

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08/17/2023

Contract/Lease Control #: C19-2848-COR

Procurement#: RFP PS 47-19

Contract/Lease Type: CONTRACT

Award To/Lessee: CHS TX, INC. D/B/A/ YESCARE

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2023

Expiration Date: 09/30/2024

Description of Contract/Lease: INMATE MEDICAL SERVICES

Department: DEPARTMENT OF CORRECTIONS

Department Monitor: NOLAN WEEKS III

Monitor's Telephone #: 850-689-5690

Monitor's FAX # or E-mail: NWEEKS@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C19-2848-COR Tracking Number: 4890-23
 Procurement/Contractor/Lessee Name: Yes Care Grant Funded: YES ___ NO X
 Purpose: 3rd amendment
 Date/Term: 9-30-2024
 Department #: 0126 - 531230 9,961,804.00
 Account #: 1024 - 531230 - 309,600.00
 Amount: \$4,331,404.00
 Department: COR Dept. Monitor Name: weeks

1. GREATER THAN \$100,000
 2. GREATER THAN \$50,000
 3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met: DeRita Mason Date: 7-11-23
 Purchasing Manager or designee: DeRita Mason, Erin Poole, Amber Hammonds

2CFR Compliance Review (if required)

Approved as written: no federal funds Grant Name: _____ Date: _____
 Grants Coordinator: Suzanne Ulloa

Risk Management Review

Approved as written: see email attached Date: 7-11-23
 Risk Manager or designee: Lydia Garcia

County Attorney Review

Approved as written: see email attached Date: 7-19-23
 County Attorney: Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Odessa Cooper-Pool
Sent: Tuesday, July 11, 2023 9:07 AM
To: DeRita Mason; Lynn Hoshihara
Cc: 'Parsons, Kerry'; Jack Allen
Subject: RE: C19-2847-COR Third Renewal
Attachments: C19-2848-COR 3rd amendment.docx; General Services Insurance Requirements For Professional Liability.docx

Hello DeRita,

I would like to update the insurance requirements at this time as well and I have attached them to the email. This will not change the limits only the terminology. With this change, the Amendment for YESCARE health assurance has been reviewed and is approved by Risk Management for insurance purposes.

Thank you,

Odessa Cooper-Pool
Public Records & Contracts Specialist
Okaloosa County BCC
302 N. Wilson Street
Crestview, FL 32536
Office: 1-850-689-4111



“And, when you want something, all the universe conspires in helping you to achieve it.”— Paulo Coelho, *The Alchemist*

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, July 11, 2023 8:17 AM
To: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: 'Parsons, Kerry' <KParsons@ngn-tally.com>; Odessa Cooper-Pool <ocooperpool@myokaloosa.com>; Jack Allen <jallen@myokaloosa.com>
Subject: C19-2847-COR Third Renewal

Good morning,
Please review and approve the attached.
Thank you,

DeRita Mason

From: Lynn Hoshihara
Sent: Wednesday, July 19, 2023 2:39 PM
To: DeRita Mason
Cc: 'Parsons, Kerry'
Subject: Re: C19-2847-COR Third Renewal

DeRita,

This is approved.

Lynn

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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From: DeRita Mason
Sent: Tuesday, July 11, 2023 9:17 AM
To: Lynn Hoshihara
Cc: 'Parsons, Kerry'; Odessa Cooper-Pool; Jack Allen
Subject: C19-2847-COR Third Renewal

Good morning,
Please review and approve the attached.
Thank you,

DeRita Mason



DeRita Mason, CPPO, CPPB, NIGP-CPP
Purchasing Manager
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536



BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE: August 15, 2023
TO: Honorable Chairman and Distinguished Members of the Board
FROM: Nolan Weeks III
SUBJECT: CHS TX, Inc. d/b/a YesCare Contract Renewal, 3rd Amendment
DEPARTMENT: Corrections
BCC DISTRICT: ALL

STATEMENT OF ISSUE: Request approval of the 2nd and last one-year contract renewal option (Contract Amendment #3) with CHS TX, Inc. (dba YesCare) for inmate medical and mental health services.

BACKGROUND & ANALYSIS: In May 2019, the County awarded Contract #C19-2848-COR with CHX TX, Inc. (dba YesCare) for inmate medical and mental health services, which began October 1, 2019. The initial term was for three (3) years, with the option of two (2) additional one (1) year renewals. The initial term expired on September 30, 2022. The first (1st) one-year renewal will expire on September 30, 2023. This is the second (2nd) and last one-year renewal.

The responsibility to provide adequate medical care to inmates rests with Okaloosa County. Contracting inmate medical services does not release the County from said obligation or associated liabilities. Contracting with a reputable and competent inmate medical services contractor to provide comprehensive managed health care to inmates significantly reduces the County's exposure to liability, and ensures the health care provided to inmates is consistent with the Florida Model Jail Standards, Florida Corrections Accreditation Commission Standards and National Commission on Correctional Healthcare Standards.

For current FY23 budget year, the total budgeted amount for inmate healthcare was \$3,988,411.00. This budgeted amount is determined in two ways: 1) a level monthly amount per a fee schedule, based on the average monthly population and 2) a flexible amount based on the actual costs of outside medical/dental care and prescriptions, which is contractually capped for the County's portion at \$740,000.

The monthly amount with the renewal is increasing by 9.1% which is reasonable considering the rising cost in healthcare supplies and equipment, inmate population increases and the increased qualifications of the on-site staffing. Additionally, YesCare has increased the number Registered Nurses by 2.5 FTEs and increased qualifications of the Mental Health team demonstrating their recognition and willingness to be proactive in addressing the current medical needs of the Okaloosa County Jail inmate population. This adjustment is incorporated into the renewal and our FY 24 budget. Based on our current population it will increase our monthly base cost from \$265,098 to \$291,189 or \$3,494,268.00 annually. Additionally, we are also experiencing an increased number of inmates which has also increased annual costs by moving the County up a step in the bracketed monthly amounts in the contract table (approximately \$11,000 of the annual cost increase).

The second portion of the overall cost for this service are monies for outside medical and dental treatment and prescriptions. The agreement provides for the first \$500,000 to be covered by the vendor and costs exceeding \$500,000 but less than \$1,240,000 (\$740,000 bracket) is the responsibility of the County. The vendor pays anything above \$1,240,000 in total net costs and in some years has had to pay cost above that amount. Historically,

Prescriptions and outside medical appointment costs are billed at the end of the fiscal year as part of the aggregate cap. When possible, inmates with personal health insurance and Medicare/Medicaid are billed to help cover these outside medical costs.

The County staff has worked hard to lower costs for this second flexible "at cost" component, specifically targeting expensive infectious disease prescriptions such as HIV/Aids and Hepatitis. These inmate populations have grown and it is estimated that our annual costs for these populations are approximately \$300,000 per year. The County staff has contracted with an outside non-profit agency called IMG -Independent Medical Group, LLC that receives federal grant funding to manage these special populations. This group is expected to eliminate these costs, however it is a new program and was just implemented September 22, 2022. Staff believes if this program is successful in eliminating these specific costs it will almost entirely offset the expected increases we have budgeted for. Prescriptions and outside medical appointment costs are billed at the end of the fiscal year as part of the aggregate cap. When possible, inmates with personal health insurance and Medicare/Medicaid are billed to help cover these outside medical costs. We anticipate seeing the positive benefits from this program with the end of FY23 Aggregate Cap billing.

Funding Sources:

Department # 0126

Account # 531230

Amount: \$3,827,692.00

Department # 1024

Account # 531230

Amount: \$366,576.00

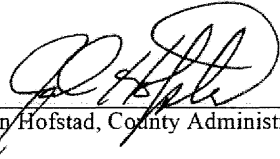
OPTIONS: Approve/Deny/Postpone

RECOMMENDATION: Approval of the last one year contract renewal with CHS TX, Inc. d\ba YesCare for inmate medical and mental health services for budgeted amount up to \$4,194,268.00 annually.


Nolan Weeks III, Director Department of Corrections

8/10/2023

RECOMMENDED BY:



John Hofstad, County Administrator

8/10/2023

APPROVED BY:

CONTRACT: C19-2848-COR
Corizon Health, Inc.
Inmate Medical Services
EXPIRES:09/30/2024

THIRD AMENDMENT TO THE AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA AND CHS TX, INC. D/B/A YESCARE

THIS THIRD AMENDMENT TO THE INMATE HEALTH SERVICES AGREEMENT (hereinafter the “Amendment”), is made and entered into this 15th day of August, 2023 by and between CHS TX, Inc. d/b/a YesCare., (hereinafter “Contractor”) and the Okaloosa County, a political subdivision of the State of Florida (hereinafter the “County”) and is made part of the original Agreement dated October 1, 2019, Contract No. C19-2848-COR (the “original Agreement”), incorporated herein by reference. The County and Contractor hereby agree as follows:

1. **OPTION TO RENEW.** The parties hereby wish to exercise their option to renew the original Agreement for an additional one (1) year term in accordance with Section IV of the original Agreement.
2. **EFFECTIVE DATE OF RENEWAL TERM.** This Amendment shall be effective on October 1, 2023, and shall terminate no later than September 30, 2024.
3. **COMPENSATION.** Exhibit A of the original Agreement (“Cost and Fee Schedule for Scope of Services”) shall be revised as follows:

ADP of 601-650 -- \$3,460,920 payable in twelve (12) equal monthly installments of \$288,410

ADP of 651-700 -- \$3,472,032 payable in twelve (12) equal monthly installments of \$289,336

ADP of 701-750 -- \$3,483,156 payable in twelve (12) equal monthly installments of \$290,263

ADP of 751-800 -- \$3,494,268 payable in twelve (12) equal monthly installments of \$291,189

ADP of 801-850 -- \$3,505,380 payable in twelve (12) equal monthly installments of \$292,115

ADP over 851 -- \$3,516,492 payable in twelve (12) equal monthly installments of \$293,041

4. **STAFFING AMENDMENT.** Exhibit B of the original Agreement (“Staffing Plan and Discount/Payback Schedule) shall be revised as set forth in the revised Exhibit A, attached hereto.

- 5. **UPDATED GENERAL INSURANCE REQUIREMENTS.** The County and Contractor wish to update the General Insurance requirements as attached in Exhibit "B".
- 6. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated October 1, 2019, and any amendments thereto, shall remain in full force and effect.
- 7. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment (Third Amendment) in their official capacity and with legal authority to do so.

CHS TX, INC. d/b/a YesCare

By: Shelley, Jeff
B895FC8CF9254AC
 Title: Chief Executive Officer

OKALOOSA COUNTY

By: [Signature]
 Robert A. "Trey" Goodwin, III, Chairman

ATTEST

[Signature]
 J.D. Peacock, II, Clerk

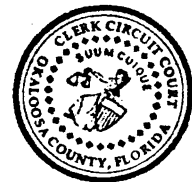


Exhibit "A"
Staffing Update

| Position | Hours per Week | Full-time Equivalents | Backfill Required (Y/N) | Hourly Payback |
|--------------------------------------|-----------------------|------------------------------|--------------------------------|-----------------------|
| Health Services Administrator | 40.0 | 1.00 | N | \$ 58.59 |
| Director of Nursing | 40.0 | 1.00 | N | \$ 51.42 |
| Medical Director | 20.0 | 0.50 | Y | \$ 150.00 |
| Administrative Assistant | 40.0 | 1.00 | N | \$ 18.45 |
| Dentist | 6.0 | 0.15 | Y | \$ 100.00 |
| Dental Assistant | 6.0 | 0.15 | Y | \$ 16.48 |
| Director of Behavioral Health | 40.0 | 1.00 | N | \$ 51.10 |
| Licensed Behavioral Health Therapist | 40.0 | 1.00 | N | \$ 37.38 |
| RN - Behavioral Health | 40.0 | 1.00 | Y | \$ 37.38 |
| RN | 168.0 | 4.20 | Y | \$ 40.46 |
| LPN | 424.0 | 10.60 | Y | \$ 29.13 |
| Psychiatrist | 6.0 | 0.15 | Y | \$ 175.00 |
| Medical Records Clerk | 80.0 | 2.00 | N | \$ 14.23 |
| Total | 950.0 | 23.75 | | |

Exhibit "B"

**GENERAL SERVICES INSURANCE REQUIREMENTS FOR
PROFESSIONAL LIABILITY**

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A-, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with Endorsement for each policy on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage and a Waiver of Subrogation in favor of the County on the Certificate of Insurance. If there is an existing approved State of Florida Exemption for Workers' Compensation it must be provided to Okaloosa County.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury liability caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability

- 3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

Coverage must be afforded for Wrongful Acts, errors or omissions committed by the Contractor or its employees in performing its professional services under this contract. Contractor must keep insurance in force until the third anniversary of expiration of this agreement or the third anniversary of acceptance of work by the County.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer’s liability with limits as prescribed in this contract:

| | <u>LIMIT</u> |
|------------------------------------|--|
| 1. Workers’ Compensation | |
| 1.) State | Statutory |
| 2.) Employer’s Liability | \$500,000 each accident |
| 2. Business Automobile | \$1M each accident (A combined single limit) |
| 3. Commercial General Liability | \$1M each occurrence for Bodily Injury & Property Damage \$1M each occurrence Products and completed operations |
| 4. Personal and Advertising Injury | \$1M each occurrence |
| 5. Professional Liability (E&O) | \$1M each claim |

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor’s knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the

same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

CERTIFICATE OF INSURANCE

1. Certificates of Insurance indicating the project name, number, evidencing all required coverage, and if applicable any State of Florida approved Workers' Compensation Exemption must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County BCC, 5479-A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice Requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and Addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.

8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.