREAS, the County desires to ensure the provision of comprehensive quality patient care services to inmates in accordance with applicable law; and

WHEREAS, the services of an organization willing and able to provide for administrative and management services with respect to the delivery of health care is required; and

WHEREAS, PrimeCare is capable of providing such administrative and management services, having been selected by means of a public procurement process, the Request for Proposal dated July 26, 2019 under RFP Number RFP-#GC-19-027-P (the "RFP"); and

WHEREAS, professional service corporations shall be solely responsible for all clinical services contemplated by this Agreement and all shareholders, directors, professional employees and contractors of such professional service corporations shall be duly licensed and authorized to provide such clinical services in the State of New York; and

WHEREAS, the Medical P.C. is a professional service corporation organized and existing under the laws of the State of New York, of which all physician-shareholders, employees and contractors are duly licensed to practice medicine in the State of New York; and

WHEREAS, the Dental P.C. is a professional service corporation organized and existing under the laws of the State of New York, of which all dentist shareholders, employees and contractors are duly authorized to practice dentistry in the State of New York; and

WHEREAS, the Nursing P.C. is a professional service corporation organized and existing under the laws of the State of New York, of which all nurse shareholders, employees and contractors are duly authorized to practice dentistry in the State of New York; and

WHEREAS, the P.C.s are willing and able to provide the medical and dental services, respectively, contemplated under this Agreement, the licensed professionals associated therewith having been selected as part of the RFP process.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, the parties agree as follows:

### ARTICLE I PROFESSIONAL SERVICES

1.1. Inmates Covered. The County hereby contracts with (i) the Medical P.C. to provide necessary medical care, and the Nursing P.C. to provide necessary nursing care, and (iii) the Dental P.C. to provide necessary dental care (collectively, the "Professional Services"), to all individuals legally committed to the custody and control of the Sheriff and who are in the actual physical custody of the Sheriff either within or outside the Facility. This

includes inmates at a hospital, and inmates who have intermittent sentences and spend part of the day in jail. The scope of the Professional Services are set forth in Section 1.2 below.

- (a) Inmates from Other Jurisdictions. Necessary Professional Services rendered within the Facility to inmates from other jurisdictions housed in the Facility pursuant to the contracts between the County and such other jurisdictions will also be the responsibility of the P.C.s and such inmates will be included in the daily population count. The P.C.s will arrange for necessary medical care for such inmates that cannot be rendered within the Facilities, but the P.C.s shall have no financial responsibility for such services rendered outside the Facility. The jurisdiction which placed the inmate at the Facility will be responsible for the cost of outside care and for making such financial arrangements to guarantee payment and assure medical treatment, as it deems appropriate for the inmate's care.

## 1.2. Scope of Professional Services.

- (a) The P.C.s shall, through their employed or contracted licensed professionals (the "Providers"), provide the Professional Services to the inmates of the Facility described below and as more specifically set forth in in the Proposal to Provide Inmate Health Care Services dated August 19, 2019 attached hereto as Attachment A and as modified by Correspondence dated August 29, 2019 attached hereto as Attachment B which are collectively hereby made a part of this Agreement. The P.C.s shall specifically and without limitation provide on a regular basis, all professional medical, dental, off-site inpatient hospitalization and related healthcare, mental health and dental care for the inmates. This will include, as applicable, a comprehensive physical and mental health evaluation of each inmate following entry and/or booking into the Facility, regularly scheduled sick call, twenty-four-hour nursing care, regular physician and dentist visits to the Facility, hospitalization, medical specialty services when medically necessary, and other professional services, all as more specifically described herein. With respect to the provision of Professional Services, to the extent this Article I conflicts with the provisions in Attachment A or B, this Article I will control.
- (b) The P.C.s will additionally provide treatment for staff employed by the County within the Facility with an emergency medical condition upon request of the Sheriff or his designee. However, the P.C.s will not be responsible for any follow-up off site care or associated costs, unless otherwise required by law. Under no circumstances will the P.C.s provide staff employed by the County with controlled substances.
- (c) All Professional Services rendered by the P.C.s hereunder shall meet constitutional and community standards of health care, Title VIII of the New York State Education Law ("Title VIII"), the New York State Commission of Correction Jail Standards, and meet all standards set forth in any memoranda issued by the Chairman of the New York State Commission of Correction, regarding the provision of health services in jail facilities and meet the most currently published Standards of the National Commission on Correctional Health Care for Jails ("NCCHC"). After commencement of this Agreement, if applicable, in the event the NCCHC modifies the standards in such a way that compliance with them increases the P.C.'s costs, such as requiring staffing levels above those required in this Agreement, the parties agree to renegotiate the cost of this Agreement to the extent necessary to cover the P.C.'s increased costs.

1.3. Ancillary Services. In addition to providing the general Professional Services described above, the Medical P.C., shall provide to inmates at the Facility special medical services including, but not limited to, radiology services and laboratory services to the extent reasonably necessary in the opinions of the Medical P.C.'s health care professionals. Where non-emergency ancillary care is required and cannot be rendered at the Facility, the Medical P.C. shall make arrangements with the Sheriff for the transportation of the inmates in accordance with Section 1.10 of this Agreement.

1.4. Emergency Services. The P.C.s shall provide, as medically necessary, emergency care to inmates through arrangements to be determined by the P.C.s with local hospitals. The P.C.s shall, at their own cost, arrange for qualified emergency ambulance transportation services when medically necessary in connection with off-site emergency medical treatment.

1.5. Hospitalization Services. The P.C.s shall arrange for the admission of any inmate who, in the opinion of a Provider or the P.C.'s Medical Director, requires hospitalization.

1.6. Injuries Incurred Prior to Incarceration.

- (a) The P.C.s will be responsible for the costs associated with the treatment of inmates who are in the physical custody of the Sheriff and who have been formally booked into the Facility. The P.C.s shall not be responsible for the costs associated with the treatment of inmates who have been committed to the Facility but who are in the physical custody of any person or agency other than the Sheriff. Whenever possible, inmates who are ill or injured while in the physical custody of the Sheriff but not in the Facility shall be brought to the Facility for evaluation by Providers before they are taken to another medical provider. The parties expressly agree that Sheriff's personnel are not expected to diagnose any inmate's condition and that those personnel may take an ill or injured inmate to the nearest emergency medical provider when they reasonably believe a delay will result in further injury to or the death of an inmate.
- (b) Neither PrimeCare nor the P.C.s shall be responsible for costs associated with Professional Services provided to any inmate during any unauthorized absence from the Facility or for any inmate not formally committed to and/or not in the physical custody of the Sheriff.

1.7. Elective Medical Care. The P.C.s will not be responsible for providing elective medical care to inmates. For purposes of this Agreement, "elective medical care" means medical care which, if not provided, would not, in the opinion of a Provider or the P.C.'s Medical Director, cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being. Decisions concerning elective medical care shall be consistent with the applicable and most currently published NCHC Standards. Any referral of inmates for elective medical care must be approved by the Sheriff or his designee prior to the provision of such services.

1.8. Pregnancy, Childbirth and Newborn Well Baby Care.

- (a) The Medical P.C. is responsible for delivery costs for the inmate.
- (b) The Medical P.C. is responsible for well-baby care for up to one (1) year from the date of delivery, should a female that delivers decide she wants to keep her infant with her. Health care of the infants in this program is the responsibility of the Medical P.C. Health care charges that are reimbursable through Medicaid will be the responsibility of the Medical P.C., which will complete the necessary forms for Medicaid reimbursement, with any and all benefit payments forwarded to the Sheriff. Transportation to physician appointments and supplies (formula, diapers etc.) will be the responsibility of the County. Should there be a circumstance where an infant is kept at the Facility, the Medical P.C. will be responsible for arranging and payment of on-call pediatrician services during this period.
- (c) All offsite infant care costs incurred by the Medical P.C. will be included in the aggregate cap for care under Sections 1.11, 5.3.

1.9. Inmate and Staff Education. The P.C.s shall conduct an ongoing health education program for inmates. If the Sheriff so desires and with the approval of the County's Personnel Officer, the P.C.s shall conduct the same program for correctional officers at the Facility.

1.10. Transportation Services

- (a) 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 the P.C.s shall pay, the Sheriff or his designee will, upon proper request by the P.C.s, their agents, employees or contractors, provide routine transportation, provided that such transportation is scheduled in advance. Each P.C. shall arrange for, at its own cost and when medically necessary (as determined by a Provider or the P.C.'s Medical Director), all emergency ambulance transportation of inmates in accordance with Section 1.4 of this Agreement.
- (b) However, all related security requirements, including necessary security staff, will be provided by the Sheriff, regardless of whether routine or emergency transportation is used, as stipulated in Section 3.3(c) of this Agreement.

- 1.11. Limitation on Fees Incurred for Care Rendered Outside of the Facility. The P.C.s will be responsible for all medical and dental expenses up to the limited amounts designated in paragraphs 5.3 and 5.4 and Schedule B below for the necessary services (including, but not limited to, hospitalizations, treatments, ambulance services, therapies, and diagnostic services) provided outside of the County's Facilities. No services, medications, or procedures rendered inside the Facilities will be included in this limit for Professional Services rendered outside of the Facilities. The County will pay the costs of outside services to the P.C.s that exceeds the designated limits. Charges shall be based upon the negotiated discounted rates paid by the P.C.s to the outside provider
- 1.12. Changes in Scope of Agreement. Notwithstanding anything herein to the contrary, if:
- (a) any applicable law, statute, rule, regulation, standard (including those applicable to the cost of outside medical care), collective bargaining agreement (new or existing), court order or decree, judgment of a labor board, or any 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 its respective officers or agents, as well as current state or County funded programs) is adopted, implemented, amended or changed; or if
  - (b) any standard of care or treatment protocol changes or evolves in any material respect, or if any new medication or therapy is introduced to treat any illness, disease or condition; or if
  - (c) any of the cost or historical information upon which PrimeCare and the P.C.s based their Proposal to provide Medical Services for Warren County Jail, dated August 20, 2019 (the "Proposal"), including but not limited to the information provided by the County in the RFP and answers to questions, proves to be inaccurate or incomplete in any respect; or if
  - (d) And if any such change in scope as described in (a), (b), or (c) materially affects the costs or obligations of either of the parties or impacts the scope of services or staffing to be provided hereunder, the parties agree to meet to negotiate compensation or service requirement changes in good faith within thirty (30) days following the giving of notice by one party to the other party of a change (whether such change is anticipated or implemented). If the parties fail to reach agreement regarding compensation or service requirement changes within the foregoing thirty (30) day period, then either party may terminate this Agreement upon one hundred twenty (120) days prior written notice.
- 1.13. Medical Records. The P.C.s shall maintain or cause to be maintained complete and accurate patient records for each inmate who has received Professional Services in accordance with applicable laws, regulations and/or accreditation standards, including NCCHC, ACA, the Health Insurance Portability and Accountability Act (HIPAA), and State of New York Statutes and Regulations ("Medical Records"). The Medical Records are the property of the County but shall be kept separate from the inmate's confinement records. A complete legible copy of the applicable Medical Record will be available, at all times, to the Sheriff and shall be available to accompany each inmate who is transferred from the Facility to another location for off-site services. No information contained in the Medical Records will be released by the P.C.s except as authorized by the County, provided by a court order, as needed to defend litigation against the P.C.s and/or PrimeCare, or otherwise in accordance with applicable law. The P.C.s will provide all forms, jackets and other materials necessary to maintain the Medical Records in a format acceptable to the Sheriff. Upon the termination of this Agreement, all Medical Records shall be delivered to and remain with the Sheriff. However, the County and the Sheriff will provide the P.C.s and PrimeCare with reasonable ongoing access to all Medical Records even after the termination of this Agreement for the purpose of defending litigation.
- 1.14. Staffing. The P.C.s shall make available all Providers, including physicians and dentists, and, as applicable, nurses and other qualified professionals necessary for the rendering of Professional Services to inmates at the Facility according to the weekly staffing matrix detailed in Attachment B of this Agreement. Attachment B reflects the agreed upon staffing pattern necessary for the P.C.s to provide the Professional Services required at the Facility for an average inmate population of up to 180 inmates. In all cases, P.C.s, as applicable, shall be responsible for maintaining adequate staffing levels to render medically necessary care.

- (a) Qualifications. All Providers made available by the P.C.s to render Professional Services hereunder shall be licensed, certified, registered and/or otherwise authorized to practice, as appropriate, in their respective areas of expertise, pursuant to the rules, regulations, and requirements of New York State.
  - (b) Sheriff's Satisfaction with Providers. If the Sheriff becomes dissatisfied with any Providers provided by the P.C.s hereunder for reasons other than those relating to their professional judgment, the P.C.s, as applicable, shall, in recognition of the sensitive nature of correctional services, following receipt of written notice from the Sheriff of dissatisfaction and the reasons therefor, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to the Sheriff, the P.C.s, as applicable, shall remove the Provider. Prior to removal, the P.C.s, will be allowed reasonable time to find an acceptable replacement. Nothing in this Section shall relieve the P.C.s of their obligation, at all times, to meet the staffing requirements of this Section.
  - (c) Subcontracting and Delegation. In order to discharge their obligations hereunder, the P.C.s will engage certain Providers as employees and, in addition, may engage certain Providers, upon prior written approval of each such professional from the County, which approval will not be unreasonably withheld, as independent contractors rather than as employees. Subject to the approval described above, the Sheriff consents to such engagement.
- 1.15. Use of Inmates in the Provision of Health Care Services. Inmates shall not be employed or otherwise engaged by the P.C.s, PrimeCare or the Sheriff in the direct rendering of any health care services. Upon prior written approval of the Sheriff, inmates may be used in positions not involving the rendering of health care services directly to inmates.
- 1.16. Discrimination. During the performance of this Agreement, the P.C.s and their employees, agents, and assignees shall (a) not discriminate against any employee or applicant for employment because of age, marital status, disability, genetic disposition or carrier status, race, color, creed, sexual orientation, sex or national origin, unless any of these factors is a bona fide occupational qualification as determined by the P.C.s; and (b) be solely responsible for any such decision regarding whether or not a factor is a bona fide occupational qualification. The P.C.s shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and PrimeCare shall at all times abide by the applicable provisions of the New York State Human Rights Law as set forth in New York State Executive Law Sections 290 – 301.

## ARTICLE II MANAGEMENT SERVICES

### 2.1. Scope of Services

- (a) Pursuant to a Management Services Agreement to be entered into by and between PrimeCare and each of the P.C.s concurrently with this Agreement (the "Management Agreement"), PrimeCare shall provide, or arrange for the provision of, the management and administrative services necessary or appropriate for the proper operation of the P.C.s in a criminal justice setting requiring 24-hour operations, as described below ("Management Services") and as further detailed in Attachment A, which is attached hereto and is hereby made a part of this Agreement. PrimeCare shall be the exclusive provider to the P.C.s of the Management Services. The P.C.s shall not obtain any Management Services from any source other than PrimeCare, except with the prior written consent of PrimeCare and the County. PrimeCare shall be permitted to perform its Management Services in whatever manner it deems necessary, in accordance with applicable law, to meet the day-to-day requirements of the P.C.s, including, without limitation, performance of business office functions by persons other than employees of PrimeCare. With respect to the provision of Management Services, to the extent this Article II conflicts with the provisions in Attachment A, this Article II will control.
- (b) Nothing in this Agreement shall require, or be construed or deemed to require, PrimeCare to (i) engage in the practice of medicine, dentistry or any other profession practiced by the P.C.s or the Providers, (ii) assume any responsibility for the care of patients, or (iii) have any control over the clinical decision-making or training of Providers. PrimeCare will not exercise control over the manner or means by which the Providers perform their professional duties and responsibilities.

2.2. Management Services. The Management Services to be provided by PrimeCare to the P.C.s are subject to the approval of the P.C.s and shall include, but not be limited to, the following:

- (a) staffing of non-licensed personnel, as described in more detail in Section 2.3 below, required to enable the P.C.s to comply with their obligations set forth in this Agreement;
- (b) secretarial and clerical functions, including coordination of patient visits and scheduling of patient visits;
- (c) business planning;
- (d) financial management, including causing annual financial statements and tax returns to be prepared for the P.C.s, providing to the P.C.s the data necessary for the P.C.s to file their tax returns and make any other necessary governmental filings, and submitting the P.C.s' tax returns to the P.C.s for signature;
- (e) bookkeeping, accounting, and data processing services;
- (f) materials management, including purchase and stocking of office equipment and supplies and maintenance of facilities;
- (g) administering or causing to be administered any welfare, benefit or insurance plan or arrangement of the P.C.s;
- (h) in consultation with the P.C.s, providing administrative advice and assistance with respect to human resources management;
- (i) billing and collection of accounts receivable, and accounts payable processing;
- (j) administrative support for any utilization and quality management activities performed by the P.C.s;
- (k) obtaining for the P.C.s agreed upon insurance coverages, including but not limited to the professional liability insurance described in Section 2.6;
- (l) paying for necessary legal services except with respect to any legal dispute between PrimeCare and each P.C.;
- (m) recommending new Providers for employment by the P.C.s, subject to the final approval of the P.C.s;
- (n) recommend Provider-candidates for shareholder status with the P.C.s, subject to the final approval of the P.C.s;
- (o) performing credentialing support services such as application processing and information verification;
- (p) negotiating contracts on behalf of the P.C.s, subject to each P.C.'s prior written approval; and
- (q) establishing procedures, subject to the County's and the P.C.s' approval and ultimate responsibility, to ensure that proper and complete medical records are maintained for Professional Services rendered pursuant to this Agreement.

2.3 Personnel. Subject to the approval of the County and the P.C.s, PrimeCare shall employ, contract with or otherwise make available to the Facility all non-licensed administrative personnel ("Personnel") necessary for the P.C.s to render Professional Services to inmates in accordance with the weekly staffing matrix detailed in Schedule A of this Agreement. Schedule A reflects the agreed upon staffing pattern necessary for PrimeCare to provide the Management Services and other services described in this Article II required by the Facilities for an average inmate population of up to 180 inmates.

The Health Services Administrator ("HSA"), or his/her designee will be responsible for arranging health care services pursuant to a written job description, contract or agreement. Clinical decisions shall be the sole providence of physicians and shall not be countermanded by non-clinicians. Registered Nurse (RN) coverage is

required 24 hours per day. In the event of vacations, leave of absence, illness or holidays of regular RN' staff, per diem or agency staff must be available to cover RN schedules. RNs may only be replaced by RNs. Attachment B of this Agreement is a minimum staffing plan. Legally observed holidays will be staffed to a Sunday level as shown in the matrix.

(a) Sheriff's Satisfaction with Personnel. If the Sheriff becomes dissatisfied with any Personnel provided by PrimeCare hereunder, or by any independent contractor, subcontractor or assignee of PrimeCare, PrimeCare, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from the Sheriff of dissatisfaction and the reasons therefor, and in consultation with the P.C.s, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to the Sheriff, PrimeCare shall, subject to the approval of the P.C.s, remove any such Personnel. Prior to removal, PrimeCare will be allowed reasonable time to find an acceptable replacement. Nothing in this Section shall relieve PrimeCare of its obligation to at all times meet the staffing requirements of this Section.

(b) Discrimination. During the performance of this Agreement, PrimeCare and its employees, agents, and assignees shall (a) not discriminate against any employee or applicant for employment because of age, marital status, disability, genetic disposition or carrier status, race, color, creed, sexual orientation, sex or national origin, unless any of these factors is a bona fide occupational qualification as determined by PrimeCare ; and (b) be solely responsible for any such decision regarding whether or not a factor is a bona fide occupational qualification. PrimeCare shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and PrimeCare shall at all times abide by the applicable provisions of the New York State Human Rights Law as set forth in New York State Executive Law Sections 290 – 301.

2.4 Additional Services. In addition to the Management Services described above, and subject to the approval of the P.C.s, PrimeCare shall be responsible for the following services:

(a) Inmate and Staff Education. PrimeCare shall assist the P.C.s in organizing ongoing health education programs for inmates. If the Sheriff so desires and with the approval of the County's Personnel Officer, PrimeCare shall assist the P.C.s in arranging for the same program for correctional officers at the Facility.

(b) PrimeCare Records. If, in order to carry out its obligations under this Agreement, PrimeCare requires access to the Medical Records maintained by the P.C.s, PrimeCare shall maintain the confidentiality of such records and shall comply with the terms set forth in Section 1.13 hereof. PrimeCare will make available to the County or its designee, at the County's or its designee's request, all Medical Records and other papers relating to the P.C.s' delivery of Professional Services to inmates hereunder. The County understands that, while the medical records are the property of the County, the systems, methods, procedures, written materials and other controls employed by PrimeCare in the performance of its obligations hereunder are proprietary in nature and will remain the property of PrimeCare and may not, at any time, be disseminated, distributed, copied or otherwise utilized by the Sheriff, except in connection with the delivery of Professional Services hereunder or as required by counsel in any lawsuit or as permitted or required by law, except in the performance of his duties and obligations under law, rule or regulations, or unless such disclosure is approved in advance in writing by PrimeCare .

(c) Reports. PrimeCare shall provide to the County or its designee, on a date and in a form mutually acceptable to PrimeCare and the Sheriff, monthly and annual reports containing an analysis of the Professional Services rendered by the Providers hereunder.

2.5 Qualifications. If the County requests, PrimeCare shall maintain NCCHC accreditation for the Facility and will obtain reaccreditation when due (providing the accrediting agency will schedule their field survey within a reasonable time of PrimeCare 's request and further providing the Warren County Sheriff's Office fully cooperates with PrimeCare in preparing for the field survey and in training correctional staff as required). Notwithstanding any other provisions of this Agreement, PrimeCare shall be responsible for paying all fees and charges billed by the accrediting agency. In the event the NCCHC modifies the standards in such a way that compliance with them increases PrimeCare 's costs, such as requiring staffing levels above those required in this Agreement, the parties agree to renegotiate the cost of this Agreement to the extent necessary to cover PrimeCare 's increased costs.

2.6 Insurance Coverage. For provision of the Services set forth herein and as may be hereinafter amended, PrimeCare and the Providers shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at their expense, insurance with stated minimum coverage as set forth in "Schedule C", which is attached hereto and is hereby made a part of this Agreement. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers who have been fully informed as to the nature of Services to be performed by PrimeCare and the Providers pursuant to this Agreement. Such insurers shall be of recognized financial standing, satisfactory to the County. The County shall be named as an additional insured on all commercial general liability policies with the understanding that any obligations imposed upon the insured (including, without limitation, the obligation to pay premiums) shall be the sole obligation of the insured and not those of the County. Notwithstanding anything to the contrary in this Agreement, PrimeCare and the Providers irrevocably waive all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under the insurance described in Schedule C and this Section 2.6. The provision of insurance by PrimeCare and the Providers shall not in any way limit PrimeCare's and/or the Providers' liability under this Agreement.

At the time PrimeCare and the Providers submit two (2) original executed copies of this Agreement, PrimeCare and the Providers shall include certificates of insurance evidencing their compliance with these requirements and those set forth in Schedule C.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary, without right of contribution of any other insurance carried by or on behalf of the County, with respect to its interests, (ii) it shall not be cancelled or materially amended, without thirty (30) days prior written notice to the County (except in the case of cancellation for non-payment of premium, which requires fifteen (15) days prior written notice), directed to the County's Insurance Department and the Warren County Sheriff, and (iii) the County shall have the option to pay any necessary premiums to keep such insurance in effect, and charge the cost back to PrimeCare and/or the Providers.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

- (a) Policy retroactive dates coincide with or precede the start of the performance of Services (including subsequent policies purchased as renewals or replacements); and
- (b) PrimeCare and the Providers shall maintain similar insurance for a minimum of three (3) years following final acceptance of the Services; and
- (c) If the insurance is terminated for any reason, PrimeCare and the Providers agree to purchase for the County, an unlimited, extended reporting provision to report claims arising from the Services performed under this Agreement; and
- (d) Immediate notice shall be given to the County, through the Sheriff, the Warren County Attorney ("County Attorney"), and the County's Insurance Officer, of circumstances or incidents that might give rise to future claims with respect to the Services performed under this Agreement.

### ARTICLE III OBLIGATIONS OF THE SHERIFF

- 3.1. Inmate Information. Subject to applicable New York State law, in order to assist the P.C.s in providing the best possible services to inmates, the Sheriff or his designee will provide the P.C.s with information pertaining to inmates that P.C.s and the Sheriff mutually identify as reasonable and necessary for the P.C.s to adequately perform their obligations hereunder.
- 3.2. Sheriff's Records Available to the P.C.s and PrimeCare with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, the Sheriff or his designee will provide the P.C.s and/or PrimeCare the Sheriff's records relating to the provision of health care services to inmates as may be requested by the P.C.s or PrimeCare if pertinent to the investigation or defense of any claim related to their conduct. Consistent with applicable law, the Sheriff or his designee will make available such records as are maintained

by the Sheriff, hospitals and other outside health care providers involved in the care or treatment of inmates (to the extent the Sheriff has any claim to those records) as the P.C.s or PrimeCare may reasonably request. Any such information released by the Sheriff or his designee to the P.C.s or PrimeCare that the Sheriff or his designee considers confidential will not, except as may be required by law, be distributed by the P.C.s or PrimeCare to any third party without the prior written approval by the Sheriff or his designee. Notwithstanding any provision of this Agreement to the contrary and pursuant to Section 50(a) of the New York State Civil Rights Law, the Sheriff's internal affairs investigative records shall not be required to be released to the P.C.s, PrimeCare, or any other person or entity.

### 3.3. Security

- (a) General. The parties understand that adequate security services are necessary for the safety of the P.C.s and PrimeCare and their agents and employees as well as for the security of inmates and the Facility's staff, consistent with the correctional setting. The Sheriff will provide security sufficient to enable the P.C.s, PrimeCare and their Providers and Personnel to safely provide the services described in this Agreement. Nothing herein shall be construed to make the Sheriff, his deputies or employees a guarantor of the safety of the employees or agents of PrimeCare or the P.C.s.
- (b) Loss of Equipment and Supplies. The County shall not be liable for loss of, or damage to, equipment and supplies of the P.C.s or PrimeCare or their employees and agents unless such loss or damage was caused by the negligence of the Sheriff or his employees.
- (c) Transportation Off-Site. The Sheriff will provide security and transportation as necessary and appropriate in connection with the transportation of any inmate between the Facility and any other location for off-site services as contemplated herein. Neither the P.C.s nor PrimeCare shall be responsible for the cost of any security or transportation provided by the Sheriff.

### 3.4. Office Space, Inventory, Equipment and Supplies

- (a) General. The Sheriff shall provide the P.C.s and PrimeCare with office space, facilities, existing equipment and utilities (excluding long distance telephone service) sufficient to enable them to perform their obligations hereunder. The Sheriff will provide necessary maintenance and housekeeping of the office space and facilities. The P.C.s and PrimeCare agree that they have inspected the Facility, including the medical office space and facilities, and that such space and facilities are sufficient for their Providers, Personnel, agents and employees to perform all of the obligations required under this Agreement.
- (b) Delivery of Possession. The Sheriff will deliver to the P.C.s and PrimeCare on the date of commencement of this Agreement possession and control of all medical and office equipment and supplies in place at the Facility's health care facilities and owned by the County. At the termination of this or any subsequent agreements, the P.C.s and PrimeCare will return to the Sheriff possession and control of all medical and office equipment, in working order, reasonable wear and tear excepted, and supplies in-place at the Facility's health care facility. It is agreed that PrimeCare shall be responsible for either the purchase of contractor owned equipment present on the effective date of this Agreement and/or replacement at PrimeCare's expense of the equipment necessary for the P.C.s and PrimeCare to perform their duties under this Agreement.
- (c) Maintenance and Replenishment of Equipment. PrimeCare, at its own expense, will maintain all present equipment in working order during the term of this Agreement. If additional equipment and instruments are required by the P.C.s and/or PrimeCare during the term of this Agreement, it shall be the responsibility of PrimeCare to purchase such items at its own cost. At the end of this Agreement, or upon its termination, ownership of all such equipment shall remain the property of PrimeCare.
- (d) General Maintenance Services. The Sheriff will provide the same services and facilities to inmates housed in medical units in the Facility as are provided all other inmates at the Facility including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

ARTICLE IV  
TERM AND TERMINATION

- 4.1. Term. This Agreement shall commence on \_\_\_\_\_ at \_\_\_\_\_ a.m. (EDT) and terminate on \_\_\_\_\_ at \_\_\_\_\_ midnight (EDT). This Agreement may be extended for two additional one-year period upon the same terms and conditions set forth in the Agreement by written agreement that is executed by the parties.
- 4.2. Termination by the County. The County may, by written notice, effective upon mailing, terminate this Agreement in whole or in part at any time (i) for the County's convenience, (ii) upon the failure or inability of a PrimeCare or the P.C.s to comply with any of the terms or conditions of this Agreement, or (iii) upon PrimeCare or the P.C.s becoming insolvent or bankrupt. Upon termination of this Agreement, the P.C.s and PrimeCare shall comply with any and all County closeout procedures, including but not limited to:
- (a) Accounting for and refunding to the County within ten (10) days, any unearned and/or unexpended funds that have been paid to the P.C.s and/or PrimeCare pursuant to this Agreement; and
  - (b) Furnishing to the County within ten (10) days, an inventory of all equipment, appurtenances, and property purchased by the P.C.s and/or PrimeCare through, or provided under this Agreement, and carrying out any County directive concerning the disposition thereof; and
  - (c) In the event that this Agreement is terminated for the convenience of the County, the P.C.s and PrimeCare shall be paid for all Services rendered through the date of termination in accordance with Attachment B.
  - (d) In the event the County terminates this Agreement, in whole or in part, as provided herein, the County may procure upon such terms and in such manner as deemed appropriate, Services similar to those so terminated, and the P.C.s and PrimeCare shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the County, the cost and expense of any Services procured by the County to complete the Services herein will be set off against any sums due to the P.C.s and PrimeCare.
  - (e) Notwithstanding any other provisions of this Agreement, the P.C.s and PrimeCare shall not be relieved of liability to the County for damages sustained by the County by virtue of their breach of this Agreement, or failure to perform in accordance with applicable standards.
  - (f) The County may withhold payments due under this Agreement for the purposes of set-off until such time as the exact amount of damages due to the County from the P.C.s and PrimeCare is determined.
  - (g) The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or pursuant to this Agreement.
- 4.3. Termination by PrimeCare or the P.C.s. PrimeCare or the P.C.s may, upon 180 days prior written notice, terminate this Agreement for (i) their convenience, (ii) upon the failure of the County to comply with any of the terms of this Agreement, or (iii) upon PrimeCare or the P.C.s becoming insolvent or bankrupt.
- 4.4. Non-Appropriation of Funds. The Parties understand that funds for this Agreement are provided by the County. This Agreement is subject to annual appropriation of funds for this Agreement by the Warren County Legislature. Notwithstanding any provision herein to the contrary, if funds are not appropriated for this Agreement, then this Agreement will become null and void and neither party shall be subject to penalty or liability.
- 4.5. Effect of Termination. Upon termination of this Agreement, responsibility for providing Professional Services to all inmates, including inmates receiving Professional Services at facilities outside the Facility, will be transferred from the P.C.s to the County.

ARTICLE V  
COMPENSATION

- 5.1. Base Compensation. The County will compensate the P.C.s and PrimeCare the annual sum (the "Total Maximum Base Compensation") in each year of this Agreement as indicated in Attachment B of this Agreement.
- 5.2. Billing. Consistent with the terms of the Management Agreement between PrimeCare and the P.C.s, PrimeCare shall bill the County the monthly invoice amount set forth on Schedule B (the "PrimeCare Monthly Invoice Amount") on or before the fifteenth (15th) day of the month after the month in which services are rendered. PrimeCare shall also bill the County the total monthly invoice amounts set forth on Schedule B on behalf of the P.C.s (the "P.C.s Monthly Invoice Amount") on or before the fifteenth (15th) day of the month after the month in which services are rendered. The invoices issued by the P.C.s and PrimeCare shall show the costs incurred by these parties for services rendered during the month invoiced. The County shall pay the P.C.s and PrimeCare with separate checks, and in compliance with the provisions set forth in Schedule B.. PrimeCare shall not retain any payment made by the County that is allocable to the P.C.s for the Providers' provision of Professional Services. In no event, however, shall the County be obligated to pay total compensation in excess of the Total Maximum Base Compensation, except as provided in Sections, 5.3, and 5.4 below.
- 5.3. Catastrophic Limitations. The P.C.s shall be responsible for the first \$290,000.00 per contract year for all of the following medical services, (off-site medical care, hospitalizations, specialty consults, physician fees, hemodialysis and peritoneal dialysis, chemotherapeutic treatments, radiation treatments, infectious disease treatments and medications, on-site OB/GYN services, laboratory services, radiology services, all pharmaceutical medications and all infant health care services) provided to the total inmate/patient population per contract year. In the event the CAP of \$290,000.00 is not reached, the P.C.s shall return fifty percent (50%) of the remaining catastrophic balance to Warren County.
- 5.4. Additional Compensation. Except as stipulated elsewhere in this Agreement, neither the P.C.s nor PrimeCare shall be entitled to receive or seek additional compensation from the County for the services rendered under this Agreement. Charges in excess of the limits established in Section 5.3 of this Agreement will be submitted promptly by PrimeCare on behalf of the P.C.s. The County shall reimburse the P.C.s for those excess charges within sixty (60) days of submission of a verified invoice by PrimeCare.

ARTICLE VI  
INDEMNIFICATION

- 6.1. PrimeCare and the P.C.s agree to joint and several liability with respect to all Services provided pursuant to this Agreement and further agree to defend, indemnify and save harmless Warren County and the Warren County Sheriff, their officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described (including without limitation, reasonable attorneys' fees and disbursements and costs of litigation and/or settlement) brought against Warren County or the Warren County Sheriff which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation, arising out of or resulting from the performance of services by PrimeCare or the P.C.s, arising from any act, omission, fault or negligence of PrimeCare or the P.C.s, and their respective agents and employees, or arising from any breach or default by PrimeCare or the P.C.s under this Agreement. PrimeCare and the P.C.s agree to investigate, handle, respond to, provide defense for, and defend any such claims, demands, or suits at their sole expense, and agree to bear all other costs and expenses related thereto, even if such claims, demands, or suits, are groundless, false, or fraudulent. Nothing herein is intended to relieve:
- (a) P.C.s of any liability arising from Title VIII violations; and
  - (b) Warren County or the Warren County Sheriff from its own negligence or misfeasance, or to assume such liability for Warren County or the Warren County Sheriff by PrimeCare.

In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act or omission of PrimeCare and/or the Providers or an officer, employee, representative, subcontractor, assignee, or agent of PrimeCare and/or the Providers, either within or without the scope of the respective employment, representation, subcontract, assignment or agency, or arising out of PrimeCare's and/or the Providers' negligence, fault, act, or omission, then the County shall have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover said claim or action. The rights and remedies of the County provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or pursuant to this Agreement.

- 6.2. The County agrees to indemnify, hold harmless and defend PrimeCare, the P.C.s, and their respective agents, servants, employees and contractors, including all Providers and Personnel, from any and all injuries, claims, actions, lawsuits, damages, judgments, or liabilities of any kind whatsoever arising out of the negligent or intentional act or omission of the Sheriff, the County or their agents or employees, to the extent of their responsibility for such claims, damages, losses and expenses in their operation and maintenance of the Facilities, the custody of Inmates and all provisions for the physical security of all such PrimeCare personnel.
- 6.3. Nothing herein shall prohibit any of the parties to this Agreement from joining the remaining parties thereto as defendants in lawsuits by third parties.

#### ARTICLE VII MISCELLANEOUS

- 7.1. Conflict in Terms. The parties hereto acknowledge that the Contract Documents are as follows: (1) The Request for Proposals with all Addenda; (2) PrimeCare's proposal; and (3) this Agreement, including all Schedules and Attachments. In the event of any conflict or discrepancy between the Contract Documents, they shall be interpreted in the following manner of priority: (1) this Agreement, including all Attachments; (2) PrimeCare's Proposal to Provide Medical Services for Warren County Jail; and (3) the Request for Proposals RFP #GC-19-027-P with all Addenda.
- 7.2. Independent Contractor Status. The parties acknowledge that the P.C.s and PrimeCare are independent contractors of the County. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, or a joint venture relationship among the parties. PrimeCare and the P.C.s shall be solely responsible for determining the means and methods of performing the Services and shall have complete charge and responsibility for PrimeCare's and/or the P.C.s' personnel engaged in the performance of same. PrimeCare and/or the P.C.s covenant and agree that neither they, nor their employees or agents, shall hold themselves out as, nor claim to be, officers or employees of the County, or of any department, agency or unit thereof, by reason hereof, and that PrimeCare's and/pr the P.C.s' employees or agents shall not, be reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County including, but not limited to Workers' Compensation coverage, health insurance coverage, Unemployment Insurance benefits, Social Security benefits, or employee retirement membership or credit.
- 7.3. Assignment. Neither the P.C.s nor PrimeCare shall assign this Agreement to any other entity or subcontract for services hereunder without the express prior written consent of the County, which will not be unreasonably withheld. Any such assignment or subcontract shall include the obligations contained in this Agreement. Any assignment or subcontract shall not relieve the P.C.s or PrimeCare of their independent obligation to provide the services and be bound by the requirements of this Agreement. Failure of PrimeCare and/or the P.C.s to obtain any required consent to any assignment, shall be grounds for termination for cause at the option of the County, and if this Agreement be so terminated, the County shall thereupon be relieved and discharged from any further liability and obligation to PrimeCare and/or the P.C.s, their assignees, or transferees; and all monies that may become due under this Agreement shall be forfeited to the County, except so much thereof as may be necessary to pay for past Services.
- 7.4. Subcontracting. PrimeCare and the P.C.s agree to include the following provisions in any and all subcontract agreements for Services to be performed pursuant to this Agreement:

- (a) That the work performed by the subcontractor must be in accordance with the terms and conditions of this Agreement between the County, PrimeCare, and the P.C.s, including but not limited to the insurance requirements set forth in Schedule C; and
- (b) That nothing contained in the subcontractor agreement shall impair the rights of the County; and
- (c) That nothing contained in the subcontractor agreement, or under this Agreement between the County, PrimeCare, and the P.C.s shall create any contractual relation in law or equity, between the subcontractor and the County; and
- (d) That the subcontractor specifically agrees to be bound by the Confidentiality provision as set forth in Section 7.14 of this Agreement between the County, PrimeCare, and the P.C.s.

Upon signing this Agreement, PrimeCare and/or the P.C.s shall provide the Sheriff or his designee with the names and scopes of work of any and all subcontractors to be used in the performance of PrimeCare's or the P.C.s' obligations pursuant to this Agreement. Furthermore, upon request by the County, PrimeCare and/or the P.C.s shall provide copies of any and all subcontract agreements for Services to be performed pursuant to this Agreement.

PrimeCare and/or the P.C.s agree that they are fully responsible to the County for the acts and omissions of their subcontractors, and of persons either directly or indirectly employed by them, to the same extent as they are for the acts and omissions of persons employed by them. PrimeCare and/or the P.C.s shall not in any way be relieved of any responsibility under this Agreement by any subcontract.

7.5. [INTENTIONALLY LEFT]

7.6. 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 mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

County: Warren County Sheriff's Office  
 1400 State Route 9  
 Lake George, New York 12845

With a copy to:  
 \_\_\_\_\_ County Attorney  
 \_\_\_\_\_,  
 \_\_\_\_\_, New York \_\_\_\_\_

PrimeCare: PrimeCare Medical Of New York, Inc. ("PrimeCare")  
 Attention: Thomas J. Weber, CEO  
 3940 Locust Lane  
 Harrisburg, Pennsylvania 17109

The P.C.s  
 Medical P.C.: Professional Medical Practice P.C. (the "Medical P.C.")  
 Attention:  
 3940 Locust Lane  
 Harrisburg, Pennsylvania 17109

Dental P.C.: Professional Dental Services P.C. (the "Dental P.C.")  
 Attention:  
 3940 Locust Lane  
 Harrisburg, Pennsylvania 17109

Nursing P.C.: PersonalCare Registered Nursing P.C. (the "Nursing P.C.")

Attention:  
3940 Locust Lane  
Harrisburg, Pennsylvania 17109

Notices shall be effective upon receipt.

- 7.7. Governing Law. 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 New York, except where the Federal Supremacy Clause requires otherwise.
- 7.8. Entire Agreement. This Agreement, including the documents incorporated herein by reference, 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.
- 7.9. Waiver of Breach. The waiver by any 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. None of the provisions of this Agreement shall be considered waived by the County unless such waiver is explicitly given in writing by the Warren County Executive ("County Executive") or the County Attorney. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the terms or conditions of this Agreement, unless expressly stipulated in such waiver as executed by the County Executive or the County Attorney.
- 7.10. Other Contracts and Third-Party Beneficiaries. The parties acknowledge that neither the P.C.s nor PrimeCare are bound by or aware of any other existing contracts to which the Sheriff or the County is a party and which relate to the providing of medical care to inmates at the Facility. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that this Agreement is intended to be for their respective benefits only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.
- 7.11. Severability. In the event any provision of this Agreement is held to be invalid or unenforceable for any reason, the invalidity or un-enforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect, valid and enforceable in accordance with its terms.
- 7.12. Liaison. The Sheriff and his designee (so designated in writing by the Sheriff) shall be the liaison with the P.C.s and PrimeCare.
- 7.13. Force Majeure. No party hereto shall be deemed in violation of this Agreement if it is or they are prevented from performing any of obligations hereunder for any reason beyond its control, including, without limitation, strikes or labor disputes, inmate disturbances, lack of County financial or physical resources, failure of the County to provide proper security services, acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, or any similar cause beyond the reasonable control of one or both of the parties.
- 7.14. Confidentiality For purposes of this Section:
- (a) The term "Confidential Information" as used herein, means all material and information, whether written or oral, received by PrimeCare and/or the Providers from or through the County or any other person connected with the County, or developed, produced, or obtained by PrimeCare and/or the Providers in connection with their performance of Services under this Agreement. Confidential Information shall include, but not be limited to: samples, substances and other materials, conversations, correspondence, records, notes, reports, plans, drawings, specifications and other documents in draft or final form, including any documentation or data relating to the results of any investigation, testing, sampling in laboratory or other analysis, and all conclusions, interpretations, recommendations, and/or comments relating thereto.
  - (b) The terms "PrimeCare" and/or the "Providers" as used herein include all officers, directors, employees, agents, subcontractors, assignees or representatives of PrimeCare and/or the P.C.s.

PrimeCare and the Providers shall keep all Confidential Information in a secure location within the Facility or PrimeCare's or the Providers' offices. The County shall have the right, but not the obligation, to enter PrimeCare's and/or the Providers' offices in order to inspect the arrangements for keeping Confidential Information secure. The County's inspection, or its failure to inspect, shall not relieve PrimeCare and the Providers of their responsibilities pursuant to this Section 7.14.

PrimeCare and the Providers shall hold Confidential Information in trust and confidence, and shall not disclose Confidential Information, or any portion thereof, to anyone other than the County, without the prior written consent of the County Executive or the County Attorney, and shall not use Confidential Information, or any portion thereof, for any purpose whatsoever except in connection with its performance of the Services under this Agreement.

PrimeCare and the Providers shall notify the County immediately upon receipt of any request by anyone other than the County for, or any inquiry related to, Confidential Information. PrimeCare and the Providers are not prohibited from disclosing portions of Confidential Information if, and to the extent that: (i) such portions have become generally available to the public other than by an act or omission of PrimeCare and/or the Providers, or (ii) disclosure of such portions is required by subpoena, warrant or court order; provided, however, that in the event anyone other than the County requests all or a portion of Confidential Information, PrimeCare and/or the Providers shall oppose such request and cooperate with the County in obtaining a protective order or other appropriate remedy, unless and until the County Attorney, in writing, waives compliance with the provisions of this Section 7.14, or determines that disclosure is legally required. In the event that such protective order or other remedy is not obtained, or the County waives compliance with this Section 7.14, or determines that such disclosure is legally required, PrimeCare and/or the Providers shall disclose only such portions of Confidential Information that, in the opinion of the County, PrimeCare and/or the Providers are legally required to disclose, and PrimeCare and/or the Providers shall use their best efforts to obtain from the party to whom Confidential Information is disclosed, written assurance that confidential treatment will be given to any such Confidential Information disclosed, to the extent permitted by law.

7.15. Ownership of Confidential Information. Notwithstanding any other provision herein to the contrary:

- (a) All Confidential Information, as defined in Section 7.14, including all copies thereof, is the exclusive property of the County regardless of whether or not it is delivered to the County. To the extent allowed by law, PrimeCare and/or the Providers shall deliver Confidential Information and all copies thereof to the County upon request.
- (b) To the extent that copies of Confidential Information are authorized by the County to be retained by PrimeCare and/or the Providers, such information shall be retained in a secure location in the Facility, in the offices of PrimeCare and/or the Providers for a period of six (6) years after completion of the Services, or termination of this Agreement, whichever later occurs, and thereafter disposed of at the County's direction.

7.16 Procurement of Agreement. PrimeCare and the Providers represent and warrant that no person or selling agent has been employed or retained by PrimeCare and the Providers to solicit or secure this Agreement upon a separate agreement, or upon an understanding for a commission, percentage, brokerage fee, contingent fee, or any other compensation. PrimeCare and the Providers further represent and warrant that no payment, gift, or thing of value has been made, given, or promised to obtain this or any other agreement between the Parties. PrimeCare and the Providers make such representations and warranties to induce the County to enter into this Agreement and the County relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder, and PrimeCare and the Providers shall neither make claim for, nor be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded to the County for such breach or violation, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment, or to take any other action provided for by law, in equity, or pursuant to this Agreement.

7.17 Conflict of Interest. PrimeCare and the Providers represent and warrant that neither they, nor any of their directors, officers, members, partners or employees, have any interest, nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the Services to be provided pursuant to this Agreement. PrimeCare and the Providers further represent and warrant that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it, and that no elected official or other officer or employee of the County, nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested, shall have any such interest, direct or indirect, in this Agreement, or in the proceeds thereof, unless such person (i) is required by the \_\_\_\_\_ County Ethics Law, as amended from time to time, to submit a disclosure form to the County's Board of Ethics, and amends such disclosure form to include their interest in this Agreement, or (ii) if not required to complete and submit such a disclosure form, either voluntarily completes and submits said disclosure form, disclosing their interest in this Agreement, or seeks a formal opinion from the County's Board of Ethics, as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder, and PrimeCare and the Providers shall not make claim for, nor be entitled to recover any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded to the County for such breach or violation, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment, or to take any other action provided for by law, in equity, or pursuant to this Agreement.

7.18 Representations by PrimeCare and the Providers. PrimeCare and the Providers represent that they are fully licensed (to the extent required by law), experienced and properly qualified to perform the Services to be provided under this Agreement, and that they are properly permitted, equipped, organized and financed to perform such Services.

PrimeCare and the Providers understand that it may become necessary for the County to submit to governmental agencies and/or authorities, or to a court of law, part or all of the data, analyses and/or conclusions developed as a result of their performance of these Services. PrimeCare and the Providers are aware that there are significant penalties for submitting false information to governmental agencies, including the possibility of fines and imprisonment. PrimeCare and the Providers shall be responsible for such penalties resulting from false information submitted to the County by PrimeCare and/or the Providers.

By signing this Agreement, PrimeCare and the Providers are attesting to the fact that neither they nor any of their employees, agents, representatives, officers, subcontractors, or any other entity or individual providing Services pursuant to this Agreement have been sanctioned, excluded, or in any other manner barred from doing business with any Federal, State, or local agency, municipality, or department. If PrimeCare and/or the Providers, or any of their officers, employees, subcontractors, or agents become excluded or barred in any manner from doing business with any Federal, State, or local agency, municipality, or department during the Term or any Renewal Term of this Agreement, PrimeCare and the Providers agree to provide immediate and detailed notice to the County Attorney regarding such status. Any misrepresentation or false statement related to PrimeCare's and/or the Providers' status in this regard, or any failure by any of them to immediately notify the County Attorney of any change in such status, shall result in immediate termination of this Agreement, in addition to such other remedies as may be provided by law, in equity, or pursuant to this Agreement.

7.19 Corporate Compliance. PrimeCare and the Providers agree to comply with all Federal, State, and local laws, rules, and regulations governing the provision of goods and/or Services under this Agreement. In particular, PrimeCare and the Providers agree to comply with the laws, rules and regulations of Warren County. .

The County will conduct appropriate screening of providers, independent contractors, vendors, and agents to ensure and verify that they have not been sanctioned and/or excluded by any Federal or State law enforcement, regulatory, or licensing authority. The County will also verify that entities and businesses that provide and/or perform Services for the County have not been the subject of adverse governmental actions and/or excluded from the Federal healthcare programs.

7.20 Fair Practices. PrimeCare and the Providers, and each person signing on behalf of PrimeCare and the Providers, represent, warrant and certify under penalty of perjury, that to the best of their knowledge and belief:

- (a) The prices in this Agreement have been arrived at independently by PrimeCare and the Providers without collusion, consultation, communication, or agreement with any other bidder, proposer, or with any competitor, as to any matter relating to such prices, which has the effect of, or has as its purpose, restricting competition; and
- (b) Unless otherwise required by law, the prices that have been quoted in this Agreement, and on the proposal or quote submitted by PrimeCare, have not been knowingly disclosed by PrimeCare and/or the Providers prior to the communication of such quote to the County, or prior to the proposal opening, directly or indirectly, to any other bidder, proposer, or to any competitor; and
- (c) No attempt has been made or shall be made by PrimeCare and/or the Providers to induce any other person, partnership, corporation, or other entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that PrimeCare and the Providers (i) published price lists, rates, or tariffs covering the services and/or items being procured, (ii) informed prospective customers of proposed or pending publication of new or revised price lists for such Services and/or items, or (iii) provided the same Services and/or items to other customers at the same prices being bid or quoted, does not constitute, without more, a disclosure within the meaning of this Section 7.20.

7.21 Performance and HIPAA Compliance. In performing the Services, PrimeCare and the Providers shall assign qualified personnel and perform such Services in accordance with the professional standards and with the skill, diligence and quality control/quality assurance measures expected of a reputable company performing Services of a similar nature. PrimeCare and the Providers are hereby given notice that the County shall be relying upon the accuracy, competence, and completeness of PrimeCare's and the Providers' performance of the Services. PrimeCare and the Providers shall at all times comply with all applicable Federal, New York State and local laws, ordinances, statutes, rules and regulations.

Health Insurance Portability & Accountability Act of 1996 ("HIPAA"). Under certain circumstances, Federal law and regulations governing the privacy of certain health information requires a "Business Associate Agreement" (a "BAA") between the County and PrimeCare and the Providers [45 C.F.R. Section 164.504(e)]. If HIPAA is applicable to this Agreement, the County, PrimeCare and the Providers agree to enter into a separate BAA that complies with HIPAA, as that law may be amended from time to time. Unless PrimeCare and the Providers have previously executed a compliant BAA that is in effect and on file with the County, the BAA referenced in this provision must be executed simultaneously with this Agreement.

7.22 Publicity. The prior written approval of the County is required before PrimeCare and/or the Providers, or any of their officers, employees, representatives, servants, agents, or assignees may, at any time, either during or after completion or termination of this Agreement, make any statement to the media or issue any material for publication bearing on the Services performed or data collected in connection with this Agreement.

If PrimeCare and/or the Providers, or any of their officers, employees, representatives, servants, agents, or assignees desire to publish a work dealing with any aspect of this Agreement, or of the results or accomplishments attained by its performance, they must first obtain the prior written permission of the County Attorney which, unless otherwise agreed to in said written permission, will entitle the County to a royalty fee, and a non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use such publication.

7.23 Books and Records. PrimeCare and the Providers agree to maintain separate and accurate books, records, documents and other evidence, and to employ accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

7.24 Retention of Records. PrimeCare and the Providers agree to retain all books, records, and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement,

whichever later occurs. The County, any New York State and/or Federal auditors, and any other persons duly authorized by the County, shall have full access and the right to examine any of said materials during said period.

7.25 Auditing and Reports. All forms or invoices presented for payment to be made hereunder, and the books, records, and accounts upon which said forms or invoices are based, are subject to audit by the County. PrimeCare and/or the Providers shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County, so that it may evaluate the reasonableness of the charges, and PrimeCare and/or the Providers shall make their records available to the County upon request. All books, forms, records, reports, cancelled checks, and any and all similar material may be subject to periodic inspection, review, and audit by the County, the State of New York, the Federal Government and/or other persons duly authorized by the County. Such audits may include examination and review of the source and application of all funds, whether from the County, the State of New York, the Federal Government, private sources, or otherwise. PrimeCare and/or the Providers shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

7.26 Current or former County Employees. PrimeCare and the Providers represent and warrant that during the Term and/or any Renewal Term of this Agreement and for a period of one (1) year after its expiration or termination, they shall not retain the services of any County employee or former County employee in connection with this Agreement, or any other agreement that they have or may have with the County, without the express written permission of the County Executive or the County Attorney.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder, and PrimeCare and/or the Providers shall neither make claim for, nor be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded to the County for such breach or violation, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment, or to take any other action provided for by law, in equity or pursuant to this Agreement.

7.27 Protection of County Property. PrimeCare and the Providers assume the risk of and shall be responsible for any loss or damage to the County's property and equipment, whether owned, leased, or otherwise possessed by the County, used in the performance of this Agreement. Any such loss or damage caused, either directly or indirectly, by the acts, conduct, omissions, or lack of good faith of PrimeCare and/or the Providers, their officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by PrimeCare and/or the Providers as an expert, consultant, or specialist hereunder, shall be the responsibility of PrimeCare and/or the Providers.

In the event that any such County property is lost or damaged, except for normal wear and tear, then the County shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

PrimeCare and the Providers agree to defend, indemnify and hold the County harmless from any and all liability or claim for loss, cost, damage, or expense (including without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such County property described in this Section 7.27.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or pursuant to this Agreement.

7.28 No Arbitration. Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed to in writing by the County Executive, after consultation with the County Attorney, but must instead only be heard in the Supreme Court of the State of New York, with venue in Warren County, or if appropriate, in the Federal District Court.

7.29 No Claim Against Officers, Agents or Employees. No claim whatsoever shall be made by PrimeCare and/or the Providers against any officer, agent, or employee of the County, for or on account of any act or omission in connection with this Agreement.

7.30 Modification. No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the Parties to this Agreement.

7.31 Surviving Obligations. PrimeCare's and the Providers' obligations, and those of PrimeCare's and the Providers' employees, representatives, agents, successors and assignees, assumed pursuant to Article VI (Indemnification), Section 7.14 (Confidentiality), Section 7.15 (Ownership of Confidential Information), Section 7.18 (Representations by PrimeCare and the Providers), Section 7.19 (Corporate Compliance), Section 7.21 (Performance), Section 7.22 (Publicity), Section 7.24 (Retention of Records), and Section 7.27 (Protection of County Property), shall survive completion of the Services and/or the expiration or termination of this Agreement.

7.32 Headings and Defined Terms. The Article and Section headings used in this Agreement are for reference and convenience only, and shall not in any way limit or amplify the terms, conditions, and provisions hereof. All capitalized terms, acronyms, and/or abbreviations shall have the meanings ascribed to them by this Agreement.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to enter into this Agreement as of the dates set forth below, effective as of the commencement date set forth in Section 4.1 above.

**Warren County Sheriff's Office**

By: \_\_\_\_\_  
NAME: Nathan H. York  
TITLE: Sheriff  
DATE: \_\_\_\_\_

**PrimeCare Medical Of New York, Inc.**

By: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**County of Warren**

By: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: Director of Purchasing  
DATE: \_\_\_\_\_

**Professional Medical Practice P.C.**

By: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**Professional Dental Services P.C.**

By: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**PersonalCare Registered Nursing P.C.**

By: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_