

Recorder's Office Cover Sheet

Recording Requested By:

Name: KERI SCHEETZ

Department: SHERIFF

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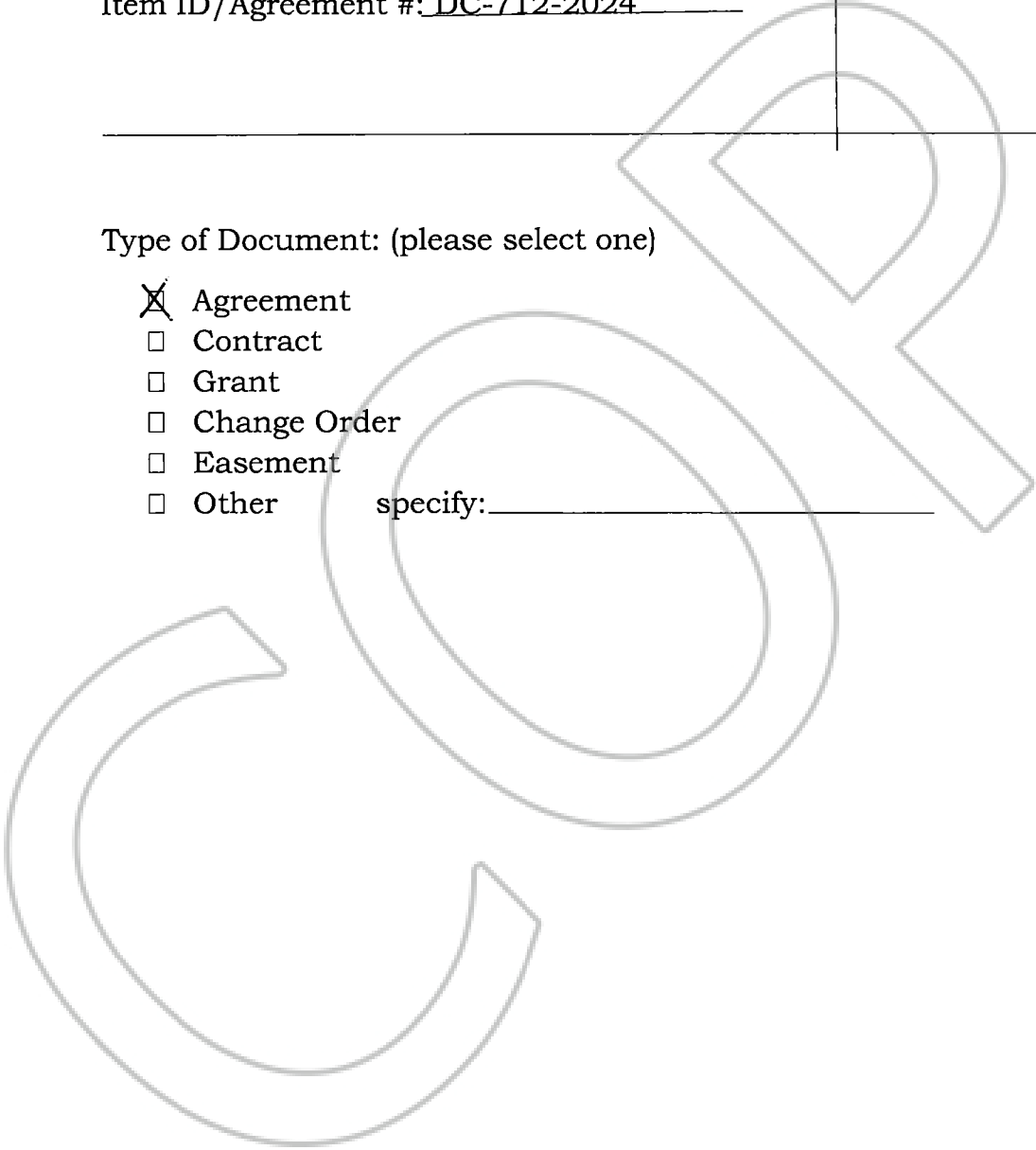
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SHAWNYNE GARREN, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
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- Other

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**HEALTH SERVICES AGREEMENT**

BY JD DEPUTY

**THIS AGREEMENT** (“Agreement” or “Contract”) by and between Douglas County, a political subdivision of the state of Nevada (hereinafter referred to as “COUNTY”) and Recon Technologies, Inc., a Nevada corporation, doing business as Recon Healthcare Services (hereinafter referred to as “Recon Healthcare Services”), is entered into and effective as of the 1<sup>st</sup> day of July, 2024 and shall continue for a period of three (3) years until June 30<sup>th</sup>, 2027 with two (2) optional, one (1) year extension terms, unless earlier terminated pursuant to the terms of this Agreement.

**WHEREAS**, the COUNTY owns and operates the Douglas County Jail Facility, located at 1038 Buckeye Road, Minden, NV 89423 (hereinafter collectively referred to as “Facility”); and

**WHEREAS**, the COUNTY has the obligation to provide for the health, safety, and welfare of all inmates incarcerated at the Facility; and

**WHEREAS**, the objective of the COUNTY is to provide for the safe delivery of quality healthcare services to all inmates at the Facility in accordance with applicable law; and

**WHEREAS**, Recon Healthcare Services is in the business of providing healthcare services for Jail Facilities and desires to provide such services for the COUNTY under the terms and conditions hereof;

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

**ARTICLE 1: HEALTH CARE SERVICES**

1.1 General Engagement. The COUNTY hereby engages Recon Healthcare Services to provide and to arrange to provide for the delivery of medical, dental, and psychiatric care to individuals under the custody and control of the COUNTY and sentenced to or incarcerated at the Facility (“Inmates”), and Recon Healthcare Services hereby accepts such engagement according to the terms and provisions hereof. In the provision of such services, Recon Healthcare Services agrees to meet or exceed all constitutional standards of healthcare while operating in the Facility.

1.2 Scope of General Services. Recon Healthcare Services will provide the Facility with on-site, medical staff for 12 continuous hours per day, 7 days per week, for the term of the Agreement. During this time, Recon Healthcare Services will provide professional medical, dental, psychiatric, and related health care administrative services for the Inmates, including a program for preliminary screening of Inmates upon arrival at the Facility, a comprehensive health evaluation of each Inmate following admission to the Facility, regularly scheduled sick call, nursing coverage, regular physician visits on site and/or via telehealth, infirmary care, medical specialty services, medical records management, pharmacy services, health education and training services, a quality assurance program, administrative support services, and other services, all as more specifically described hereinafter and in Recon Healthcare Services’ Proposal dated January 15<sup>th</sup>, 2024 (Final Proposal), attached hereto as Exhibit A, which shall be made part of this agreement.

1.3 Services Provided in Accordance with Standards. Recon Healthcare Services shall provide

the services specified herein, in accordance with any applicable State and Federal standards. COUNTY agrees that Recon Healthcare Services shall adhere to the standards of the National Commission on Correctional Health Care (hereinafter referred to as the "NCCHC"), and Recon Healthcare Services shall maintain NCCHC accreditation relating to health services in jails for the facility during the duration of the Agreement. Accreditation by the American Correctional Association (hereinafter referred to as the "ACA") is not required under this Agreement.

14 Specialty Services. Recon Healthcare Services will provide specialty services (e.g. radiology services, laboratory services, etc.) on site to the extent of clinical possibility. If specialty care is required and cannot be rendered on site, Recon Healthcare Services will make appropriate off-site arrangements for the rendering of such care. The costs of such off-site specialty services shall be the responsibility of Recon Healthcare Services subject to the limits on Recon Healthcare Services' financial responsibility as described in Article 1.9 of this Agreement.

15 Emergency Services. The COUNTY will be responsible to provide off-site emergency medical care to Inmates, to the extent required, through arrangements to be determined with local hospitals. The COUNTY will provide for ambulance services for emergency circumstances involving Inmates. Routine transfers for off-site non-emergency medical treatment will be the responsibility of the COUNTY. Recon Healthcare Services will provide first aid, emergency medical response to Inmates, visitors, and Facility staff as necessary and appropriate when on site.

16 Hospitalization Services. Recon Healthcare Services will arrange for the admission of any Inmate, who in the opinion of the treating physician requires hospitalization and the COUNTY will bear the costs of such Inpatient hospitalization.

17 Prenatal Care. Recon Healthcare Services will arrange, coordinate, and be responsible for financial costs associated with the provision of offsite, routine prenatal care, to include doctor's appointments, ultrasounds, and specialty care. Labor and delivery of infants, and any costs arising from hospitalization associated with pregnancy complications, will be addressed pursuant to Article 1.5 and 1.6 respectively of this Agreement.

18 Recon Healthcare Services Staffing. Recon Healthcare Services shall provide weekly staffing at the Facility in accordance with the staffing matrix attached hereto as Exhibit B.

19 Individual Inmate Cap and Annual Aggregate Cap. With the exception of emergency care, and other outpatient procedures and surgeries not covered under this contract, Recon Healthcare Services will be responsible for off-site charges, which could include outpatient specialty consults, physician fees, off-site dental fees, off-site treatment and diagnostics, contracted laboratory and radiology services, physical and occupational therapy, follow-up physician services, per inmate fees paid to medical specialists (with exception of site healthcare professionals included in staffing plan set forth in Exhibit B) for clinic services, and all other off-site, non-emergency fees for healthcare services rendered to an inmate, up to a cumulative total of \$10,000.00 (Ten-Thousand Dollars) per inmate per contract year with a \$80,000.00 (Eighty-Thousand Dollars) Annual Aggregate Cap. Such amount is subject to prorating for contract periods that are less than twelve months. Any diagnostic tests (i.e., laboratory, radiology, etc.) performed inside the Facility will not be factored into the Individual Inmate Cap. Recon Healthcare Services will directly pay outside provider and facility's claims for services rendered up to the Individual Inmate Cap. Recon Healthcare Services will make arrangements for all excess to be billed directly to the County by

the third party providing said services.

1.10 Pharmaceutical Services. Except as provided in 1.11, Recon Healthcare Services shall be responsible for providing all prescription and non-prescription medications as well as intravenous solutions that are currently FDA approved in accordance with all local, state, and federal rules, regulations, and laws, unless otherwise noted herein, including those related to mental health such as psychoactive drugs or psychotropics, in addition to those currently being prescribed to the inmate at the time of booking, to a maximum of \$80,000 (Eighty-Thousand Dollars) per yearly contract term, which is separate from the Individual Inmate Cap and Annual Aggregate Cap specified in Paragraph 1.9 of this agreement. Regular prescriptions will be provided within 72 (Seventy-Two) hours of the original physician's order. Recon Healthcare Services will keep a supply of critical medications on site to treat conditions such as cardiac disease, hypertension, seizure disorders, substance withdrawals as well as antibiotics for infection.

1.11 Exceptions to Treatment. In addition to other provisions excluded pursuant to this Agreement, Recon Healthcare Services will not be responsible for any medical testing or obtaining samples which are forensic in nature, except as required by local, state, or federal statute or regulation or by Court Order. Revisions of applicable statute or regulation pertaining to medical testing or obtaining samples, which are forensic in nature, which occur during the term of this Agreement, will be considered a further obligation of Recon Healthcare Services; however, if such revisions result in increased cost to Recon Healthcare Services, the parties agree to discuss same and reimbursement to Recon Healthcare Services. Recon Healthcare Services will not be responsible for costs associated with the transportation of inmates for off-site non-emergency health care treatment. Recon Healthcare Services will not be financially responsible for costs associated with transplants and/or experimental procedures. Recon Healthcare Services will not be financially responsible for any costs incurred after an inmate is released from COUNTY's custody. Recon Healthcare Services will not be responsible for emergency care, or the provision of elective medical care to inmates. Recon Healthcare Services will not be responsible, financially or otherwise, for providing health care services to an infant following birth. Recon Healthcare Services shall not be responsible for arranging or providing an abortion to any Inmate, unless determined to be medically necessary. Recon Healthcare Services will not be responsible for the costs associated with cancer drugs/treatment, Hepatitis C, or factor/hemophilia prescription drugs but will supply said medications as necessary and invoice COUNTY for the costs of same. Additionally, Recon Healthcare Services shall not be responsible for any costs associated with any Medication-Assistance Treatment (MAT) injectable medication(s).

1.12 Non-Covered Medical Services Billing. All external medical services not encompassed by the terms of this contract shall be invoiced directly to the county by the third party providing the services. The County agrees to promptly reimburse all reasonable and necessary medical expenses incurred for said services, provided that the services are deemed essential and are within the scope of non-covered services as outlined in this contract.

1.13 Pre-existing Conditions.

1. For the purposes of this agreement, pre-existing conditions are defined as injuries sustained prior to the commission of a public offense, injuries incurred during arrest for commission of a public offense, or injuries or illnesses that have been treated prior to the inmate being in custody.

2. Coordination for follow-up treatment of pre-existing illnesses or injuries will be the responsibility of Recon Healthcare Services. Recon Healthcare Services will be responsible for providing continuity of care and treatment for said pre-existing conditions, to include medication, specialty care, and any other treatment being prescribed to an inmate prior to booking at the facility, unless otherwise listed in section 1.11 and pursuant to sections 1.9 and 1.10 of this agreement. Recon Healthcare Services will not be financially responsible for new treatment options, experimental procedures, surgeries, or any other form of treatment that significantly deviates from the original prescribed treatment unless such treatment is deemed, in the view of Recon Healthcare Services' medical director, as no longer beneficial to the patient and new treatment is necessary to ensure the wellbeing of the inmate.
3. In the event the necessary level of care due to a pre-existing condition escalates while in custody, the provision and payment for such care shall be the responsibility of Recon Healthcare Services to the extent services are rendered on-site. Recon Healthcare Services shall be financially responsible for off-site care related to a pre-existing condition only in accordance with sections 1.5, 1.6, and 1.11 of this agreement.

1.14 Medical Waste. Recon Healthcare Services will be responsible for providing medical waste services for the exclusive use of Recon Healthcare Services and its healthcare professionals, to include, but not limited to, sharps, biological, infectious/hazardous waste mailers/containers and any other materials needed to ensure proper disposal of said waste.

1.15 Change in Standard of Care or Scope of Services. Compensation under Article 9 of this contract reflects the scope of services as finally agreed upon by the parties to this Agreement. Should any new treatments, community standards of care, drug classes or diagnostic tests be mandated by community health care standards, or should the COUNTY request a change in the scope of services, and Recon Healthcare Services' complying with these changes results in an increase in cost to Recon Healthcare Services, coverage of costs related to such changes are not covered in this Agreement and the parties agree to negotiate the price of any increased cost. Prior to such negotiation, Recon Healthcare Services agrees to provide the COUNTY information sufficient to evaluate the scope and necessity of and any increase in cost. In the event the parties cannot negotiate a mutually acceptable cost increase, either party may terminate this agreement upon 60-days advance notice to the other party.

During the course of the contract, either party may issue requests for changes in the contract to be considered by the other party. This shall take the form of an "Amendment" to the original contract, which, if accepted by both parties, shall be executed in writing as an official change to the contract.

## **ARTICLE 2: PERSONNEL**

2.1 Incorporation of Recon Healthcare Services Proposal. Recon Healthcare Services shall provide medical, psychiatric, dental, nursing, technical and support personnel as necessary for the rendering of health care services to inmates at the Facility as described in Recon Healthcare Services' Proposal attached hereto as Exhibit A, and staffing summary attached hereto as Exhibit

B, and as required by this Agreement.

22 Provision of Personnel. Recon Healthcare Services will provide medical, psychiatric, dental, technical, and support personnel necessary for the rendering of health care services to inmates as contemplated herein. The health care staff will be at levels consistent with those identified in Exhibit B of this Agreement. Recon Healthcare Services will make payroll records and time records available to the COUNTY, upon request, to enable the COUNTY to audit compliance with the staffing plan.

- A. The staffing pattern as described in Exhibit B shall be required under this Agreement. Should the COUNTY add new locations or services to those covered under this Agreement which result in staffing cost increases to Recon Healthcare Services, Recon Healthcare Services may seek compensation adjustment from the COUNTY, which shall not be unreasonably withheld.
- B. Recon Healthcare Services shall retain as many current health care personnel working at the Facility as practicable to help maintain continuity and consistency of the services required by this Agreement. COUNTY shall allow Recon Healthcare Services to conduct on-site interviews and training as necessary.

23 Licensure, Certification and Registration of Personnel. Recon Healthcare Services will ensure that all personnel provided or made available by Recon Healthcare Services to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable law. If requested by the COUNTY, Recon Healthcare Services shall provide to the appropriate, designated officer or department a copy of the license, certificate or registration of personnel employed by Recon Healthcare Services.

24 COUNTY's Satisfaction with Health Care Personnel. If COUNTY should become dissatisfied with any health care personnel provided by Recon Healthcare Services, or should COUNTY have security or any other concerns about Recon Healthcare Services' employees or contractors, such as their fitness or ability to perform at the Facility, COUNTY will give written notice to Recon Healthcare Services of its reasons for dissatisfaction. Recon Healthcare Services agrees to cooperate with COUNTY and respond to inquiries or complaints about its personnel or contractors, including lack thereof, in a timely manner. Recon Healthcare Services will exercise its best efforts to resolve the problem or concern. If a solution cannot be reached, Recon Healthcare Services will remove the individual according to Recon Healthcare Services' personnel policies or independent contractor agreement.

Recon Healthcare Services agrees to the following restrictions when hiring and assigning personnel to work at the Detention Facility:

- A. All Recon Healthcare Services personnel, subcontractors, and agents shall meet minimum standards as determined by COUNTY prior to receiving a security clearance to enter the Facility. If, at any time during the course of their employment or contract engagement, any Recon Healthcare Services employee or subcontractor engages in conduct (either on or off duty) which threatens the security of the Facility or would otherwise render that person ineligible for a security clearance, notwithstanding any other provision of this Agreement, COUNTY reserves the independent right to withdraw that person's security clearance and

shall immediately notify Recon Healthcare Services.

- B. Initial and continued assignment of staff and subcontractors by Recon Healthcare Services shall be subject to approval of COUNTY. All persons employed by Recon Healthcare Services or its subcontractors shall not be deemed to be COUNTY employees by reason of any provision of this Agreement.
- C. Recon Healthcare Services shall continuously maintain personnel files (or copies thereof) of all employees assigned to the Facility.

25 Staffing Penalties. Should Recon Healthcare Services leave any full time equivalent position vacant (unstaffed) for a period of thirty (30) days or more, Recon Healthcare Services agrees to pay the COUNTY a staffing credit (applied retroactively to the date the vacancy commenced) in the amount of the actual compensation cost of the vacant position. A staffing position shall be deemed filled when Recon Healthcare Services is paying an employee to fill the position. Compensation will be calculated using the hourly rate of the position (including benefits) multiplied by the number of hours that the position is not filled by Recon Healthcare Services. The liquidated damages shall be deducted from the amount owed by COUNTY to Recon Healthcare Services the following month. Recon Healthcare Services will provide a report of unstaffed hours to the COUNTY Project Manager by the 15<sup>th</sup> calendar day of each month.

26 Use of Inmates in the Provision of Health Care Services. Inmates will not be employed or otherwise engaged in the direct or indirect rendering of any health care services.

27 Subcontracting and Delegation. In order to satisfy its obligations hereunder, Recon Healthcare Services will engage certain health care professionals as independent contractors rather than as employees, and COUNTY expressly consents to such subcontracting or delegation within the limits specified in Article 2.4(A) above. As the relationship between Recon Healthcare Services and these health care professionals will be that of independent contractor, Recon Healthcare Services will not be considered or deemed to be engaged in the practice of medicine or other profession's practices by these professionals, and Recon Healthcare Services will not exercise control over the manner or means by which these independent contractors perform their professional duties. However, these professional independent contractors shall provide professional insurance as required and specified in Article 10 of this Agreement. Recon Healthcare Services shall provide a copy to COUNTY upon request. Further, any actions/omissions of these independent contractors are still subject to indemnification by Recon Healthcare Services as described in Article 10.3 herein.

28 Discrimination. Recon Healthcare Services agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1984 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities, or the Nevada Revised Statute (NRS) 613.330 Equal Employment Opportunity.

### **ARTICLE 3: ACCREDITATION**

3.1 Use of Accreditation Standards. Recon Healthcare Services hereby acknowledges and agrees to meet accreditation standards by the NCCHC on behalf of the COUNTY. COUNTY agrees, to the extent permitted by Applicable Law, to facilitate and prioritize Recon Healthcare Services policies and procedures required for continued compliance of said standards.

### **ARTICLE 4: EDUCATION AND TRAINING.**

4.1 Inmate and Staff Health Education. As part of its services, Recon Healthcare Services will provide education materials for Inmates and Deputies at the Facility with the objective of raising the level of Inmate health and health care. The health care education materials will include, at COUNTY'S request, programs in first aid, signs and symptoms of chemical dependency, reactions to medical emergencies, a mental health/suicide prevention program, contagious diseases, and any other programs identified by the Facility or COUNTY.

4.2 County Staff EMR Training. Pursuant to Article 5 of this agreement, Recon Healthcare Services will make every effort to train non-medical COUNTY staff, previously designated and authorized as per COUNTY policy, on the use of Recon Healthcare Services' Electronic Medical Record management system for the sole purpose of afterhours inquiries or to search for medical information any time medical personnel is not available on site. COUNTY agrees to and understands the part-time nature of the medical services being provided, and as such, use/access to the EMR shall not constitute approval, endorsement, or otherwise authorization by Recon Healthcare Services to perform medical services by non-medical staff in the absence of its health care professionals.

### **ARTICLE 5: REPORTS AND RECORDS**

5.1 Medical Records. Recon Healthcare Services will be responsible for maintaining a comprehensive, accurate medical record for each inmate who has received health care services at the facility. This medical record will be maintained pursuant to applicable law and will be kept separate from the inmate's confinement record. A summary of the applicable medical record will be available to accompany any inmate who is transferred from the Facility to another location for off-site services or who is committed permanently or temporarily to another detention facility. Medical records will be kept confidential, and Recon Healthcare Services will follow COUNTY'S policy with regard to access by inmates and Facility staff to medical records, subject to applicable law regarding confidentiality of such records. No information contained in the medical records will be released by Recon Healthcare Services except as provided by COUNTY's policy, by a court order, or otherwise in accordance with applicable law. Inmate medical records are and will remain the property of COUNTY.

5.2 Electronic Medical Records. Recon Healthcare Services will implement the keeping of inmate medical records in electronic format using Recon Healthcare Services' preferred electronic healthcare record system. This electronic medical record system will be fully functional no later than day one of the start of provision of services.

5.3 Regular Reports by Recon Healthcare Services to COUNTY. Recon Healthcare Services



shall provide to COUNTY, on a date and in a form mutually acceptable to Recon Healthcare Services and COUNTY, monthly and annual reports relating to care and services rendered under this Agreement. Such reports shall be submitted on a regular, periodic, or on an as-requested basis, to be determined by the mutual agreement of Recon Healthcare Services and COUNTY.

54 Recon Healthcare Services' Records Available to COUNTY with Limitations on Disclosure. Subject to Article 5.1 and 5.3, Recon Healthcare Services shall make available to COUNTY, at COUNTY's request and at no cost, all records, documents and other papers relating to the direct delivery of health care services to inmates hereunder, to include the delivery of health care services to an inmate that is an issue in any claim or litigation by or against COUNTY, Recon Healthcare Services, or their agents, contractors, or employees. COUNTY understands that many of the systems, methods, procedures, written materials, computer programs and other controls employed by Recon Healthcare Services in the performance of its obligations hereunder are proprietary in nature and will remain the property of Recon Healthcare Services. During the term of this Agreement and after its termination, information and/or documentation concerning this proprietary material may not be used, distributed, copied, or otherwise utilized by COUNTY except as required by law.

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

## **ARTICLE 6: SECURITY**

61 General. Recon Healthcare Services and COUNTY understand the importance of security services for the safety of the agents, employees, and subcontractors of Recon Healthcare Services as well as for the security of inmates and COUNTY staff, consistent with a detention facility setting. Accordingly, both COUNTY and Recon Healthcare Services will cooperate with each other in addressing security issues. COUNTY will use reasonable efforts to provide sufficient security to enable Recon Healthcare Services and its personnel to safely and adequately provide the health care services described in this Agreement, however, nothing herein shall be construed to make COUNTY, its deputies or employees a guarantor of the safety of Recon Healthcare Services' employees, agents or subcontractors, including their employees.

62 Security Override. In the event that Recon Healthcare Services recommends health care services for any inmate or Recon Healthcare Services recommends that an inmate be sent off-site for medical services, COUNTY will not interfere or override Recon Healthcare Services' health

care recommendations unless legal justification is provided.

63 Security During Transportation Off-Site. COUNTY will provide security in connection with the transportation of any inmate between the Facility and any other location for off-site services.

## **ARTICLE 7: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES**

7.1 General. COUNTY agrees to provide Recon Healthcare Services with office space, Facility, equipment, and utilities at the Facility sufficient to enable Recon Healthcare Services to perform its obligations pursuant to this Agreement. COUNTY shall be responsible for providing substitute space, if reasonably available and necessary, should Recon Healthcare Services recommend that the designated facilities are inadequate for the purposes hereof or that the designated medical facility become unsafe for any reason.

72 Information Technology. Recon Healthcare Services will install, maintain, and support an information technology (IT) infrastructure within the facility. This infrastructure will be utilized only by Recon Healthcare Services' staff and authorized jail staff to support the provision of healthcare services within the facility. Pre-existing COUNTY information technology resources including computers, printers, network accounts, etc. will be discontinued for healthcare staff. In addition, all COUNTY computer equipment will be removed from the work areas of healthcare staff in order for Recon Healthcare Services IT provided equipment to be installed and utilized during the term of this Agreement.

73 Delivery of Possession. COUNTY will provide to Recon Healthcare Services, beginning on the date of commencement of this Agreement, possession and control of all supplies, medical equipment, and office equipment in place at the Facility health care unit which are COUNTY's property or in the possession of COUNTY, and detailed in Exhibit C. At the termination of this Agreement, Recon Healthcare Services will return to COUNTY, possession and control of said medical and office equipment, in working order, reasonable wear and tear excepted, which was in place at the Facility's health care unit prior to the commencement of services under this Agreement and detailed in Exhibit C. All medical supplies purchased for the performance of the Agreement shall be the property of COUNTY and shall remain on-site at the termination of the Agreement.

74 Equipment. Recon Healthcare Services will be responsible for the cost of new and/or replacement equipment. Recon Healthcare Services will be responsible for ongoing repair and maintenance of all medical and office equipment provided and owned by COUNTY for use by Recon Healthcare Services under this Agreement. Medical and Office equipment, computers, printers and other miscellaneous equipment purchased by Recon Healthcare Services during the term of this Agreement will remain the property of Recon Healthcare Services upon termination of this Agreement.

75 General Maintenance Services. COUNTY will continue to provide to each inmate receiving health care services, the same services that it provides to all other inmates at the Facility including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

## **ARTICLE 8: TERM AND TERMINATION OF AGREEMENT**

8.1 Term. This Agreement shall commence at 12:00 A.M. on July 1<sup>st</sup>, 2024. The initial term of this Agreement shall be for three (3) years, ending at 11:59 P.M. on June 30<sup>th</sup>, 2027, with an option for two (2) additional one (1) year extensions at the sole discretion of the COUNTY.

8.2 Termination. Notwithstanding the provisions of Article 8.1, this Agreement may be sooner terminated on the first to occur of the following:

- A. Termination for Default. COUNTY shall give notice to Recon Healthcare Services that Recon Healthcare Services has materially defaulted in the performance of any of its obligations hereunder and such default shall not have been cured within thirty (30) days following the giving of such notice in writing, the party giving notice shall have the right to immediately terminate this Agreement.
- B. Termination Without Cause. Recon Healthcare Services may terminate this Agreement without cause by providing not less than one hundred eighty (180) days prior written notice to COUNTY. Notice hereunder shall be provided pursuant to Article 11.3 of this Agreement.
- C. Termination for Failure to Appropriate Funding. In the event the COUNTY fails to appropriate requisite funds for any reason for any ensuing fiscal year(s) for payment of amounts due under this Agreement, necessitating termination of the Agreement by County, Recon Healthcare Services shall, upon receipt of a ninety (90) days advance written notice of termination, agree to hold the COUNTY free from any charge or penalty as a result of the termination, and neither party shall have any further obligation to the other upon the effective date of termination.

8.3 Responsibility for Inmate Health Care. Upon termination or expiration of this Agreement, all responsibility for providing on-site health care services to all inmates will be immediately transferred from Recon Healthcare Services to COUNTY.

8.4 Payment for Services Performed. In the event that this Agreement is terminated for any reason, COUNTY agrees to pay Recon Healthcare Services for services actually performed through the date of termination.

## **ARTICLE 9: COMPENSATION**

9.1 Base Compensation. Compensation amounts to Recon Healthcare Services will be made in accordance with Proposal dated January 15<sup>th</sup>, 2024 (Final Proposal). COUNTY will pay Recon Healthcare Services accordingly for the initial term of the agreement and subsequent yearly renewals, payable in equal monthly installments.

Recon Healthcare Services will bill COUNTY by the first day of the month for which services will be rendered, and COUNTY agrees to pay Recon Healthcare Services on or before the last day of the month in which services are rendered. In the event this Agreement should terminate on a date other than the end of a calendar month, compensation to Recon Healthcare Services will be prorated accordingly for the shortened month.

9.2 Renewal Period increase. Yearly base compensation for this Agreement will be subjected to a 4% increase prior to the commencement of the next yearly term. Other requests for pricing increases shall require written justification from Recon Healthcare Services. Consideration and approval will be at the sole discretion of COUNTY. Requests must be submitted in writing to the COUNTY no less than one hundred eighty (180) days prior to the expiration of the current agreement period.

9.3 Pricing Matrix.

Year 1 (July 1 <sup>st</sup> , 2024 – June 30 <sup>th</sup> , 2025)	\$ 630,000.00
Year 2 (July 1 <sup>st</sup> , 2025 – June 30 <sup>th</sup> , 2026)	\$ 655,200.00
Year 3 (July 1 <sup>st</sup> , 2026 – June 30 <sup>th</sup> , 2027)	\$ 681,408.00
Year 4 – Optional Extension (July 1 <sup>st</sup> , 2027 – June 30 <sup>th</sup> , 2028)	\$ 708,664.32
Year 5 – Optional Extension (July 1 <sup>st</sup> , 2028 – June 30 <sup>th</sup> , 2029)	\$ 737,010.89

9.4 Changes in the Law. If any statute, rule or regulation is passed, or any order issued, or any statute or guideline adopted or interpretation made, or additional Facility opened, that materially changes the scope of services or increases the cost to Recon Healthcare Services of providing health care services hereunder, Recon Healthcare Services and COUNTY agree to negotiate reasonable additional compensation to be paid by COUNTY to Recon Healthcare Services as a result of such changes. Prior to negotiation, Recon Healthcare Services agrees to provide COUNTY information sufficient to evaluate the scope and necessity of and any increase in cost. If the parties are unable to negotiate a mutual agreeable increase in compensation, either party may terminate this Agreement without further obligation to the other party.

**ARTICLE 10: LIABILITY AND RISK MANAGEMENT**

10.1 Insurance. COUNTY, its officers, agents, employees and volunteers are to be covered with respect to vicarious liability arising solely and entirely out of the rendering of or failure to render professional services by Recon Healthcare Services and provided that the alleged acts or omissions giving rise to the liability are otherwise covered by the policy.

**A. Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division prior to the start of work under this Agreement. COUNTY reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by the COUNTY Risk Manager prior to the change taking effect.

**B. Acceptability of Insurers:** Insurance is to be placed with insurers with a Best's rating of

no less than A-. COUNTY, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's ratings upon review of financial information concerning Recon Healthcare Services and insurance carrier. COUNTY reserves the right to require that the Recon Healthcare Services' insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

- C. **Verification of Coverage:** Recon Healthcare Services shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms approved by COUNTY. All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by COUNTY before work commences. COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.
- D. **Sub-Contractors:** Recon Healthcare Services shall include all independent Sub-contractors as insured under its policies or furnish separate certificates and endorsements for each Sub-contractor. Sub-contractor shall be subject to all of the requirements stated herein.
- E. **Miscellaneous Conditions:**
1. Recon Healthcare Services shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by Recon Healthcare Services, any Sub-contractor, or anyone employed, directed or supervised by Recon Healthcare Services.
  2. Nothing herein contained shall be construed as limiting in any way the extent to which Recon Healthcare Services may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Sub-contractors under it.
  3. In addition to any other remedies COUNTY may have if Recon Healthcare Services fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
    - A. Order Recon Healthcare Services to stop work under this Agreement and/or withhold any payments which become due to Recon Healthcare Services hereunder until Recon Healthcare Services demonstrates compliance with the requirements hereof;
    - B. Purchase such insurance to cover any risk for which COUNTY may be liable through the operations of Recon Healthcare Services under this Agreement if Recon Healthcare Services is unable to comply with the insurance requirements, and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;

C. Terminate the Agreement.

4. Recon Healthcare Services shall purchase and maintain in force at all times during the term of this Agreement, insurance with limits not less than indicated below.

A. Commercial General Liability (CGL) Insurance: The minimum acceptable limits of liability insurance to be provided by such commercial general (CGL) liability insurance shall be as follows:

- Bodily Injury/Property Damage Insurance with limits of \$1,000,000 for each occurrence and a \$2,000,000 general aggregate.
- Recon Health Care Services shall maintain CGL and commercial umbrella insurance with a total limit of not less than \$1,000,000 per claim. If coverage as required under this paragraph is written on a claims-made basis, Recon Health Care Services warrants that the retroactive date of the coverage, if any, shall proceed July 1, 2024. Recon Health Care Services shall maintain continuous coverage as required herein, or shall exercise an extended discovery period under the policy/policies for a period of at least five (5) years beginning from the time that work under the contract is completed.

B. Professional Liability Insurance: The minimum acceptable limits of liability to be provided by such professional liability insurance shall be as follows:

- \$1,000,000 per claim.
- \$2,000,000 per annual aggregate per physician/dentist or other contractor insured.
- \$3,000,000 per annual aggregate for corporate ancillary personnel.
- \$1,000,000 per claim for any negligent act, error, mistake, or omission, including contractual liability to cover tort liabilities assumed in Article 10.2 and 10.3 of this Agreement.

C. Umbrella (excess liability policy) or additional limits on foregoing risks:

- \$1,000,000. General liability, professional liability and employers liability insurance must be scheduled underlying coverage listed on the umbrella/excess liability policy.

5. Workers Compensation Insurance:

A. It is understood and agreed that there shall be no Industrial Insurance coverage provided for Recon Healthcare Services or any Sub-contractor by COUNTY. Recon Healthcare Services agrees, as a precondition to the

performance of this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210. Recon Healthcare Services shall carry and maintain workers' compensation and employers' liability insurance as detailed below. Recon Healthcare Services shall provide a waiver of subrogation endorsement in favor of COUNTY providing protection at least as broad as an unmodified NCCI WC 00 03 13 endorsement, "Waiver of Our Right to Recover from Others." Programs underwritten by any self-insured group require COUNTY'S prior written approval. If Recon Healthcare Services leases employees through an employment management, professional employer organization, or other such company, evidence of insurance must be provided through an alternate employer/leased employee endorsement naming COUNTY on the employment company's workers' comp policy. Workers' compensation limits shall apply as required by any applicable law, regulation or statute. Employers' liability shall include limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease; and, \$1,000,000 policy limit for bodily injury by disease.

- B. Should Recon Healthcare Services be self-funded for Industrial insurance, Recon Healthcare Services shall so notify COUNTY in writing prior to the signing of any agreement. COUNTY reserves the right to approve said retentions and may request additional documentation, financial or otherwise for review prior to the signing of any agreement.
- C. Recon Healthcare Services shall maintain workers compensation and employers' liability insurance. Workers' compensation shall meet all statutory requirements of the states in which Recon Healthcare Services operates and provides coverage under this agreement.
- D. The employer's liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. Recon Healthcare Services waives all rights against COUNTY and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability, or commercial umbrella liability insurance obtained by Recon Healthcare Services.

10.2 Hold Harmless. To the fullest extent permitted by law, Recon Healthcare Services agrees to indemnify, defend and hold harmless COUNTY, its agents, officers and employees, from and against all loss or expense, including but not limited to reasonable attorney's fees and expert fees, for personal or bodily injury, including death, and property loss or damage arising out of any wrongful act, negligence, or omission of Recon Healthcare Services, its agents, employees or subcontractors. Recon Healthcare Services will have no obligation to indemnify, defend and hold harmless COUNTY, its agents, officers and employees for any injury or damage solely caused by the negligence, or omission of COUNTY, its employees or subcontractors. Recon Healthcare

Services' obligations pursuant to this provision will not apply to any claim, liability, cost or expense incurred in connection with treatment of any Inmate's injury if such treatment occurred prior to the Inmate's custody by COUNTY or at any time the inmate was outside COUNTY's custody. Recon Healthcare Services' obligations pursuant to this provision will not apply to any claim, liability, cost or expense solely caused by the acts or omissions of any of COUNTY officers, agents, or employees which prevent an inmate from receiving medical care as directed by Recon Healthcare Services. COUNTY shall promptly notify Recon Healthcare Services of any incident, accident, claim or lawsuit of which COUNTY becomes aware that does or may potentially involve Recon Healthcare Services, and shall fully cooperate in the defense of such claim. Recon Healthcare Services further agrees to indemnify, defend and hold harmless COUNTY, its agents, officers and employees from and against all claims or liability for compensation arising out of injuries sustained by any employee or agent or subcontractor or subcontractor's employee of Recon Healthcare Services. Recon Healthcare Services further agrees to indemnify, defend and hold harmless COUNTY, its agents, officers and employees from and against all claims or liability for compensation arising out of costs, damages, expenses, fines, penalties (including legal fees and costs), or other liabilities, resulting from or related to the creation, use, receipt, storage and/or transmission of Protected Health Information (PHI) under HIPAA, state privacy laws, and/or any other foreign or domestic, federal, state or local law or regulation. Recon Healthcare Services acknowledges sole responsibility for the maintenance and security of PHI and HIPAA protected data. This provision shall survive the termination or expiration of this Agreement.

10.3 Indemnity. To the fullest extent permitted by law, Recon Healthcare Services shall protect, defend, indemnify, and hold harmless the COUNTY, the Douglas County Sheriff, and all County Agencies, including public officials, and employees acting in the course of their employment (the "Indemnified Parties"), from any and all claims, damages, lawsuits, costs, judgments, expenses, attorneys fees, expert fees, and any other liabilities that may arise in way from Recon Healthcare Services' performance of this Agreement and including Recon Healthcare Services' employees and agents, provided, however, that Recon Healthcare Services shall have no obligation to indemnify the COUNTY, the Douglas County Sheriff, and/or all COUNTY Agencies, to include any employees, agents or contractors for any losses, damages and/or injury to the extent directly caused by a negligent or intentional act or acts or other omission(s) attributable to the COUNTY or its employees, or for any claim to the extent directly caused by: (1) the COUNTY, or its employees preventing an inmate from receiving medical care ordered by Recon Healthcare Services or its agents or (2) failure by the COUNTY or its employees, to promptly refer an ill or injured inmate to Recon Healthcare Services for treatment. Recon Healthcare Services' obligation under this Article includes the indemnification of the Indemnified Parties from any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities that may arise from a breach of Recon Healthcare Services' EMR System, and any and all copyright claims, damages, lawsuits, costs, judgments, expenses or liabilities associated with Recon Healthcare Services' use of the EMR System.

In settling any claim made against at least one Indemnified Party, Recon Healthcare Services shall use Reasonable Efforts to have any and all Indemnified Parties dismissed as a party rather than have a settlement entered against the Indemnified Parties. "Reasonable Efforts" means, with respect to a given obligation, the efforts that a reasonable person in Recon Healthcare Services' position would use to comply with that obligation as promptly as possible.



10.4 Limited Liability. COUNTY will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any contract breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Recon Healthcare Services, for the Fiscal Year budget in existence at the time of the breach. Recon Healthcare Services' tort liability shall not be limited.

## **ARTICLE 11: MISCELLANEOUS**

11.1 Independent Contractor Status. The parties acknowledge that Recon Healthcare Services 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 as provided in Article 2.7, Recon Healthcare Services shall not assign this Agreement, or any of its rights or obligations under this Agreement, without the express written consent of COUNTY, which consent shall not be withheld provided the assignee is a qualified provider of services such as those to be provided hereunder and shall have equal or more financial resources than Recon Healthcare Services. Any such assignment or subcontract shall include all of the obligations contained in this Agreement. The parties hereby agree that various independent contractors serving as medical providers will be utilized in carrying out the obligations contained in 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:

Recon Healthcare Services:

Carlos L. Bonilla  
Administrator  
Recon Healthcare Services  
3708 Lakeside Dr. Suite 200  
Reno, Nevada 89509

With a copy to: [CustomerService@ReconHCS.com](mailto:CustomerService@ReconHCS.com)

COUNTY:

Douglas County Sheriff's Office  
1038 Buckeye Road  
Minden, NV 89423

With a copy to: Douglas County Under Sheriff at  
RElges@douglasnv.us \_\_\_\_\_

Notices shall be effective upon receipt.

11.4 Governing Law and Venue. 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 Nevada. Any litigation arising out of this Agreement shall be brought in a State Court in Douglas County, Nevada and/or in the United States District Courts for the District of Nevada.

11.5 Amendment. This Agreement may be amended or revised if approved by authorized parties, only in writing, and signed by all parties to this Agreement.

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

11.7 Other Contracts and 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 any non-party who might otherwise claim to be deemed to constitute a third-party beneficiary hereof.

11.8 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.

11.9 Force Majeure. Neither party shall be held responsible for any delay or failure in performance, other than payment obligations and provision of medical, dental, psychiatric, and nursing services, to the extent that such delay or failure is caused by fire, riot, flood, explosion, war, strike, embargo, government regulation, civil or military authority, or act of God.

11.10 Effect of This Agreement. This Agreement, including the attachments, and documents previously incorporated herein as the Proposal and Exhibits, 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. To the extent that the language of any proposal, attached exhibit, or other incorporated document to this Agreement conflicts with the language of this Agreement, the language of this Agreement shall prevail. This Agreement may be modified only in a writing that expressly references this Agreement and is executed by all of the parties hereto.

11.11 Survival. The provisions of this Agreement pertaining to the obligation to pay for services rendered pursuant to this Agreement shall survive the termination of this Agreement.

11.12 Electronic Medical Records. Recon Healthcare Services will provide its electronic medical records software system ("software") for use in the Facility. Recon Healthcare Services shall maintain ownership of this software and COUNTY shall be entitled to quantitative and select information as required by COUNTY. At the termination or expiration of this Agreement, Recon Healthcare Services shall remove the software. All inmate medical information contained by the

software should be provided to COUNTY in some media format acceptable to COUNTY's new provider.

During the term of the Agreement, COUNTY shall keep this software and all information pertaining to it confidential at all times. Furthermore, COUNTY agrees that it will not:

- (i) Lease, loan, resell, sublicense or otherwise distribute the software to parties who are not COUNTY governmental entities;
- (ii) Permit third-party access to, or use of, the software, except as permitted in within this Agreement;
- (iii) Create derivative works based on the software;
- (iv) Reverse engineer, disassemble, or decompile the software; or
- (v) Remove any identification or notices contained on the software.

COUNTY and/or Facility will notify Recon Healthcare Services in the event either party becomes aware of any unauthorized third-party access to, or use of, the software.

Recon Healthcare Services shall be responsible for providing a firewall, maintenance, backup data, virus corruption, and licenses for this software.

11.13 PREA Compliance. Recon Healthcare Services will maintain compliance with the Justice Department's Prison Rape Elimination Act (PREA)-final ruling of May, 2012, and subsequent rulings as applicable, to include staff training, prevention planning, screening, and reporting standards. Recon Healthcare Services agrees to cooperate in all PREA auditing, compliance, and/or certification proceedings engaged in by County.

11.14 Enforcement. In the event any party incurs legal expenses or costs to enforce the terms of this Agreement, each party shall be responsible for its own fees and costs, unless otherwise specified in the language of this Agreement.

11.15 Compliance with Laws. The parties hereto expressly acknowledge that it has been, and continues to be, their intent to comply fully with all federal, state and local laws, Court Orders, rules, and regulations. In the event of any legislative or regulatory change or determination, whether federal or state, that has or would have a significant adverse impact on either party thereto in connection with the performance of its obligations, or should any party be deemed for any reason to be in violation of any statute or regulation arising from this Agreement, this Agreement shall be renegotiated to comply with the applicable provisions of the current law.

11.16 Confidentiality. It is understood that in the course of the engagement established under this Agreement, each party may learn of or obtain copies of confidential or proprietary software, systems, manuals, documents, protocols, procedures, or other materials developed by or belonging to the other party, and not generally available to the public (hereinafter referred to as "Confidential Information"). All Confidential Information shall be and remain the property of the party originally having ownership thereof. Neither party will, without the express written consent of the other party,

use the Confidential Information of the other party, except as expressly contemplated by this Agreement, and the receiving party shall cease all use of the other party's Confidential Information upon the termination or expiration of this Agreement. Except as required by law or legal process, each party shall maintain the confidentiality of the Confidential Information provided hereunder, and shall not disclose such information to third parties. This provision shall survive the termination or expiration of this Agreement.

11.17 Compliance with Applicable Laws. Should COUNTY be awarded federal funds of which a portion are used in relation to this Agreement, then Recon Healthcare Services' performance under this Agreement shall be in accordance with the applicable contract provisions for non-federal entity contracts under federal awards required under Appendix II to the Uniform Guidance and attached hereto as Exhibit D (the "Required Contract Provisions").

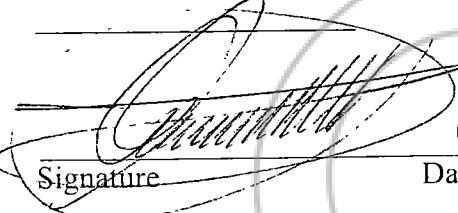
**IN WITNESS WHEREOF**, the parties have executed this Agreement in their official capacities with legal authority to do so.


RECON TECHNOLOGIES, INC  
DBA, RECON HEALTHCARE SERVICES

COUNTY  
DOUGLAS COUNTY, NEVADA

By: Carlos L. Bonilla  
Position: Administrator

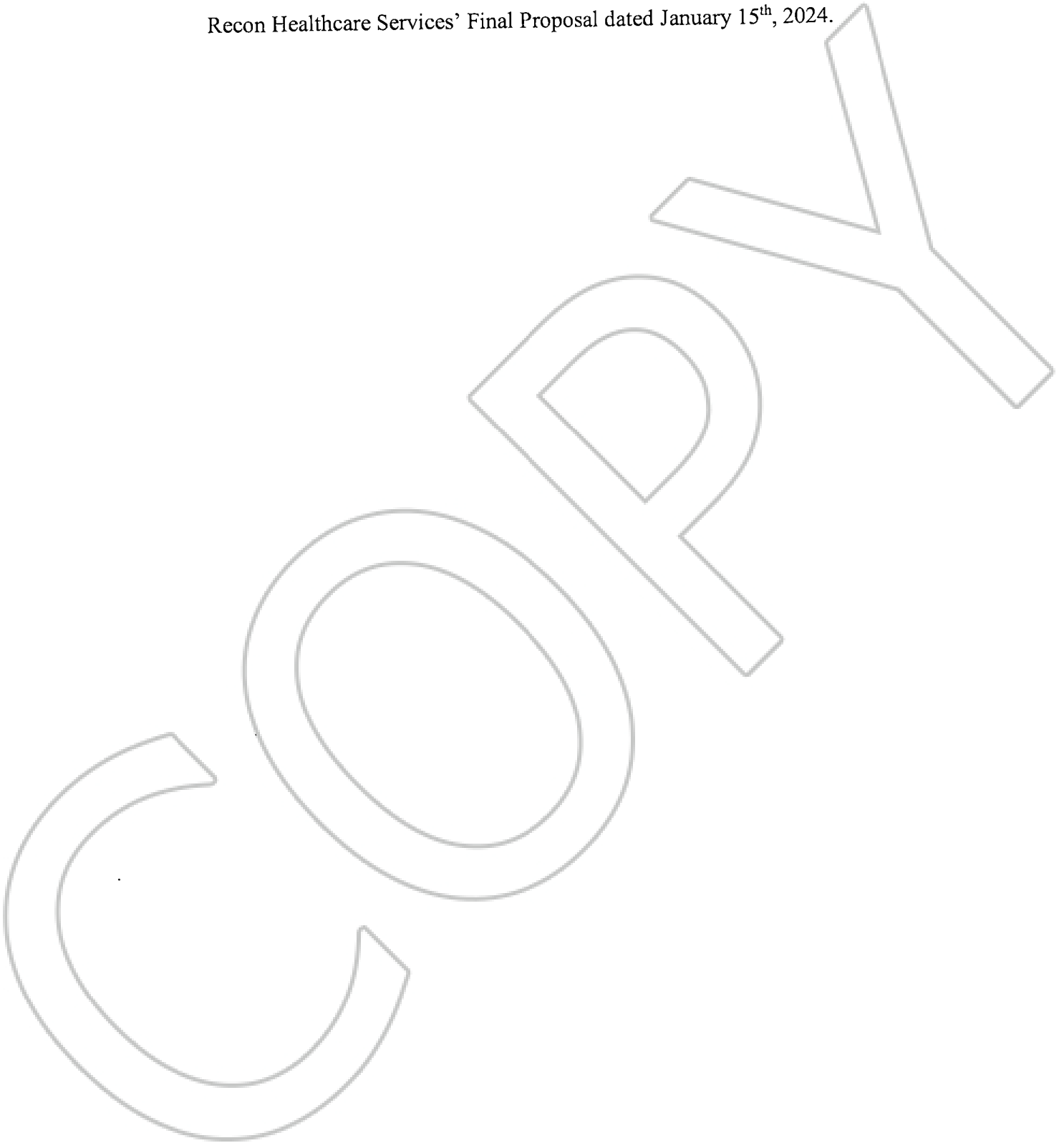
By: Daniel J. Coverley  
Position: Douglas County Sheriff

  
Signature \_\_\_\_\_ Date 6/21/2024

  
Signature \_\_\_\_\_ Date 6-20-24

**EXHIBIT A**

Recon Healthcare Services' Final Proposal dated January 15<sup>th</sup>, 2024.



# Medical Services Proposal for Douglas County Detention Facility

Prepared by

The logo for Recon Healthcare Services features a circle divided into four quadrants by a horizontal and a vertical line. The top-left quadrant is filled with a dark, textured pattern, and the bottom-right quadrant is filled with solid black. The text "Recon Healthcare Services" is positioned to the right of the circle.

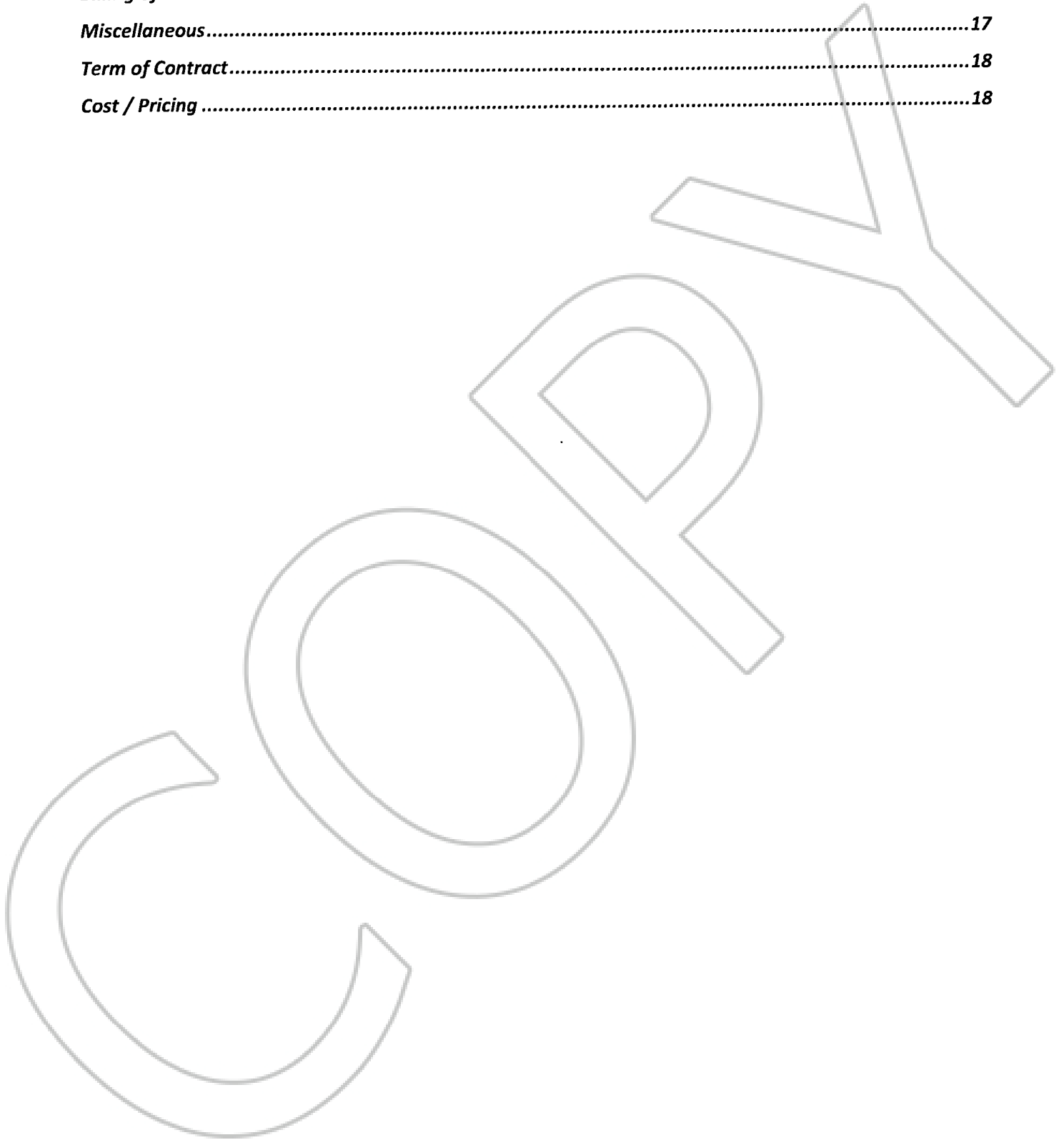
**Recon Healthcare  
Services**

January 15<sup>th</sup>, 2024

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## ***Objective***

The purpose of this draft is to provide a brief outline of intended medical services to be provided by Recon Healthcare Services to all Douglas County inmates and detainees. This proposal is aimed at individuals with the authority to designate a medical contractor and define the scope of responsibility for providing medical care services for the Douglas County Detention Facility. Our mission shall be that of ensuring that all inmates/detainees receive appropriate and adequate health care services as per the National Commission on Correctional Care (NCCHC) Standards, State of Nevada, and Federal guidelines.

For the purposes of this Proposal, Medical care shall be defined as all legally required and medically necessary services that can be provided by the staff assigned to the detention facility, to include routine health screenings, pharmacy, labs, and coordination of necessary outpatient and inpatient services, mental health, and mental health pharmacy. Emergency outpatient services are not included in this proposal.

## ***Introduction***

Recon Healthcare Services is a Health Care Management group that currently provides quality care in the field of Community Health Nursing and facility-centered medical services. Our experience includes the provision of medical services in detention facilities, administration of Home Health Care and Home Nursing agencies, as well as the distribution of medical equipment, medical supplies, and pharmaceuticals. We have been in business since 2006, and throughout the years, we have held many contracts with State and Federal agencies to provide medical care. Recon Healthcare Services fully understands the processes and intricacies of maintaining government accreditations and licensing requirements. We are fully authorized, licensed, and insured to do business in the State of Nevada. We currently work with Nevada Medicaid and Federal Medicare under several of our corporations to provide many quality healthcare services in the community.

Our core values, established since the day we opened for business, remain the same. We have a proven record of exceptional service to our patients. Along our journey, we have experienced many milestones, including the opening of three offices in Northern Nevada, securing several private and state contracts, to include the Lyon and Elko Counties correctional healthcare contracts, as well as being awarded exclusive licenses to provide healthcare services in the rural parts of the state. This steady, conservative growth and the successes we have enjoyed thus far demonstrate our innate ability to plan for and deliver quality care to our customers. We have accomplished said feats with an impeccable track-record while successfully managing increasing costs, lower reimbursements, and coping with ever changing state regulations and federal mandates.

In summary, our track record has been a very successful one, demonstrating not only year after year of pertinent experience, but also far reaching, diverse areas of expertise.

## ***Experience and Qualifications***

We are highly experienced in a variety of disciplines relevant to the administration of Health Care services. As a successful health care company with networks spanning correctional healthcare, home health, medical equipment, and medical pharmacy/supplies, we know what it takes to deliver high quality patient care. We currently operate the medical program at Lyon and Elko County's Detention Facilities and have accumulated several years of correctional-healthcare-related experience that provides us with a unique perspective to address issues and develop solutions that translate to cost-savings and improved site operations. We understand the intricacies of accreditations and licensing requirements, both at the federal and state levels.

As a local company that has provided Northern Nevada with many years of service, we are devoted to our neighbors and are fully invested in our communities. We have personally provided services in Douglas County for over 20 years through our sister corporations. Our upper management and corporate officers are local, rooted Nevadans, with many years of active participation in the community, who can better relate to the region's financial and social dynamics. Our company owner, Carlos Bonilla, has personally served the Washoe County Sheriff's office as a reserve deputy for 20 years in addition to his vast healthcare management experience.

Given our expertise in the medical industry and detention settings, our high client satisfaction ratings, and 100% compliance scores from State and Federal accreditation bodies for the past 10 years running, I believe we are uniquely positioned to bring countless improvements and higher standards of service to Douglas County. You can be certain we have what it takes to handle a wide variety of logistic challenges while ensuring strict levels of compliance with the National Commission on Correctional Health Care (NCCHC).

We also realize that the number one concern in our industry is customer care and satisfaction, and it is in this area that we outperform all others. Our ability to run everything locally puts us in a unique position to better manage local contracts. New policies and procedures can be implemented in a fast, more efficient manner to address day to day issues and concerns.

We stand accountable for both positive, and negative outcomes with the ability to make quick changes as deemed necessary to ensure the safety of detainees and to protect our staff, deputies, the County, and the facility. We will focus on building collaborative teams that are innovative, with the goal of benefitting the Douglas County Sheriff's Office and its inmates, while improving on patient care and outcomes. We believe in working with community outreach and community-based programs that help each individual under our care meet their own personal goals.

Our goal is to ensure that every inmate/detainee at the Douglas County Detention Facility receives clinically driven, quality health care services that are based upon best practices and delivered within the scope of the Nevada Board of Medical Examiners, while meeting current goals, standards, and trends in correctional health care as established by the National Commission on Correctional Health Care (NCCHC), Federal, and State guidelines. Should we be awarded the Douglas County Detention Facility contract, we will continue to excel in all aspects of health care.

## **Staffing**

Recon Healthcare Services will provide Douglas County Detention Facility with on-site, medical staff for 12 continuous hours per day, 7 days per week, during the contract term as defined in this proposal. 24/7 continuous care for inmates housed in the Booking/Observation area and “after-hours” medical care will be the responsibility of the County.

Our Nursing staff will be directly responsible for ensuring that each medical department performs at optimal levels. Staff will be implemented and in place within 60 days of contract procurement to address current concerns and facility shortcomings.

Our staffing model will include the following personnel for direct delivery of care:

**Medical Director:** An off-site licensed physician will be provided to act as the Clinical Medical Authority for the facility. The Medical Director shall be the final authority for all medical decisions and be directly responsible for the clinical care of the inmates. Physician will oversee the nursing staff and be available to treat patients at the facility on a scheduled basis, as necessary.

**Doctor of Medicine in Dentistry (D.M.D):** A licensed, off-site Dentist will be available to the facility on a part-time/on-call basis to perform dental treatment on detainees with prolonged facility stays (over 6 months), and to address emergency situations requiring immediate pain relief, trauma, or acute oral infections. Onsite dental care is dependent on availability and complexity of procedure.

**Psychiatric Care:** An established psychiatric provider will assess, evaluate, prescribe, and manage medications for those inmates with mental illnesses. Mental health appointments will be provided as initial evaluations and follow ups. Counseling, group therapy, psychotherapy, cognitive, or other types of ongoing therapy are not included as part of this service.

**Registered Nurses (RN's):** Staff will be comprised of Registered Nurses (RN's) and Licensed Practical Nurses (LPN's). At least one health care professional will be available on site 7 days per week, 12 hours per shift. Staff will have proper training and experience in detention environment and be familiar with the National Commission on Correctional Health Care (NCHC) standards of care.

Our pool of Health Care Providers will be complemented by our sister company's medical staff should the need arise. To ensure we are adequately staffed, we will also be contracting with local and travel nursing agencies to better address employee absences and unexpected vacancies when no other option is available. During shift hours, Recon Healthcare Services will have personnel capable of making basic medical decisions and provide medication administration to inmates.

## ***Scope of Services***

### 1. Screening/Booking and Access to Treatment

Upon arrival at the facility, all detainees will have a brief medical and mental health screening consisting of a questionnaire administered by facility personnel or medical staff when available on site. Once admitted to the facility, and within 24 hours, a comprehensive medical, dental, and mental health assessment will be performed by a Licensed RN. All detainees exhibiting “red flags” during the mental health screening to include suicidal statements, history of suicide attempt, or obvious mental illness will be referred to a Mental Health professional within 24 hours.

Medical assessments performed by the RN will include an initial physical assessment of all superficial injuries, a heart and lung valuation, pregnancy testing, screening for altered mental status, alcohol or drug usage, and pre-existing conditions. If during the assessment, a detainee states that he/she has a medical condition or custody staff/nursing staff suspect a possible medical or mental health diagnosis not otherwise stated by the arrestee, medical staff will make arrangements for the detainee to be seen by the physician or mental health provider as per facility schedule.

All persons will be screened for ADA/disabilities and notification of special requirements (i.e., housing, tier restriction, or needed medical assistant devices) will be given to custody staff/Booking Sergeant. All persons with a stated medical condition that require medications or are under the direct care of a doctor, will be required to sign a release of information for continuity of care. Medical staff will send the request to their primary care physician during business hours and all prescription medications will be verified by the pharmacy dispensing the medications.

Purified Protein Derivative (PPD)/TB screening will be performed for inmates “flagged” during the screening process. When booking outside of business hours or when a nurse is unavailable, booking staff will administer a questionnaire with TB specific symptomatic questions and isolate all detainees suspected of a positive diagnosis. All detainees exhibiting TB symptoms will have a PPD placed before going into general housing. If inmate refuses PPD, the booking sergeant/custody staff will be notified for decision on placement.

COVID-19 screening and testing will be performed on site as per policy to help minimize the exposure and spread of the virus within the facility.

Persons with chronic care issues that are identified during the intake process will be scheduled for a medical exam by the physician within 48 hours.

Persons having unstable vital signs or conditions, exhibiting an impaired neurological or mental status (i.e. confused, disoriented, or incoherent), unexplained seizures or reported loss of consciousness, or a serious head injury resulting from a Motor Vehicle Accident (MVA), pregnancy with labor pains, fluid leakage, or injury to the abdomen, will be immediately referred to the Emergency Room.

All persons identified or suspected of drug or alcohol abuse will be placed on a Detox protocol with initial assessment and treatment beginning while in intake for evaluation of housing requirements and to prevent serious injury or death.

## 2. Booking/Observation Area

Evaluations of patients needing higher level of care but not requiring hospitalization will be performed by an RN when one is available on site. The Booking/Observation area will be staffed by medical personnel only during normal shift hours and will be used to house inmates that are suffering from short term illnesses, pre-and post-procedural care, post op surgical care, isolation, care of infectious disease processes, and long term and acute care of chronic illnesses.

Detox patients in the first 24-hour period after detention, that have received an initial Clinical Opiate Withdrawal Scale CIWA/COW score >10, or received a CIWA/COW score elevation during the first 72 hours of detox, and those who are also exhibiting unstable vital signs, constant nausea, vomiting, severe tremors, severe paroxysmal sweating, disorientation, extreme tactile disturbances to include Auditory and Visual disturbances, acute anxiety with delirium, severe panic attacks, schizophrenic reactions, and or suicidal ideations or attempts will also be housed in the Booking/Observation area.

Detainees may also be placed in the Booking/Observation area for managing and observation purposes by Detention Facility Custody Staff without a doctor's order but will be limited to a 12-hour observation period. Following this period, the detainee may be sent back to housing or, should his/her condition decline, possible referral to the physician will be considered.

Inmates will be placed in the Observation Unit for continued suicidal statements or suicide attempts. Mental health patients will remain in the unit for observation and will be seen by a Psychiatrist within a 48-hour period before being released back into housing. Only a psychiatrist or other qualified mental health professional can discharge an inmate from mental health observation/suicide watch. Medications may be administered as deemed necessary for patients requiring treatment for previously identified and newly diagnosed mental health disorders.

## 3. Sick call

Sick call will only be performed when medical staff is available on site. All after-hours, non-urgent sick call requests will be triaged within 12 hours of receiving. Patients will be queued for a doctor's appointment to evaluate all symptoms and prescription of medications within 72 hours. Symptoms that may be handled by an "over the counter (OTC)" medication will be triaged and seen by an RN within 2 hours when medical staff is available on-site. Patients requesting sick call may be called to the infirmary or be seen in the Booking/Observation area based on symptoms stated (i.e., abdominal pain, chest pain, shortness of breath, or vague statements indicating an emergent mental health or medical condition that could result in acute exacerbation or death).

Detainees in general population and segregation units will be required to submit a sick call request. No sick call will be performed at the med cart. Detainees will be financially responsible to the county for sick call services or as indicated by Detention Facility's policies. Detainees will not be denied medical care/treatment due to inability to pay. All sick call requests will be evaluated by the RN on shift. Sick calls requiring a doctor's evaluation and treatment will be addressed by the provider within 72 hours after initial RN encounter and prescribed medications based on possible diagnosis.

#### 4. Segregation housing units

Detainees in segregation, mental health housing, and protective custody will have daily access to health care and sick call. This access will be available, and a request will be documented by a nurse.

Segregation rounds will be performed by an RN daily. Deputies may request a sick call evaluation on patients' behalf.

#### 5. Chronic Care

Detainees identified during intake process as having a chronic care condition (i.e. hypertension, COPD, diabetes, HIV, seizure disorder, asthma, high cholesterol, TB, and major mental illness), will be seen by a health care provider (HCP) within 7 days, and then monthly monitoring thereafter for the period of stay. Monthly monitoring may be performed by an RN/APRN, LPN, or PA as deemed necessary by the HCP. Treatment and monitoring of chronic conditions/withdrawals and detainees currently under HCP care for injuries, ailments, and acute medical conditions will be evaluated and monitored by an RN.

#### 6. Medication Administration

Medications will be administered to inmates by medical staff when on site, in housing units, as prescribed by a Health Care Provider (HCP) and following all facility regulations and standards. Should medications be given outside the allotted time frame, or outside nursing shifts, said medications will be delivered and administered as deemed necessary by the jail staff.

Unexpected delays for the administration of medication will be handled on an individual basis with the collaboration of the facility staff, housing unit sergeant, and medical staff.

#### 7. Pharmaceuticals

NCCHC's best practices state that medication services commensurate with current community practice. Recon Healthcare Services will administer medications through an EMR computer-based program that is kept and updated individually for each inmate staying at the detention facility. We account for all medications, weekly cart checks, expired medications, and stock replenishing. Recon Healthcare Services will be responsible for the purchasing and ordering of all pharmaceuticals, to include those related to mental health such as psychoactive drugs or psychotropics, up to \$80,000.00 annually. Recon Healthcare Services will provide for continuity of medications and prevent running out of prescribed medications by having a Backup Local Pharmacy for emergency medications and other narcotics not obtained through the contracted delivery system.

All narcotics, sharps, and highly abused medications will be kept and accessed through a medication control system to enforce accountability.

All health care professionals will provide Protocol orders for patients needing “Over the Counter” (OTC) medications to treat common ailments. These medications will be administered by a nurse for a maximum of 10 days. Any OTC needed for more than 10 days will require a physician visit to evaluate patients’ symptoms and needs.

## 8. Medical Supplies, Emergency Medical Equipment, and Miscellaneous

Recon Healthcare Services will provide the facility with all the necessary medical equipment, both specialized and Durable Medical Equipment (DME), dental equipment, and medical supplies needed to perform all necessary medical duties as per this proposal. Recon Healthcare Services will use medical equipment already in place at the facility to reduce costs associated with the purchase of new equipment. Maintenance, routine inspections, and replacement of all equipment, both county and company owned, shall also be the responsibility of the company.

All company-owned equipment, both medical and administrative, is cataloged and kept separate from jail equipment, ensuring the clear distinction and effective management within the facility. The Catalog shall address the following requirements:

- **Identification and Labeling:** Each piece of equipment is identified and labeled with a unique identifier or barcode that corresponds to its operational category.
- **Ownership and Responsibility:** The catalog clearly designates whether a piece of equipment is the property of the jail facility or the healthcare company. This ownership distinction ensures accountability and responsibility for maintenance and compliance.
- **Location Tracking:** The catalog records the physical location of each piece of equipment within the facility, allowing for easy retrieval and monitoring.
- **Maintenance and Servicing:** It includes information on maintenance schedules, service history, and any required repairs, ensuring that equipment remains in good working condition.
- **Security Measures:** Security protocols for accessing and handling equipment are documented in the catalog to safeguard sensitive and restricted items.
- **Access Control:** The catalog may include a list of authorized personnel who have access to specific equipment, helping to prevent unauthorized usage.

All Emergency Medical Equipment, except for first aid kits and defibrillator units throughout the facility, will be the responsibility of Recon Healthcare Services. The upkeep and maintenance of county owned emergency medical equipment shall continue to be the responsibility of the county. Nurse and provider emergency response bags will be supplied and maintained by RHS medical personnel.

Disposal of all medical waste, including infectious or hazardous waste, and all costs associated with the removal of such waste shall be the responsibility of Recon Healthcare Services.

Computers, printers, copiers, and all other office equipment as well as supplies for the operation of the same, e.g., toner, paper, etc., will be the responsibility of Recon Healthcare Services but may use county office equipment already in place. Upon contract procurement, Recon Healthcare Services will install its own local area network, network devices, and computers for the exclusive use of its staff during normal



operations. County network and computers shall only be accessible by RHS authorized personnel and only in a manner previously approved by command staff.

## 9. Laboratory Services

Recon Healthcare Services will provide inmates with required labs to treat or diagnose ailments, infections, or other disorders while in detention. Laboratory draws will be performed by regular medical personnel on a day-to-day basis. Recon Healthcare Services is fully licensed under State's CLIA program to provide standard lab testing onsite.

LabCorp is contracted for the evaluation of complex labs and those requiring specialized equipment. Medical staff will collect specimens on-site and coordinate with LabCorp for daily pickups. Medical personnel will be responsible for receiving and incorporating lab results into inmate's medical record for provider review.

Toxicology labs used to gather criminal evidence, determine blood alcohol content, opiates, or other court evidence will be the county's responsibility or be provided by Recon Healthcare Services at an additional cost to account for court processes.

## 10. Routine Imaging

Recon Healthcare Services will provide the Detention Facility with a mobile imaging unit for non-emergency care and routine imaging services such as x-rays and ultrasounds. Basic imaging will be provided on-site, with a provider's order, and within 24 hours of referral based on urgency of symptoms. Results and interpretations will be uploaded to patient's charts and be made available to provider in a timely manner.

## 11. Emergency Response

Recon Healthcare Services (RHS) has a plan and procedures in place to address medical emergencies involving inmates, facility staff, or visitors. We shall see to the provision of uninterrupted medical emergency response to minimize the potential health consequences of incidents causing injury or acute illness.

Medical personnel, to include nurses and LPNs, are qualified as first responders, trained to assess the situation, and quickly identify the patient's needs. All Medical Emergency Response (MER) equipment is properly maintained and inspected annually by our medical staff, to include MER bag with the necessary equipment to handle most medical emergencies. Inspections are performed and recorded annually as per company policy.

When alerted of a medical emergency, the RN shift lead or housing unit nurse/LPN will immediately report to the location. If needed, EMS notification will continue with custody's chain of command based

upon supervising RN's decision. Infirmity RN/LPN will set up possible needed area, equipment, and supplies while awaiting emergency services.

Staff will quickly assess the patient's condition and provide appropriate care, including basic life support (BLS) and advanced life support (ALS) as needed. This includes checking vital signs such as pulse, blood pressure, respiratory rate, and oxygen saturation. Responding medical personnel will provide oxygen if necessary and start CPR if the individual is unresponsive and not breathing.

Medical staff will communicate the patient's condition and needs to the appropriate healthcare providers and emergency personnel. This includes calling for additional help and providing clear and concise updates on the patient's condition to the responding team. All incidents will be documented, to include all actions taken during the emergency response and the patient's condition at the time of and after the emergency.

## 12. Special Diets

The handling of special diet requirements in a jail setting involves a structured process to ensure the nutritional needs of inmates are met while adhering to security and budgetary constraints. Recon Healthcare Services understands this process and places great emphasis on a coordinated approach to meet inmate and facility's expectations.

Inmates with specific dietary needs, such as allergies, medical conditions, or religious restrictions, are identified during the intake process or through medical assessments. Our medical staff will evaluate each inmate's dietary requirements and provide the necessary documentation to support special diet requests. Medical staff reviews and verifies all allergies claims by performing medical testing to ensure the legitimacy of the request.

Documentation is provided to the facility's food service department as per County's policy, so they are able to prepare meals based on the guidance provided by the medical staff.

Inmates' dietary needs are regularly reviewed by medical staff to ensure that the special diet plans remain accurate and up to date. Adjustments are made as necessary based on changes in an inmate's medical condition or dietary requirements.

All special diet accommodations are made in compliance with relevant laws and regulations, including those related to religious dietary practices. Properly managing special diet requirements is not only essential for the health and well-being of inmates but also for maintaining order and safety within the facility.

## 13. Continuity of care and Outpatient Services Coordination

Recon Health Services (RHS) recognizes the critical importance of continuity of care and the accuracy of the inmate's medication profile inside and outside the facility. We are committed to working with

various stakeholders, including outside medical/mental health facilities, area hospitals, other detention facilities, and local agencies, to ensure that inmates receive high-quality healthcare services and seamless transitions throughout their incarceration journey.

#### *Hospitals and Outpatient Facilities*

In cases requiring hospitalization, RHS will follow facility's procedure for secure and coordinated transfers of inmates to local hospitals. Our medical staff will collaborate with intake and discharge planners to ensure that inmates receive timely and comprehensive medical care while maintaining detention protocols. Specialty medical care, such as pregnancy imaging services, labor and delivery, therapies, and other advanced medical imaging will be arranged at outpatient facilities.

Recon Healthcare Services has protocols in place for promptly sharing medical records and treatment plans to maintain continuity of care.

#### *Primary Providers*

Similarly, we work closely with inmate's primary care providers and third-party mental health professionals to ensure inmates receive the appropriate care while in the facility, and their outside treatment plans are integrated into their medical records.

#### *Pre-Release/Post-Release Programs*

Recon Healthcare Services will work and collaborate with Pre-Release Programs to facilitate the seamless transition of inmates back into the community. We will provide medical records, treatment summaries, and medications to support post-release healthcare continuity.

#### *Medical Records Transfer*

For inmates transferring in or out of the facility, Recon Healthcare Services will ensure the secure transfer of medical records, medication formularies, and treatment plans. We will maintain clear communication with receiving facilities to guarantee the continuity of care.

#### *Formulary Balance*

Recon Healthcare Services will maintain an updated formulary to account for outside prescriptions and medications issued by other facilities during inmate incarceration. The formularies will be regularly reviewed and updated to ensure accuracy.

## 14. Discharge planning

Effective discharge planning can increase positive medical outcomes, help in recovery, ensure medications are prescribed and given correctly, and adequately prepare the inmate for self-care after discharge. When on site, medical staff will be accountable for discharge planning for inmates transferring to another facility or program.

The discharge planner will obtain all pharmaceutical orders from the Health Care Professional for a supply of medications to be administered during transport or until the receiving facility has enough time to evaluate patient's current diagnosis and treatment plan. The medication supply will provide for no more than a 10-day period unless other arrangements are made. The discharge planner will notify the

required community services or agencies of patients' treatment needs for continuity of care. Medical Discharge will consist of discussion and planning of the following considerations:

- where and how a patient will get care after discharge;
- instructions on self-care of medical condition;
- what the patient and his/her support group can do to facilitate recovery;
- particular healthcare problems that might occur in the new care setting;
- dispensing of medications and instructions;
- arranging for necessary equipment or supplies in preparation for activities of daily living;
- resources available to cope with and manage one's illness;
- resources that are available to help with costs of care;
- referral to community services as appropriate.

## ***Policy and Procedures***

Upon contract procurement, Recon Healthcare Services will review Policy and Procedures already on-site to ensure compliance with our medical standards. Policies and Procedures will be updated as deemed necessary to guarantee the safety of detainees and to ensure that nursing procedures and protocols meet State and Federal guidelines. Policies and Procedures will be reviewed annually and updated as needed.

Policy and Procedure in-services will be part of staff training and will be conducted annually to ensure staff is up to date with new changes.

## ***Accreditation***

Recon Healthcare services will assist in the continuing accreditation of the Douglas County Detention Facility by the National Commission on Correctional Care (NCCHC) or any other third-party accreditation company chosen by the County.

## ***Training***

Recon Healthcare Services is an employee-oriented organization. We believe our employees are our greatest asset. With this in mind, we have developed a training plan that will focus in acquiring more knowledge through simulated exercises, computer based training, and hands-on experience that is geared towards Correctional Health Care. Continuing Education is of great importance and our management staff will dedicate vast resources to outgoing training so that each Employee can meet the needs of the facility.

All personnel will be trained to recognize and identify mental illnesses and possible suicide ideations. Training will be provided to all staff in suicide prevention and crisis response.

Emergency Medical services and first aid training may be provided and documented annually.

All medical personnel will be trained and be able to screen for risk of sexual victimization and abusiveness as per PREA (Prison Rape Elimination Act) guidelines. All staff will be trained on how and who to notify if he or she believes there is reasonable suspicion of physical or sexual abuse of a detainee while staying at the facility.

By providing each employee with the knowledge, skills, and experience needed to meet the demands of Correctional Nursing, the facility will see a decrease in negative outcomes that jeopardize the safety of both detainees and staff.

Training plans or other specialized education in correctional healthcare will be made available to Douglas County facility personnel and deputies at county's request.

Inmate training and education will be provided in the form of health care provider encounters, discharge planning instructions for inmates being treated for chronic or newly diagnosed conditions, , and during sick call as applicable.

## ***Patient confidentiality and HIPAA***

All medical staff will be trained and educated on HIPAA and NCCHC policies regarding confidentiality of medical records.

All Medical staff will be held accountable under HIPAA policies while working at the facility and in the community. Recon Healthcare Services has ZERO tolerance for HIPAA and Patients' rights transgressions.

## ***Medical Records***

Recon Healthcare Services will provide the county with an Electronic Medical Records (EMR) management platform for administration of inmate/detainee's medical information and medical charting. Access to the EMR will be provided to county as needed while observing HIPAA guidelines and patient confidentiality.

## ***Billing of Medical Services***

Medical billing services are not part of this contract. The county will be responsible for billing of medical services in order to recoup costs associated with providing medical care to inmates/detainees when applicable. Billing and inmate's insurance/payment information will be collected during admission and as part of the health care assessment and will be available to the county upon request.

## ***Miscellaneous***

Recon Healthcare Services will provide Healthcare Management services to include utilization and risk management services to control costs, assess appropriateness, and use evidence-based criteria and guidelines in the provision of medical services during the contract term.

Reporting will be available to the county in the form of yearly and quarterly costs, utilization of medical services, provider encounters, and other statistical data.

Recon Healthcare Services will adhere to jail security standards and policies and procedures. At no point will inmates be allowed to assist in providing health care services to other inmates or be used to provide clerical supports.

## ***Term of Contract***

Recon Healthcare Services expects the initial contract period to be in place for three (3) years with an optional two (2) one (1) year extensions. If during this period, Douglas County shows just cause to terminate the contract (i.e., failure to provide Medical services to standards of contract, State, or Federal guidelines, or failure to fully disclose monthly/quarterly reporting and accountability of quality measures and reports as requested by Douglas County Detention Facility), Recon Healthcare Services will release Douglas County and all associated parties requesting termination of services of any and all liability.

## ***Cost / Pricing***

Based on medical services detailed in this proposal, Recon Healthcare Services has calculated the cost of the contract to be **\$630,000.00** for the first contract year. The total cost of the contract reflects the provision of part time medical services for up to 100 inmates. Special consideration will be given to the facility for unexpected overage not to exceed 20 percent of maximum. However, should census exceed 120 inmates for 3 months in a row, Recon HealthCare Services shall reserve the right to renegotiate the contract accordingly. A standard yearly rate increase of 4% will be added to the cost of the contract in order to mitigate the ever-rising costs of services and account for the cost/probability of wages, the needs of the facility, inmates, and staffing. Other costs might be renegotiated as well based on usage of services and upon budget evaluation.

**EXHIBIT B**

<b>Position Title</b>	<b>FTE</b>
Health Services Administrator (RN) (off site)	0.300
DON (RN) (Off site)	0.200
Medical Director (Per Diem)	0.100
NP/PA Clinic (Per Diem)	0.300
Intake Nurses (RN) - Medical/Mental Health	0.500
Intake EMT	0.000
Charge Nurse (RN)	1.000
Registered Nurse (Sick Call)	0.500
AC-4 Nurse (LPN)	0.000
Mental Health Professional	0.000
Psych RN	0.300
Discharge Planner	0.200
Psychiatric NP	0.300
Administrative Assistant/Compliance (Off Site)	1.000
Medical Assistant/Phlebotomist	0.000
Dentist (Per Diem) (Off Site)	0.150
Dental Assistant (Per Diem) (Off Site)	0.150
Medication Nurses (RN, LPN)	0.500
OB/GYN Clinic	0.000
<b>Night Shift</b>	
Intake Nurses (RN) - Medical/Mental Health	0.000
Intake EMT	0.000
Charge Nurse (RN)	0.000
Medication Nurses (LPN)	0.000
AC-4 Nurse (LPN)	0.000

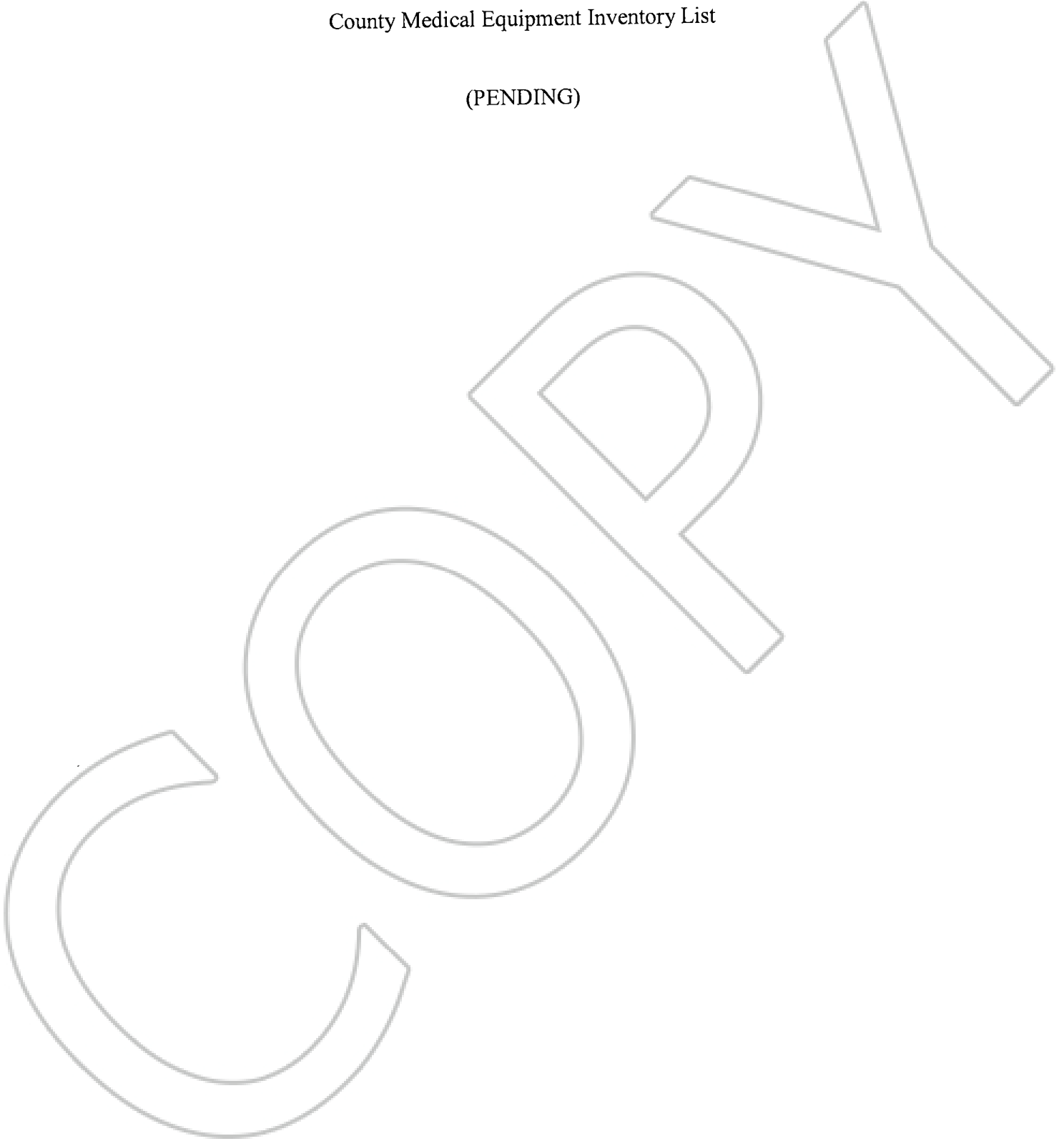
**Total FTEs            5.500**



**EXHIBIT C**

County Medical Equipment Inventory List

(PENDING)



## EXHIBIT D

### Required Contract Provisions Incorporated by Reference

#### Appendix II to Part 200 — Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

**END OF CONTRACT**

COPY

Douglas County State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

25

25<sup>th</sup> day of JUNE, 2024

By [Signature] Deputy