



EL PASO COUNTY SHERIFF'S OFFICE

Leo Samaniego, Sheriff
Jimmy Apodaca, Chief Deputy
P.O. Box 125
El Paso, Texas 79941-0125
Email: epsheriff@epcounty.com



We Serve with Pride

Administration

800 East Overland, Ste 300
El Paso, Texas 79901
915/546-2217
915/546-2028 fax

Job Line 915/546-2286

Region VIII Training Academy

12501 Montana Avenue
El Paso, Texas 79938
915/856-4850
915/856-4883 fax

Criminal Investigations

800 E Overland, 4th floor
El Paso, Texas 79901
915/546-2291
915/577-0948 fax

Detention Division

Downtown Detention Facility

601 East Overland
El Paso, Texas 79901
915/546-2228
915/543-3810 fax

Jail Annex Facility

12501 Montana Avenue
El Paso, Texas 79938
915/856-4200
915/856-4849 fax

Patrol Division

Central Station

800 East Overland, 4th floor
El Paso, Texas 79901
915/546-2210
915/543-3812 fax

Montana Station

12501 Montana Avenue
El Paso, Texas 79938
915/856-4875
915/856-4896 fax

Vinton Station

436 East Vinton
Vinton, Texas 79838
915/886-2724
915/886-3109 fax

Special Operations

6825 Cielo Vista Drive, Box 4
El Paso, Texas 79925

Metro Narcotics Task Force

915/772-8865
915/775-0369 fax

HIDTA Enterprise Task Force

915/832-6011
915/832-6356 fax

Volunteer Program

800 E Overland, 4th floor
El Paso, Texas 79901
915/546-8117
915/546-2028 fax

Emergency 911

Non-Emergency 546-2280

June 28, 2007

Sandra Morris, MPH
Manager
Communicable Disease Control Group
Infectious Disease Control Unit
Texas Department of State Health Services

Ms. Morris,

Attached you will find the corrections you requested in your letter dated June 15.

Sincerely,

Assistant Chief Dolores Messick
Jail Administrator
El Paso County Sheriff's Office

- Attached: 1) Corrected screening plan
2) Copy of Current contract with PHS



First Nationally Accredited Sheriff's Office in Texas
First Two Nationally Accredited County Jails in Texas



STATE OF TEXAS)
COUNTY OF EL PASO)

**AMENDMENT NO. 1 TO
HEALTH SERVICES AGREEMENT
WITH PRISON HEALTH SERVICES, INC.**

On the 13th of December, 2004, THE COUNTY OF EL PASO, a political subdivision of the State of Texas, (hereinafter called "County") and the PRISON HEALTH SERVICES, INC., a Delaware corporation qualified to do business in the State of Texas, hereinafter called "PHS" entered into a Health Services Agreement. The Parties now desire to amend the Agreement to extend the term for two (2) years. All sections of the Agreement not specifically amended herein shall remain in full force and effect.

AGREEMENT

NOW THEREFORE, the parties agree as follows:

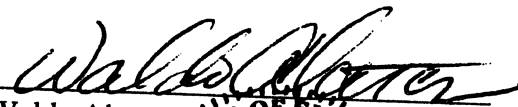
1. Section 8.1 of the Agreement is revised to add the following:

"The term of this Agreement shall be extended for one additional two (2) year term, ending October 31, 2008."

IN WITNESS WHEREOF, the parties hereto execute this agreement this 9th of October, 2006.

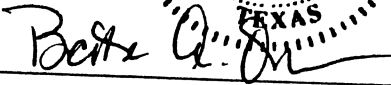
ATTEST:

THE COUNTY OF EL PASO


Waldo Alarcon, County Clerk

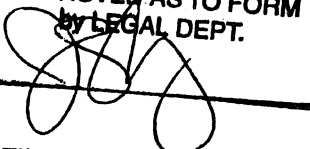
By 
Dolores Britones
County Judge

APPROVED AS TO FORM
COUNTY CLERK
COUNTY OF EL PASO
TEXAS


Assistant County Attorney

PRISON HEALTH SERVICES, INC.

By 

APPROVED AS TO FORM
BY LEGAL DEPT.




CORRECTIONAL TUBERCULOSIS SCREENING PLAN

Print in black ink or type. All sections of the plan must be filled out completely. **Do not leave questions blank. Do not use correction fluid.** The signed original plan must be mailed to the Texas Department of State Health Services (DSHS) Correctional TB Program. The plan can be downloaded from: <http://www.dshs.state.tx.us/idcu/disease/tb/programs/jails/>. If you need assistance filling out this plan, please call the Correctional TB Program at (512) 458-7447

A. GENERAL INFORMATION

1. NAME OF FACILITY El Paso County Detention Facility		2. JAIL ADMINISTRATOR Assistant Chief Dolores Messick	
3. PHYSICAL ADDRESS (List additional sites in Section F.) (Street) (City) (State) (Zip) 601 E. Overland El Paso Tx. 79901		4. PHONE (915) 546-2228	
5. MAILING ADDRESS (if different from above) (Street) (City) (State) (Zip)		6. FAX (915) 543-3810	
7. NAME OF CONTACT PERSON Charles Guffey, RN, BS		8. TITLE Health Services Administrator	9. EMAIL ADDRESS 070hsa@asgr.com
10. PHONE (915) 546-2203 main Jail (915) 856-4869 Jail Annex	11. TCJS CAPACITY Main Jail 1000 Jail Annex 1440	12. CURRENT POPULATION Main Jail 742 Jail Annex 1367	13. DATE PLAN SUBMITTED June 26, 2007

B. FACILITY

1. Which categories of inmates are held in your facility? (check all that apply) Federal County Out-of-State Out-of-County
 If FEDERAL, check all that apply: ICE BOP USM

2. Number of health care staff at the facility? Indicate credentials for each staff member (RN, LVN, etc.) 85
 MD - 3 PA - 1 RN - 27 LVN - 39 CMA - 8 Unit Clerk - 5
 Administrative Asst. - 1 Dental Asst. - 1 Mental Health Counselor - 1

3. Indicate number of staff trained on TB symptom screening. 77

4. Indicate number of staff authorized by your medical director to administer and read the tuberculin skin test. (Please provide list of individuals with credentials.)
 Jose Santos, CMA Lidia Esquivel, CMA Martha Regalado, CMA Bertha Abundis, CMA
 Jasqueline Vail, CMA Sonia Estrada, CMA Kimberly Meadows, CMA Carlos Fierro, CMA

5. Name, physical address and phone number of the medical director?
 Alex Salazar, MD
 601 E. Overland 12501 Montana
 El Paso, Tx. 79901 El Paso, Tx. 79938
 (915) 546-2203 (915) 856-4869

6. Where will chest X-rays** be done? (name, physical address, and phone number). El Paso County El Paso County Detention Facility Jail Annex 601 E. Overland 12501 Montana El Paso, Tx. 79901 El Paso, Tx. 79938 (915) 546-2203 (915) 856-4869	7. Who will interpret the x-rays? (name, physical address, and phone number) El Paso Vinton Diagnostic Dr. Heramb Singh, MD 1155 N. Zaragosa, Ste. C107 El Paso, Tx. 79936 (915) 790-1155
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****Note: Chest x-rays shall be done immediately if TB symptoms are present or within three days of a new positive skin test if person is asymptomatic.**

8. Name of the person (along with title) responsible for TB control at the facility (if different from the Medical Director). This person may be responsible for generating monthly reports, maintaining supplies and medications, and making necessary referrals.
 Joe Pabon, RN - Director of Nursing (El Paso County Detention Facility)
 Ofie Amor, RN - Director Of Nursing (Jail Annex)

9. Are medical services contracted out to a private entity/organization? If so, who and what services are provided? (Attach Contract)	10. Who provides the PPD and/or syringes to test inmates and employees? Inmates - El Paso City-County Health Department
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C. INMATE SCREENING

1. When will tuberculin skin testing occur? (Daily, Weekly?) **Daily**

2. Who will administer the tuberculin skin test? Please include shift(s).
Main Jail - 6a-2p CMA, 2p-10p CMA, 10p-6a CMA
Jail Annex - 7a-3p CMA, 3p-11p CMA, 11p-7a CMA

3. When will the tuberculin skin test be read? (For example: read on the 3rd day after incarceration).
Skin test results are interpreted 48-72 hrs after placement.

4. Where will an inmate with symptoms of TB be isolated? Provide name of hospital
Isolation Respiratory Ward (negative pressure room) at each facility. If room is not available the inmate will be transferred to Thomason Hospital.

Note: Please hospitalize TB suspect if negative air pressure isolation room is not available in your facility..

5. Do you have an isolation area in your facility with negative air pressure? Yes No

If Yes, how many? **Main Jail - 5 Jail Annex - 5**

6. Who will telephone the local health department (LHD) about TB suspects in custody? **Joe Pabon, RN Director of Nursing Main Jail**
Ofie Amor, RN Director of Nursing Jail Annex

7. Name, physical address and phone number of the Local (or Regional) Health Department and the name of the contact person?

El Paso Health and Environmental District
Maria Villa, RD - TB Program Director
5115 El Paso Drive
El Paso, Tx. 79905-2818
(915) 771-1230

8. What TB services, if any, does your Local or Regional Health Department provide to your facility? **Screening and clearance of abnormal or questionable chest X-Rays. Case management of active TB cases and suspects. Evaluation of high risk LTBI inmates. Training for PHS and EPSO personnel. Coordination of continuity of care and discharge planning.**

All inmates shall be evaluated for disease prevention treatment. All treatment must be documented. A record of treatment (TB400A & B) must be provided to DSHS or LHD staff to receive medication and services. Form TB-400 A&B and other forms are available from DSHS and LHD.

9. Who will maintain screening records at the jail?
Medical Department

10. Who is responsible for sending transfer records to TDCJ or other correctional facilities on inmates with TB.
Joe Pabon, RN Director of nursing - Main Jail
Ofie Amor, RN Director of Nursing - Jail Annex

11. Which form(s) does your jail use to transfer inmate records? Check all that apply: Texas Uniform Health Status Form Alien in Transit
 Other (Please specify) _____
Please attach a copy of the certificate(s).

D. EMPLOYEE SCREENING

1. When do screenings take place? (Per your facility's TB screening policy, please check all boxes that reflect when screenings occur)

Prior to employment

Annual at date of hire

Designated Month

Other - specify _____

2. If the employee has a positive reaction (10mm or greater), a chest x-ray and medical evaluation must be done. The employee must provide a statement from a physician stating "no active disease." How many days will you allow for the physician certificate to be provided?
30 days

3. Who is responsible for keeping records of employee certificates?
El Paso County Sheriff's Office - Human Resources Section

E. VOLUNTEER SCREENING

1. Do volunteers provide services in your facility? **If volunteers are not allowed in your facility, proceed to Section G.**

Yes No volunteers

2. When do screenings take place? (Per your facility's TB screening policy, please check all boxes that reflect when screenings occur)

Prior to becoming a volunteer

Annual on date of clearance

Designated month

If a volunteer has a positive reaction (10mm or greater,) they must provide a statement from a physician documenting the absence of active disease. The volunteer shall not re-enter your facility without the physician statement.

3. Who is responsible for receiving the physician statements and monitoring TB screening?

F. ADDITIONAL SITES

NAME OF FACILITY El Paso County Jail Annex	JAIL ADMINISTRATOR Assistant Chief Dolores Messick
PHYSICAL ADDRESS (Street) (City) (State) (Zip) 12501 Montana El Paso Tx. 79938	PHONE (915) 856-4869
MAILING ADDRESS (if different from above) (Street) (City) (State) (Zip)	FAX (915) 856-4838
CONTACT PERSON Charles Guffey RN, BS	PHONE (915) 856-4869
NAME OF FACILITY	JAIL ADMINISTRATOR
PHYSICAL ADDRESS (Street) (City) (State) (Zip)	PHONE ()
MAILING ADDRESS (if different from above) (Street) (City) (State) (Zip)	FAX ()
CONTACT PERSON	PHONE ()
NAME OF FACILITY	JAIL ADMINISTRATOR
PHYSICAL ADDRESS (Street) (City) (State) (Zip)	PHONE ()
MAILING ADDRESS (if different from above) (Street) (City) (State) (Zip)	FAX ()
CONTACT PERSON	PHONE ()

G. APPROVAL

This plan, if approved, will be maintained at the Texas Department of State Health Services, Infectious Disease Control Unit, Correctional Tuberculosis Program. Changes to your plan shall be reported to:

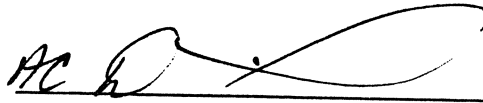
**Texas Department of State Health Services
Infectious Disease Control Unit
Correctional Tuberculosis Program
1100 West 49th Street
Mail Code: 1939
Austin, Texas 78756
(512) 458-7447**

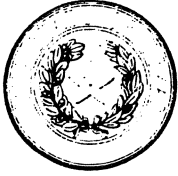
The Texas Commission on Jail Standards will be notified of the approval, rejection, expiration and renewal of your Correctional Tuberculosis Screening Plan.

PLEASE READ THE FOLLOWING STATEMENT CAREFULLY AND INDICATE YOUR UNDERSTANDING AND ACCEPTANCE BY SIGNING IN THE SPACE PROVIDED

Texas Administrative Code, Title 25, Part 1, Chapter 97, Subchapter H, Sec. 97.173, C, ii requires that every inmate shall have a screening test for tuberculosis on or before the seventh day of incarceration and at least annually thereafter if the inmate is not known to be a previous positive reactor. More frequent TB screening is recommended when a specific situation indicates an increased risk of transmission. Texas Health and Safety Code Chapter 89 Sec. 89.102 also requires corrections facilities to report to the local health department the release of an offender who is receiving treatment for tuberculosis. The local health department shall arrange for continuity of care for the offender.

THIS PLAN MUST BE SIGNED:

 6-28-07
Signature – Jail Administrator Date



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

DAVID L. LAKEY, M.D.
COMMISSIONER

1100 W. 49th Street • Austin, Texas 78756
1-888-963-7111 • <http://www.dshs.state.tx.us>
TDD: 512-458-7708

June 15, 2007

Assistant Chief Dolores Messick
Jail Administrator
El Paso County Detention System
601 E Overland
El Paso TX 79901

Dear Chief Messick:

The Infectious Disease Intervention and Control Branch Tuberculosis Program has reviewed your Correctional Tuberculosis Screening Plan. Unfortunately, we cannot approve your plan at this time due to the following:

1. Changes were made to this form using correction fluid (white out). The Correctional Tuberculosis Screening Plan is a legal document; therefore we cannot accept it with correction fluid.
2. **Section B9 (Facility)**- The attached contract with Prison Health Services states that it is valid from November 2004 through November 2006. Therefore, it has expired. Please provide us with a copy of the current contract.

Please mail an amended Correctional Tuberculosis Screening Plan, addressing the deficiencies noted above to: Texas Department of State Health Services, Infectious Disease Intervention and Control Branch, Correctional TB Program, 1100 West 49th Street, Mail Code 1939, Austin, TX 78756.

Your amended plan is due to this office by June 29, 2007. If you have any questions, please contact Cathy Gleasman in our Correctional TB Program at (512) 458-7447.

Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sandra A. Morris'.

Sandra A Morris, MPH
Manager
Communicable Disease Control Group
Infectious Disease Control Unit
Texas Department of State Health Services



CORRECTIONAL TUBERCULOSIS SCREENING PLAN

REC'D JUN 18 2007

Print in black ink or type. All sections of the plan must be filled out completely. **Do not leave questions blank. Do not use correction fluid.** The signed original plan must be mailed to the Texas Department of State Health Services (DSHS) Correctional TB Program. The plan can be downloaded from: <http://www.dshs.state.tx.us/idcu/disease/tb/programs/jails/>. If you need assistance filling out this plan, please call the Correctional TB Program at (512) 458-7447

1. NAME OF FACILITY El Paso County Detention System		2. JAIL ADMINISTRATOR Assistant Chief Dolores Messick	
3. PHYSICAL ADDRESS (List additional sites in Section F.) (Street) (City) (State) (Zip) 601E. Overland El Paso TX 79901		4. PHONE (915) 546-2228	
5. MAILING ADDRESS (if different from above) (Street) (City) (State) (Zip) SAME		6. FAX (915) 543-3810	
7. NAME OF CONTACT PERSON Charles Guffey, RN, BS		8. TITLE Health Services Administrator	9. EMAIL ADDRESS 070hsa@asgr.com
10. PHONE (915) 546-2203 Main Jail (915) 856-4869 Jail Annex	11. TCJS CAPACITY Main - 1000 Annex - 1440	12. CURRENT POPULATION Main - 742 Annex - 1367	13. DATE PLAN SUBMITTED June 7, 2007

B. FACILITY

1. Which categories of inmates are held in your facility? (check all that apply) Federal County Out-of-State Out-of-County
 If **FEDERAL**, check all that apply: ICE BOP USM

2. Number of health care staff at the facility? Indicate credentials for each staff member (RN, LVN, etc.) 85 MD-3 PA-1 RN-27 LVN-39 CMA-8 Unit Clerk-5 Administrative Asst.-1 Dental Asst.-1 Mental Health Counselor-1	3. Indicate number of staff trained on TB symptom screening. 77
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4. Indicate number of staff authorized by your medical director to administer and read the tuberculin skin test. (Please provide list of individuals with credentials.)

Jose Santos, CMA	Lidia Esquivel, CMA	Martha Regalado, CMA	Bertha Abundis, CMA
Jacqueline Vail, CMA	Sonia Estrada, CMA	Kimberly Meadows, CMA	Carlos Fierro, CMA

5. Name, physical address and phone number of the medical director?

Alex Salazar, MD
 601 E. Overland 12501 Montana
 El Paso, TX 79901 El Paso, TX 79938
 (915) 546-2203 (915) 856-4869

6. Where will chest X-rays** be done? (name, physical address, and phone number). El Paso County Detention Facility 601 E. Overland St. El Paso, TX 79901 (915) 546-2203	7. Who will interpret the x-rays? (name, physical address, and phone number) El Paso Vinton Diagnostic Dr. Heramb Singh, MD 1155 N. Zaragoza, Ste. C107 (915) 790-1155
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

****Note: Chest x-rays shall be done immediately if TB symptoms are present or within three days of a new positive skin test if person is asymptomatic.**

8. Name of the person (along with title) responsible for TB control at the facility (if different from the Medical Director). This person may be responsible for generating monthly reports, maintaining supplies and medications, and making necessary referrals

Joe Pabon, RN – Director of Nursing (El Paso County Detention Facility)
 Ofie Amor, RN – Director of Nursing (Jail Annex)

9. Are medical services contracted out to a private entity/organization? If so, who and what services are provided? (Attach Contract) Yes, Prison Health Services (See Attached Contract)	10. Who provides the PPD and/or syringes to test inmates and employees? Inmates – El Paso City-County Health Department Employees – Prison Health Services
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C. INMATE SCREENING

1. When will tuberculin skin testing occur? (Daily, Weekly?) Daily

2. Who will administer the tuberculin skin test? Please include shift(s).
El Paso County Detention Facility
6a-2p CMA, 2p-10p CMA, 10p-6a CMA
Jail Annex
7a 3p CMA, 3p-11p CMA, 11p-7a CMA3. When will the tuberculin skin test be read? (For example: read on the 3rd day after incarceration).
Skin test results are interpreted 48-72 hrs after placement4. Where will an inmate with symptoms of TB be isolated? Provide name of hospital
Isolation Respiratory Ward (Negative Pressure Room) at each respective facility. If room is not available the inmate will be transferred to R.E. Thomason General Hospital.**Note: Please hospitalize TB suspect if negative air pressure isolation room is not available in your facility.**5. Do you have an isolation area in your facility with negative air pressure? Yes No
If Yes, how many? 5-Mail Jail 5-Jail Annex6. Who will telephone the local health department (LHD) about TB suspects in custody? Joe Pabon, RN-Director of Nursing Main Jail
Ofie Amor, RN-Director of Nursing Jail Annex7. Name, physical address and phone number of the Local (or Regional) Health Department and the name of the contact person?
El Paso Health and Environmental District
Marie Villa, RN - TB Program Manager
5115 El Paso Drive
El Paso, Texas 79905-2818
(915) 771-1230

8. What TB services, if any, does your Local or Regional Health Department provide to your facility? Screening and clearance of abnormal or questionable chest X-Rays. Case management of active TB cases and suspects. Evaluation of high risk LTBI inmates. Training for PHS and EPSO personnel. Coordination of continuity of care and discharge planning

All inmates shall be evaluated for disease prevention treatment. All treatment must be documented. A record of treatment (TB400A & B) must be provided to DSHS or LHD staff to receive medication and services. Form TB-400 A&B and other forms are available from DSHS and LHD.

9. Who will maintain screening records at the jail?

Medical Department

10. Who is responsible for sending transfer records to TDCJ or other correctional facilities on inmates with TB.
Joe Pabon, RN - Director of Nursing Main Jail
Ofie Amor, RN - Director of Nursing Jail Annex11. Which form(s) does your jail use to transfer inmate records? Check all that apply: Texas Uniform Health Status Form Alien in Transit
 Other (Please specify) _____
Please attach a copy of the certificate(s).**D. EMPLOYEE SCREENING**

1. When do screenings take place? (Per your facility's TB screening policy, please check all boxes that reflect when screenings occur)

 Prior to employment Annual at date of hire Designated Month January Other - specify _____2. If the employee has a positive reaction (10mm or greater), a chest x-ray and medical evaluation must be done. The employee must provide a statement from a physician stating "no active disease." How many days will you allow for the physician certificate to be provided?
30 days3. Who is responsible for keeping records of employee certificates?
El Paso County Sheriff's Department - Human Resources Department**E. VOLUNTEER SCREENING**1. Do volunteers provide services in your facility? **If volunteers are not allowed in your facility, proceed to Section G.** Yes No volunteers

2. When do screenings take place? (Per your facility's TB screening policy, please check all boxes that reflect when screenings occur)

 Prior to becoming a volunteer Annual on date of clearance Designated month*If a volunteer has a positive reaction (10mm or greater,) they must provide a statement from a physician documenting the absence of active disease. The volunteer shall not re-enter your facility without the physician statement.*

3. Who is responsible for receiving the physician statements and monitoring TB screening?

F. ADDITIONAL SITES

NAME OF FACILITY	JAIL ADMINISTRATOR
PHYSICAL ADDRESS (Street) (City) (State) (Zip)	PHONE ()
MAILING ADDRESS (if different from above) (Street) (City) (State) (Zip)	FAX ()
CONTACT PERSON	PHONE ()
NAME OF FACILITY	JAIL ADMINISTRATOR
PHYSICAL ADDRESS (Street) (City) (State) (Zip)	PHONE ()
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CONTACT PERSON	PHONE ()
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MAILING ADDRESS (if different from above) (Street) (City) (State) (Zip)	FAX ()
CONTACT PERSON	PHONE ()

G. APPROVAL

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**Texas Department of State Health Services
Infectious Disease Control Unit
Correctional Tuberculosis Program
1100 West 49th Street
Mail Code: 1939
Austin, Texas 78756
(512) 458-7447**

The Texas Commission on Jail Standards will be notified of the approval, rejection, expiration and renewal of your Correctional Tuberculosis Screening Plan.

PLEASE READ THE FOLLOWING STATEMENT CAREFULLY AND INDICATE YOUR UNDERSTANDING AND ACCEPTANCE BY SIGNING IN THE SPACE PROVIDED

Texas Administrative Code, Title 25, Part 1, Chapter 97, Subchapter H, Sec. 97.173, C, ii requires that every inmate shall have a screening test for tuberculosis on or before the seventh day of incarceration and at least annually thereafter if the inmate is not known to be a previous positive reactor. More frequent TB screening is recommended when a specific situation indicates an increased risk of transmission. Texas Health and Safety Code Chapter 89 Sec. 89.102 also requires corrections facilities to report to the local health department the release of an offender who is receiving treatment for tuberculosis. The local health department shall arrange for continuity of care for the offender.

THIS PLAN MUST BE SIGNED:

 6-8-07
Signature-- Jail Administrator Date

AMERICA SERVICE GROUP, INC.



PERFORMANCE GUARANTY

KNOW ALL MEN BY THESE PRESENTS, that we,

Prison Health Services, Inc.

as Principal, hereinafter called Principal, and America Service Group Inc., 105 Westpark Dr., Second Floor Brentwood, TN 37027, a corporation duly organized under the laws of the state of Delaware, hereinafter called Guarantor, hereby absolutely, unconditionally and irrevocably, guarantee unto

THE COUNTY OF EL PASO, TEXAS

as Grantee, hereinafter called Grantee, the sum of _____ under the terms and conditions set forth below.

WHEREAS, the Principal has entered into a contract with Grantee for INMATE MEDICAL SERVICES pursuant to the terms and conditions of that certain contract between Principal and Grantee dated December _____, 2004 (Contract), and

WHEREAS, the Principal is required to furnish a Performance Guaranty securing the faithful performance of the Contract,

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that if said Principal shall well and truly complete all of the work described in the Contract within the time and in the manner therein specified, and shall observe, perform, fulfill, and keep all and every covenant and agreement in the Contract on the part of the Principal to be kept, performed and complied with within the time and in the manner therein specified, and shall truly and fully comply with the Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect for the term of the Contract.

If Grantee is considering declaring the Principal to be in default, Grantee shall notify Guarantor in writing of such, and Grantee, prior to Guarantor having any obligation under this Performance Guaranty, shall participate in a conference with Guarantor and Principal, to be held no later than fifteen (15) days after Grantee's written notification is received by Guarantor, to discuss in good faith the resolution to the considered default.

When Grantee has satisfied the condition of participating in the conference, and such conference has not resulted in a resolution of Grantee's considered default, Guarantor shall promptly, and at Guarantor's expense, take one of the following actions:

- a. Arrange for Principal, with Grantee's consent, to complete the Contract work; or

- b. Undertake to perform and complete the Contract work through use of qualified agents and/or independent contractors; or
- c. Pay to Grantee the sum set forth above, on condition that payment to Grantee shall completely and fully satisfy all obligations of Guarantor and Principal under the terms of this Performance Guaranty and the Contract, Grantee waiving any and all claims and causes of action Grantee then presently has or may have in the future, that arise out of or in any way relate to Principal's default of the Contract or Guarantor's obligations under this Performance Guaranty.

This Guaranty is unconditional and shall remain in full force and effect on any amendment, assignment, or other modification of such Services Agreement, whether or not Guarantor has any knowledge thereof. The Guarantor waives notice of any changes to the Services Agreement including, without limitation, changes in the contract time, the contract price, or the work to be performed. The Guarantor waives all demands upon and notices to Principal under the Services Agreement, and to the Guarantor other than as provided herein, including demands for performance, notices of non-performance, or proof of notice or demand and any other defense which may otherwise be available under the principles of guaranty or surety law which would operate to impair or diminish the liability under this Guaranty. Guarantor further agrees that Grantee may proceed against the undersigned Guarantor separately or jointly before, after, or simultaneously with proceeding against the Principal.

This Guaranty shall be construed in accordance with the laws of the State of Texas. In the event of any action or proceeding relating to the enforcement of the obligations of the Guarantor by the Grantee, the Guarantor agrees to submit to the jurisdiction of the District Court of Texas in El Paso County.

The Guarantor shall not assign its rights or obligations under this Guaranty.

IN WITNESS WHEREOF this Performance Guaranty has been executed this ___ day of _____ 2004.

(Witness)

(Witness)

(Principal)

(Title)

(Guarantor)

(Title)

SEAL

HEALTH SERVICES AGREEMENT

THIS AGREEMENT between the County of El Paso, Texas a political subdivision of the State of Texas (hereinafter referred to as "County"), and Prison Health Services, Inc., a Delaware corporation qualified to do business in the State of Texas, (hereinafter referred to as "PHS"), is entered into as of the ~~13~~¹⁴ day of December, 2004.

WITNESSETH:

WHEREAS, the County is charged by law with the responsibility for obtaining and providing reasonably necessary medical care for inmates of the El Paso County Downtown Detention Facility and Jail Annex which together comprise the El Paso County Detention System (hereinafter referred to as "Facility" or "System") which is under the supervision and control of the Sheriff of the County of El Paso ("Sheriff"); and

WHEREAS, the County desires to provide for health care to inmates in accordance with applicable law; and

WHEREAS, El Paso County issued a Request for Proposals ("RFP") #04-061 and PHS submitted a proposal in response to the RFP;

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

WHEREAS, the PHS is qualified to provide these services, PHS is interested in contracting with the County for these services, and the contract was awarded by the El Paso County Commissioners to PHS on September 27, 2004.

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

ARTICLE I: HEALTH CARE SERVICES

1.1 General Engagement. The County hereby contracts with PHS to provide for the delivery of reasonably necessary medical care to individuals under the custody and control of the El Paso County Detention System (except those described in Section 1.5), and PHS enters into this Agreement according to the terms and provisions hereof. Services under this Agreement shall commence on November 1, 2004, and shall continue for a period of two (2) years, in accordance with Section 8.1.

1.2 Scope of General Services. PHS shall perform services for the Facility as identified in the County's Request for Proposals regarding RFP#04-061 Comprehensive Health Services for

Inmates, and the proposal submitted by PHS in response to the County's RFP, both of which are incorporated into this Agreement by reference. RFP#04-061 which identifies the scope and requirements of the portion of the work to be performed at the Jail System under this Agreement and a copy of PHS' proposal (including the additional information provided by letter dated January 8, 2004) are attached hereto as Exhibits A and B, respectively. Any ambiguity or conflict among these documents shall be resolved by applying the following Order of Precedence: (1) This Agreement (including, all schedules, attachments, amendments and addenda thereto); (2) County's Request For Proposals (RFP #04-061); and (3) PHS's Proposal. This Order of Precedence notwithstanding, the mere omission of any matter from a higher-order document shall not, as to that matter, negate or modify the provisions of a lower-order document.

The responsibility of PHS for medical care of an inmate commences with the legal commitment of the inmate into the custody of the Sheriff and ends with the discharge of the inmate. PHS shall provide health care services for all persons upon arrival at the Facility, except those identified in Section 1.5. PHS shall provide all professional medical optical, psychiatric (excluding in-patient psychiatric hospitalization), psychological, dental and related health care and administrative services for the inmates in accordance with standards established by Texas Commission on Jail Standards (TCJS), The National Commission on Correctional Health Care ("NCCCHC") and American Correctional Association ("ACA"), including but not limited to, a health screening of each inmate upon arrival at the Facility, health evaluations, regularly scheduled sick call, nursing care, regular physician visits to the Facility, dental screening and services, mental health evaluation and clinical services, on-site emergency care, medical records management, pharmacy services management, administrative support services, and other services, all as more specifically described in this Agreement, the RFP and the PHS proposal.

Additionally, PHS will perform annual TB testing of Facility employees, which testing shall also include Detention System Employees. Staff employed by the County shall be treated within the Facility for injuries and/or illnesses only in an emergency and upon request of the Sheriff/Facility Commander. PHS will not provide prescription medication to Staff employed by the County unless it is in conjunction with emergency treatment.

1.3 Specialty Services. In addition to providing the general services described above, PHS shall, at its own cost, provide to inmates at the Facility special diagnostic medical services including, but not limited to, radiology, laboratory and EKG services to the extent such are determined to be medically necessary by PHS. Where other non-emergency specialty care is required and cannot be rendered at the Facility, PHS shall make arrangements with the Facility Commander for the transportation of the inmates in accordance with Section 1.7 of this Agreement.

1.4 Exceptions to Treatment. PHS will not be financially responsible for the cost of any medical treatment or health care services provided to any inmate prior to the inmate's commitment into the Sheriff's custody. Furthermore, PHS will not be financially responsible for the cost of any medical treatment or health care services provided to medically stabilize any inmate placed in the custody of the Sheriff with a life threatening injury or illness or in immediate need of emergency medical care. Once an inmate has been medically stabilized and committed to the Sheriff's custody, PHS will be financially responsible for the cost of all on-site medical treatment for health care services regardless of the nature of the illness or injury or whether or not the illness or injury

occurred prior or subsequent to the individual's incarceration at the Facility. An inmate shall be considered medically stabilized when the medical condition no longer requires immediate emergency medical care or outside hospitalization so that the inmate can be reasonably housed within the Facility.

PHS shall not be financially responsible for significant changes in treatment standards, including those associated with the approval of new drug classes, new diagnostic tests or new surgical procedures if such costs are expected to exceed two percent (2%) of the contract amount exclusive of population increases.

PHS shall not be responsible for medical costs associated with the medical care of any infants born to inmates. PHS shall provide health care services to pregnant inmates, but health care services provided to an infant following birth will not be the responsibility of PHS. PHS shall not be responsible for the costs or furnishing of any abortions unless medically necessary.

* PHS will not be responsible for any medical testing or obtaining samples which are forensic in nature.

PHS shall be responsible for the cost of three-day release medications for federal inmates, but only to the extent such inmates bring three days of medication with them, when committed to the facility. However, in that regard, PHS's responsibility is predicated upon the United States Marshal's Service giving written notification, to PHS, forty-eight (48) hours in advance thereof. To the extent such federal inmates do not have such medications with them, at the time of commitment, PHS shall bill the County for the cost of such three-day medication, if such lack of medications, upon commitment, becomes a chronic situation.

1.5 Inmates Outside the Facilities. Health care services are intended only for those inmates in the actual physical custody of the Sheriff, including inmates under guard in outside hospitals, about whom PHS has been notified. Such inmates will be included in the daily population count. No other inmates, including those in outside hospitals who are not under guard, shall be the responsibility of PHS, nor shall such inmates be included in the daily population count.

Inmates on any sort of temporary release, including, but not limited to, inmates temporarily released for the purpose of attending funerals or other family emergencies, inmates on escape status, inmates on pass, parole or supervised custody who do not sleep in the Facility at night, will not be included in the daily population count, and will not be the responsibility of PHS with respect to the payment or furnishing of health care services. The cost of medical services provided to inmates who become ill or are injured while on temporary release will not be the financial responsibility of PHS following their return to the Facility. This relates solely to the costs relating to the particular illness or injury incurred while on such temporary release; the costs of medical services for illnesses and injuries of inmates while in the Facility will be the responsibility of PHS.

Inmates in the custody of other police agencies (including, but not limited to, the United States Marshal's Service) outside the Facilities, or in the custody of other penal jurisdictions

permitted in the Facility by the Sheriff, are likewise excluded from the population count and PHS is not responsible for furnishing or payment of health care services for such inmates.

1.6 Elective Medical Care. PHS 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 the PHS Medical Director, cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being. Such decisions concerning medical care shall be consistent with general NCCHC standards. Any referral of inmates for elective medical care must be reviewed by the Sheriff/Facility Commander prior to provision of such services.

1.7 Transportation Services. To the extent any inmate requires off-site non-emergency health care treatment, Sheriff/Facility Commander will, upon prior request by PHS, its agents, employees or contractors, provide transportation as reasonably available, provided that such transportation is scheduled in advance. The County shall be financially responsible for all transportation costs.

1.8 Medicaid/Medicare. PHS will not seek, direct or assist in Medicaid/Medicare reimbursement. PHS will use its best efforts to inform each provider utilized by PHS where billing should be directed. Should PHS become aware that a provider utilized by PHS is billing Medicaid/Medicare, that provider will be promptly notified not to bill Medicaid/Medicare and then directed to bill PHS, the County or other allowable third-party payer.

ARTICLE II: PERSONNEL

2.1 Staffing. PHS shall recruit, interview, hire, train and supervise all medical, technical and support personnel as necessary for the rendering of health care services to inmates at the Facility as described in and required by this Agreement. The chart attached as Exhibit A includes the agreed-upon staffing plan necessary to provide the health care services required by the Facility for inmate population of 2400 inmates. All persons (whether PHS employees or PHS contractors) providing services under this Agreement shall submit to a background investigation and be approved by the Sheriff/Facility Commander.

The staffing plan is based on the assumption that there will be no more than 2400 inmates. Should the inmate population increase to a level greater than 2400 inmates for a period of 30 days or longer, health care staff in addition to those included in Exhibit A may be needed. Should a sustained increase occur, PHS shall propose a revised staffing plan and contract price to County and the County and PHS, by written amendment to this Agreement, shall make necessary adjustments in staffing and compensation in order to accommodate any additional staff positions which may be needed to serve the increased inmate population.

If the population decreases to less than 2000 inmates, for a period of three (3) consecutive months, PHS will propose a decrease in staffing until population is back to 2400, if such decrease can occur without a reduction in the level of service to the remaining population. The County and

PHS, by written amendment, shall decrease staffing to an appropriate level for the population and adjust the compensation under this Agreement accordingly.

PHS and County agree that if there is a staff position vacant for more than 30 days, PHS shall reimburse the County 130% of that vacant position's salary for every day beyond the 30 days. This reimbursement shall also be made to the County if PHS assigns temporary agency personnel to cover vacant positions for more than 8% of the staffing plan for more than 30 days. PHS and the County agree that this 30-day period shall only apply to the presentation of candidates, by PHS to the County, for such staff positions, but does not include the time necessary for the County to obtain security clearance for such candidates.

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

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

2.4 Use of Inmates in the Provision of Health Care Services. Inmates shall not be employed or otherwise engaged by either PHS or the Sheriff/Facility Commander in the direct rendering of any health care services. Upon prior written approval of the Sheriff/Facility Commander, inmates may be used in positions not involving the rendering of health care services directly to inmates.

2.5 Subcontracting and Delegation. In order to discharge its obligations hereunder, PHS will engage certain health care professionals as independent contractors rather than as employees. The Sheriff/Facility Commander shall have the right to conduct a background investigation and approve such professionals, but approval will not be unreasonably withheld. Subject to the approval described above, the Sheriff/Facility Commander consents to such subcontracting or delegation. As the relationship between PHS and these health care professionals will be that of independent contractor, PHS will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. PHS will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, PHS shall exercise administrative supervision over such professionals necessary to ensure the strict fulfillment of the obligations contained in this Agreement.

PHS will require such independent contractors providing health care services to comply with the provisions of Article V below. PHS shall also require that such independent contractors agree to execute any supplemental agreement regarding the confidentiality or security of Protected Health Information ("PHI") as required to comply or support County's compliance with applicable state or federal laws, rules, and or regulations, including HIPAA.

For each agent and subcontractor, including all medical professionals, physicians, dentists and nurses performing duties as agents or independent contractors of PHS under this Agreement, PHS shall provide the Sheriff/Facility Commander proof, if requested, that there is in effect a professional liability or medical malpractice insurance policy, as the case may be, in an amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) general aggregate.

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

- (a) No one will discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. Each will agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (b) In all solicitations or advertisements for employees, each will state that it is an equal opportunity employer.
- (c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

ARTICLE III: ACCREDITATION

3.1 Obligation of PHS. PHS' services shall meet the standards promulgated by the NCCHC and ACA. PHS will immediately meet and maintain ACA Accreditation standards and will work with County to obtain NCCHC accreditation. This obligation shall include the providing of written reports, on-site reviews, preparation of forms and applications and attendance at meetings as required by the Sheriff/Facility Commander. PHS shall not be responsible for NCCHC requirements not under PHS' direct control or within the scope of PHS services.

ARTICLE IV: EDUCATION

9.1 Base Compensation. The County will pay to PHS the base price sum of \$4,968,294.00 for the first twelve months of this Agreement, payable in equal monthly installments of \$414,024.50 each. PHS will invoice the County thirty (30) days prior to the month in which services are to be provided. The County agrees to pay PHS on the first (1st) day of the month in which services are rendered. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to PHS will be prorated accordingly for the shortened month. The County shall pay interest to PHS on all undisputed payments that are not paid when due. Interest shall accrue from the date the original payment was due at a rate of 1% per month until the payment is made in full in accordance with Texas Government Code, Title 10 (General Government), Subtitle F (State and Local Contracts and Fund Management), Chapter 2251 (Payment for Goods and Services), which governs the County of El Paso as a subdivision of the State of Texas.

9.2 Pharmacy Savings Option. PHS has projected in its proposal that it will spend \$548,000 for pharmaceutical costs. If PHS does not spend \$548,000 in the first contract year, within 30 days of the end of the first contract year, it will issue to the County a refund of 100% of the unspent amount for pharmaceutical costs. The County may request that PHS submit documentation satisfactory to the County that substantiates such pharmaceutical cost expenditures.

9.3 Increases in Inmate Population. The parties agree that the annual base price is calculated based upon an average daily inmate population of up to 2400. The average daily inmate resident population shall be calculated by adding the population or head count totals taken during the day and dividing by the number of counts taken. If the inmate population grows significantly and if the population increase is sustained, PHS reserves the right to request an increase to its staffing complement and an adjustment to its contract price in order to continue to provide services to the increased number of inmates and maintain the quality of care.

9.4 Change in Standard of Care or Scope of Services. The compensation under this Agreement reflects the Scope of Services outlined collectively in this Agreement, the RFP and the PHS proposal and the current community standard of care with regard to health care services. In the event of any change or modification in the standards of care (e.g. change in HIV/AIDS therapy, Hepatitis B therapy, etc.) or the scope of services, either party may request a renegotiation of the costs related to such change or modification. If the parties are unable to reach a mutual agreement within thirty (30) days from either party's written request to negotiate, either party may terminate this Agreement by providing the party with notice to cancel as set forth in Section 8.

9.5 Compensation Escalator. The compensation (i.e., annual base price and per diem rate as defined in Sections 9.1 and 9.2, respectively) to PHS for succeeding twelve (12) month periods (after the first twelve months of the Agreement) shall be increased by the percentage increase of the U.S. Department of Labor Consumer Price Index - All Urban Consumers, (CPI-U) U.S. City Average, Professional Medical Care Services (1982-84=100) not seasonally adjusted. The CPI adjustment for each successive twelve (12) month period shall be determined by comparing the CPI for the most recent period of the current contract year with the CPI for the same period of the prior year. The resultant percentage increase shall be multiplied by the annual base price to determine the subsequent annual price.

9.6 Inmates from Other Jurisdictions. Medical care rendered within the Facility to inmates from other jurisdictions housed in the Facility pursuant to contracts between the County and such other jurisdictions will be the responsibility of PHS, as limited by Section 1.5. Medical care that cannot be rendered in the Facility will be arranged by PHS, but PHS shall have no financial responsibility for such services.

9.7 Responsibility for Work Release Inmates. Notwithstanding any other provisions of this Agreement to the contrary, both parties agree that County inmates assigned to Work Release are personally responsible for the costs of any medical services provided to them. PHS may assist with arranging the necessary transportation for Work Release inmates to obtain medical care.

ARTICLE X: LIABILITY AND RISK MANAGEMENT

10.1 Insurance. At all times during this Agreement, PHS shall maintain general liability and professional liability insurance covering PHS, its employees and its officers in the minimum amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) general aggregate. The professional liability policy may be on a "claims made" basis, provided, however that, in lieu of the "tail coverage" required by the RFP, PHS agrees that, following termination or expiration of this Agreement, it shall maintain its professional liability policy, with the limits specified herein, for a period of five (5) years. In the event that there are coverage changes, PHS shall immediately notify the Sheriff in writing (with a copy to the Facility Commander and the County Risk Manager). PHS shall also notify the County or the Sheriff (with a copy to the Facility Commander and the County Risk Manager), in writing, of any reduction in policy amounts or cancellation of insurance coverage. PHS shall add the County as additional insured on its policies.

10.2 Lawsuits Against the Sheriff or County. In the event that any lawsuit (whether frivolous or otherwise) is filed against either the Sheriff or the County, its elected officials, employees and/or agents based on or containing allegations concerning medical care of inmates or on the performance of PHS's employees, agents, subcontractors or assignees, the parties agree that PHS, its employees, agents, subcontractors, assignees or independent contractors, as the case may be, may be joined as parties defendant in any such lawsuit and shall be responsible for their own defense and any judgments rendered against them. Nothing herein shall prohibit any of the parties to this Agreement from joining the remaining parties hereto as defendants in lawsuits filed by third parties.

10.3 Hold Harmless. PHS agrees to indemnify and hold harmless the County, its agents, servants and employees from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising solely out of the operation and maintenance of the aforesaid program of health care services as conducted by PHS employees or agents, it being the express understanding of the parties hereto that PHS shall provide the actual health care services, and have complete responsibility for such health care services provided by its employees or agents and any lawsuit arising solely out of such delivery of healthcare. The Sheriff shall immediately notify PHS of any incident, claim or lawsuit of which the Sheriff becomes aware and shall fully

cooperate in the defense of such claim, but PHS shall retain sole control of its defense while the action is pending.

ARTICLE XI: MISCELLANEOUS

11.1 Independent Contractor Status. The parties acknowledge that PHS is an independent contractor. 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.

11.2 Assignment and Subcontracting. Except to a wholly-owned subsidiary, affiliate or successor to PHS, but only after prior, written notification to County of any such assignment, PHS shall not assign this Agreement to any other corporation without the express written consent of the County, which consent shall not be unreasonably withheld. Any such assignment or subcontract shall include the obligations contained in this Agreement. Any assignment or subcontract shall not relieve PHS of its independent obligation to provide the services and be bound by the requirements of this Agreement.

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

(a) County: County Judge
County of El Paso, Texas
500 E. San Antonio
El Paso, Texas 79901

Sheriff Leo Samaniego
El Paso County Sheriff's Department
800 E. Overland
El Paso, Texas 79901

(b) PHS President
Prison Health Services, Inc.
105 Westpark Drive, Suite 300
Brentwood, Tennessee 37027

With a copy to:

General Counsel
America Service Group Inc.
105 West Park Drive, Suite 300
Brentwood, Tennessee 37027

Notices shall be effective upon receipt.

11.4 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 Texas, except as specifically noted. Venue shall lie in El Paso County, Texas. This paragraph shall not be construed to limit any rights a party may have to intervene in any action arising from this Agreement, wherever pending, in which the other is a party.

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

11.6 Amendment/Extension of Term. This Agreement may be amended, extended or revised only in writing and signed by all parties. In the event the parties desire to extend the term of the Agreement for successive term(s), the extension shall be subject to the requirement that PHS provide a performance bond as required by the RFP or the County may agree to accept a performance guaranty in lieu of the bond provided that PHS performance under this Agreement is satisfactory and PHS is not in default, and that the guarantor can demonstrate its credit worthiness and financial stability to the satisfaction of the County.

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

11.8 Third-Party Beneficiaries. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.

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

11.10 Force Majeure. Neither party shall be held responsible for any delay or failure in performance (other than payment obligations) to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, labor action, terrorism, embargo, government regulation, riot, civil or military authority, act of God, acts or omissions of carriers or other similar causes beyond their control.

11.11 Trial Duty. In the event PHS' personnel are required to devote time with regard to litigation or threatened litigation by or on behalf of County, this shall be part of their service time

pursuant to this Agreement. County shall be responsible for reasonable costs of substitute personnel to fill positions which would be vacant due to such court, trial appearance or other such requirements.

11.12 Effect of This Agreement. This Agreement constitutes the complete understanding between the parties with respect to the terms and conditions set forth herein and supersede all previous written or oral agreements and representations. The terms and conditions of this Agreement shall control over any terms and conditions in any solicitation, request for proposal, proposal, purchase order, acknowledgment, or other written form. This Agreement may be modified only in a writing that expressly references this Agreement and is executed by both of the parties hereto.

11.13 Sheriff's Designee/Liaison. The Sheriff has designated the Facility Commander as his designee under this Agreement and any other employee of the Sheriff's Office may be designated in writing by the Sheriff or Facility Commander as the liaison with PHS.

11.14 Performance Bond/Guaranty. The RFP requires that PHS provide a performance bond for the full amount of the Agreement. PHS proposed that County accept a performance guaranty from its parent corporation, America Service Group in lieu of the bond. The County has agreed to accept the performance guaranty ("Guaranty") for a reduction in the contract's price. PHS agrees that concurrent with the execution of this Agreement, it will cause its parent corporation to execute the Guaranty, in the form attached as Exhibit C.

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

COUNTY OF EL PASO

PRISON HEALTH SERVICES, INC.

By: *Dolores Briones*
Dolores Briones, County Judge

By: _____

Date: 12/13/04

Date: _____

Sheriff Leo Samaniego

Date: _____

Approved as to form:

ATTEST:

Brian G. ...
Assistant County Attorney

By: *Waldo ...*
County Clerk

EXHIBIT B

AMERICA SERVICES GROUP, INC.

PERFORMANCE GUARANTY

TUBERCULIN PPD FOR INMATES

Name: _____

DOB: _____

Date given: _____

Date read: _____

Site Given: _____

Size: _____ mm

Lot #: _____

Booking #: _____

Nurse: _____

Nurse: _____

I agree to TB testing by PPD. I understand the PPD must be read in 72hrs after being administered. I have never had a positive reaction to a TB skin test, nor have I been treated with TB drugs. I have also been instructed to check with my regular physician or the public health department if I am released prior to the TB test being read. I also can receive a fact sheet upon request and I have had an opportunity to have my questions answered.

Inmate Signature: _____

Date: _____

- | | |
|---------------------------------------------------------------------------|--------|
| 1. Have you ever been sick from tuberculosis or a chronic lung infection? | Yes/No |
| 2. Have you ever taken medicine to prevent tuberculosis? | Yes/No |
| 3. Do you have a cough now? | Yes/No |
| 4. Have you coughed up unexplained blood for more than 2 weeks? | Yes/no |
| 5. Have you lost 10 pounds or more in the past 3 months without trying? | Yes/No |
| 6. Do you think you have a fever? | Yes/No |
| 7. Do you sweat a lot at night after you go to bed? | Yes/No |
| 8. Have you been around someone who has been diagnosed with T.B.? | Yes/No |
| 9. Have you had a chest x-ray in the past year? | Yes/No |

If yes explain: _____

10. If any of the above answers is "Yes" notify a nurse to interview inmate.

Signature of person completing form: _____

Signature of nurse interviewing inmate: _____

Review and Recommendations: _____

EPCDF Medical Director: _____

Date: _____



**PRISON HEALTH SERVICES, INC
EL PASO COUNTY DETENTION SYSTEM
MAIN JAIL**

**Tuberculosis (TB) Screening Record
El Paso County Sheriff's Department Personnel**

Name: _____ I.D.NO: _____
D.O.B: _____ S.S.N: _____

I agree to TB testing by receiving a skin test PPD- Purified Protein Derivative of tuberculosis organism. To my knowledge, I have never had a "POSITIVE" reaction to previous TB skin test, nor have I been treated for TB. I understand that I must have the TB skin test interpreted in 72 hours and will need to return to the clinic 3 days after the TB skin test is placed on my left arm. I understand that I am to report any adverse reaction to the clinic nurse immediately. These conditions could include: fever over 100.0 degrees F, hives, severe itching, severe itching, unusual swelling or significant pain at the injection site, shortness of breath or chest pain. I have been given an opportunity to ask questions about this test and feel I have been given adequate information to give "informed consent" to TB testing.

Employee Signature: _____ Date: _____

1. Have you ever been sick from tuberculosis or other chronic lung infection? Yes No
2. Have you ever taken medicine to prevent or treat tuberculosis? Yes No
3. Have you recently had a cough or have a cough now? Yes No
4. Have you coughed up unexplained bloody secretions for more than 2 weeks? Yes No
5. Have you lost more than 10 pounds in the past 3 months without trying? Yes No
6. Do you know or suspect that you have been running a fever? Yes No
7. Do you perspire heavily or sweat at night after going to bed? Yes No
8. Have you recently been near or close to someone with known TB Yes No
9. Have you had an x-ray in the last year? Yes No
If so, why? _____
10. If you have lived in Mexico, did you ever received a vaccination for TB (BCG)? Yes No _____

PPD SITE: _____ DATE: _____ Given by: _____

PPD Lot #: _____ Exp Date: _____ Manufacturer: _____

Results: _____ mm Date: _____ Ready by: _____

MEDICAL SUMMARY OF FEDERAL PRISONER/ ALIEN IN TRANSIT
U.S. Department of Justice

TB Clearance Yes No

1) PPD Completed: _____ Date _____
 Results: _____

2) CXR Completed: _____ Date _____
 Results: _____

3) Health Authority
 Clearance: _____

Sign _____ Date _____

Note:
 Dates listed above must be
 within one year of this transfer.

I. PRISONER/ALIEN

Name: _____ Prisoner/Alien Reg. # _____ D.O.B: _____

Departed From: _____ Date Departed: _____

Destination: _____ Reason for Transfer: _____

Dist. Name: _____ Dist. # _____ Date in Custody: _____

II. Current

Medical Problems

1. _____ 4. _____
 2. _____ 5. _____
 3. _____ 6. _____

Medication	Dose	Route	Medication Required For Care En Route	
			Instructions For Use (Include proper time for Administering)	Stop

Additional Comments: _____

III. SPECIAL NEEDS AFFECTING TRANSPORTATION

Is prisoner medically able to travel by BUS, VAN or CAR? Yes No If no, Why not?

Is prisoner medically able to travel by airplane? Yes No If no, Why not?

Is prisoner medically able to stay overnight at another facility en route to destination? Yes No If no, Why not?

Is there any medical reason for restricting the length of time prisoner can be in travel status? Yes No If yes, state reason:

Does prisoner require any medical equipment while in transport status? Yes No If yes, What equipment?

Sign & Print Name- Certifying Health Authority: _____

Phone Number: _____ Date Signed: _____

EL PASO CO. DETENTION FACILITY
(915) 546-2203

TEXAS UNIFORM HEALTH STATUS UPDATE

I. NAME: _____ DOB: ___/___/___ AGE: _____
Last First MI
 STATE ID# _____ RACE: _____ SEX: Male ___ Female ___
 COUNTY/TDCJ# _____ WT: _____ HT: _____

II. CURRENT/CHRONIC HEALTH PROBLEMS

A. Health Problems

- 1. None
- 2. Asthma
- 3. Pregnancy
- 4. Dental Priority
- 5. Diabetes
- 6. Drug Abuse
- 7. Alcoholism
- 8. Orthopedic Problems
- 9. Cardiovascular/Heart Trouble
- 10. Suicidal
- 11. Mental Retardation
- 12. Mental Illness (Specify diagnosis) _____
- 13. Recent Surgery
- 14. Seizures
- 15. Dialysis
- 16. Hypertension
- 17. CARE System Y/N

III. SPECIAL NEEDS (Check all that apply)

A. Housing Restrictions

- 1. None
- 2. Skilled Nursing Facility
- 3. Extended Care Facility
- 4. Psychiatric Inpatient Facility
- 5. Respiratory Isolation
- 6. Other: _____

B. Transportation

- 1. Routine
- 2. Crutches/Cane
- 3. Ambulance
- 4. Wheelchair/Wheelchair Van
- 5. Prosthesis: _____

C. Pending Specialty Clinic Appointment

None _____ Type _____

D. ALLERGIES _____

NKA _____

**NOTE: When screening substance abuse facility clients, please contact the TDCJ-ID Health Services Liaison at (936)437-3589 for clients with any chronic disease symptoms deemed unstable.*

B. Preventive Medicine

- 1. Tuberculosis Status
 Skin Test: Date Given: ___/___/___ Date Read: ___/___/___ Results _____ mm*
 X-Ray: Date: ___/___/___ Normal ___ Abnormal ___* Anti-TB Treatment? No ___ Yes ___
- 2. Hepatitis: A ___ B ___ C ___ Other: _____
- 3. HIV Antibody: Test Date: ___/___/___ Results: Neg _____ Pos _____ CD4: _____ Date ___/___/___
- 4. Syphilis: Date: ___/___/___ Type: ___ Treatment Completed: ___ Yes ___ No

**NOTE: If any treatment has been recommended, the X-Ray was abnormal, or skin test indicates infection please attach tuberculosis record.*

C. Other Health Care Problems: _____

IV. CURRENT PRESCRIBED MEDICATIONS None _____

Medication	Dosage	Frequency

THIS FORM MUST ACCOMPANY ALL OF FENDERS TRANSFERRED TO AND FROM ALL TEXAS CRIMINAL JUSTICE ENTITIES

COMPLETED BY: _____ DATE: ___/___/___
Signature /Title

PHONE NUMBER: _____ FACILITY: _____