

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO:

00-7545

CIV-ZLOCH

RICHARD COTTONE, as Personal
Representative of the Estate of
PETER ANTHONY COTTONE, JR., and
PETER COTTONE, SR.,

Plaintiffs,

**MAGISTRATE JUDGE
MILTZER**

v.

KENNETH C. JENNE, II, individually and in his official capacity as Sheriff of Broward County, Florida; PATRICK TIGHE, individually and in his official capacity as Executive Director of the Department of Detention, Broward Sheriff's Office; JOHN DOES, individually and in their official capacity as Directors and/or Supervisors of the North Broward Detention Center; JOHN and JANE DOES, individually and in their official capacities as Deputy Sheriffs and/or Corrections Officers of the Broward County Sheriff's Office; JOSEPH D'ELIA, and GEORGE WILLIAMS, individually and in their official capacities as Deputy Sheriffs and/or Corrections Officers of the Broward County Sheriff's Office; EMSA CORRECTIONAL CARE, INC., a Florida Corporation and general partner of EMSA LIMITED PARTNERSHIP and an affiliate of PRISON HEALTH SERVICES, INC.; J. and J. DOES, individually and in their official capacities as certain unnamed Doctors and Nurses employed by EMSA CORRECTIONAL CARE, INC., a general partner of EMSA LIMITED PARTNERSHIP and an affiliate of PRISON HEALTH SERVICES, INC.; and THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS,

Defendants.

COMPLAINT

The Plaintiffs, RICHARD COTTONE, as Personal Representative of the Estate of Peter Anthony Cottone, Jr. and PETER COTTONE, SR. sue Defendants, jointly and severally, and alleges:

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JURISDICTION

1. This is an action for damages arising out of one or more violations of State and Federal law detailed below.

2. This action is brought pursuant to 42 U.S.C. §1983, and the Fourth, Fifth, Eighth and Fourteenth Amendments to the United States Constitution. Jurisdiction is based upon 28 U.S.C. §1331, §1343, and 42 U.S.C. §§ 1983, 1988 and the constitutional provisions mentioned above.

3. It is further alleged that these violations were committed as a result of the deliberate indifference of all of the Defendants and in direct violation of the Consent Decree entered on July 27, 1994 in Carruthers v. Cochran, et al., Case No: 76-6086-CIV-HOEVELER. (Exhibit A).

4. The acts and practices constituting the violations alleged below have occurred within the jurisdiction of the United States District Court in and for the Southern District of Florida. In connection with the acts, practices and violations alleged herein, each Defendant has, directly or indirectly, violated the constitutional rights of the decedent, PETER ANTHONY COTTONE, JR.

5. Notice to the Defendants has been provided. (Exhibit B).

6. The Plaintiffs seek an award of damages for the wrongful death of PETER ANTHONY COTTONE, JR., and their loss of his income, services, protection, care, assistance, society, companionship, comfort, guidance, counsel and advice, and for

funeral and burial expenses, under 42 U.S.C. §1983 and the Florida Wrongful Death Statute. The Plaintiff, PETER COTTONE, SR., seeks an award of damages for permanent mental and emotional injuries due to the death of PETER ANTHONY COTTONE, JR. The Plaintiffs further seek an award for punitive damages, court costs and attorney fees.

PARTIES

7. The Plaintiff PETER COTTONE, SR., has been a United States citizen at all times material hereto.

8. The decedent, Plaintiff PETER ANTHONY COTTONE, JR., died of injuries sustained on or about April 7, 1999, while incarcerated at the North Broward Detention Center.

9. The Plaintiff RICHARD COTTONE is the personal representative of the Estate of PETER ANTHONY COTTONE, JR., pursuant to the laws of the State of Florida. Said Plaintiff is authorized by law to bring this action.

10. The Defendant KENNETH C. JENNE, II is the Sheriff of Broward County, Florida. Said Defendant is responsible, as Sheriff, for the conduct of the deputies and/or corrections officers in his employ and ensuring that his deputies, corrections officers, employees, servants and agents obey the laws of the State of Florida and the United States. Said Defendant is being sued in his individual and official capacities.

11. The Defendant PATRICK TIGHE is the Executive Director of the Department of Detention at the Broward County Sheriff's Office. Said Defendant is responsible as the Executive Director for the conduct of the deputies and/or corrections officers in his employ, and ensuring that his deputies, corrections officers, employees, servants and agents obey the laws of the State of Florida and the United States. Said Defendant is being sued in his individual and official capacities.

12. The Defendants JOHN DOES, at all times material herein, are the Directors and/or Supervisors of the North Broward Detention Center at the Broward Sheriff's Office. Said Defendants are responsible as the Directors and/or Supervisors for overseeing the North Broward Detention Center and supervising the administrators, staff, managers, deputy sheriffs and/or corrections officers employed there. Said Defendants are being sued in their individual and official capacities.

13. The Defendants JOHN and JANE DOES, at all times material herein, were duly appointed and acting Deputy Sheriffs and/or Corrections Officers of Broward County, employed by and serving under Defendant KENNETH C. JENNE, II. Said Defendants are being sued in their individual and official capacities.

14. The Defendants JOSEPH D'ELIA and GEORGE WILLIAMS, at all times material herein, were duly appointed and acting Deputy Sheriffs and/or Corrections Officers of Broward County, employed by and serving under Defendant KENNETH C. JENNE, II. Said

Defendants are being sued in their individual and official capacities.

15. The Defendant EMSA CORRECTIONAL CARE, INC. is a Florida Corporation, organized and existing under the laws of the State of Florida, conducting business in Broward County, Florida. Said Defendant is a general partner of Defendant EMSA LIMITED PARTNERSHIP, a Florida Limited Partnership and an affiliate of Defendant PRISON HEALTH SERVICES, INC..

16. The Defendant EMSA LIMITED PARTNERSHIP is a Florida Limited Partnership, organized and existing under the laws of the State of Florida, conducting business in Broward County, Florida. Said Defendant is a general partner of EMSA CORRECTIONAL CARE, INC. and an affiliate of Defendant PRISON HEALTH SERVICES, INC.

17. The Defendant PRISON HEALTH SERVICES, INC. is a foreign corporation, organized and existing under the laws of the State of Florida, conducting business in Broward County, Florida.

18. The Defendants J. and J. DOES at all times material herein, were duly appointed doctors and nurses, employed by and serving under Defendants EMSA CORRECTIONAL CARE, INC, a general partner of Defendant EMSA LIMITED PARTNERSHIP, and an affiliate of Defendant PRISON HEALTH SERVICES, INC.. Said Defendants are being sued in their individual and official capacities.

19. The Defendant THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS is the legislative and governing body of Broward County. Said Board has the powers and duties to, among other

things, carry on county government, make investigations of county affairs and perform acts which are in the common interest of the people of Broward County. Further, said Board is charged with the duty of maintaining, staffing and supervising all correctional activities in Broward County and, in doing so, said Board has delegated those duties to Defendant KENNETH C. JENNE, II.

20. The Defendant KENNETH C. JENNE, II has been subject to the orders of the Defendant BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS at all times material hereto.

21. At all times material hereto, and in all their acts described herein, the Defendants were acting under color of state law and color of their authority as public officials and public employees.

ALLEGATIONS OF FACT

22. On or about July 27, 1994, the Sheriff of Broward County and the Broward County Commissioners entered into a consent decree in the case of Carruthers, et al. v. Cochran, et al., Case Number 76-6086-CIV-HOEVELER, United States District Court, in the Southern District of Florida. (Exhibit A).

23. On January 27, 1995, the Consent Decree was approved by Judge William M. Hoeveler, making said Consent Decree binding on the former Sheriff Cochran, the Broward County Commissioners and their respective successors. (Exhibit C).

24. The purpose of the Consent Decree was to correct confinement conditions within the Broward County jail system which violated the constitutional rights of the inmates within the system.

25. Under said Consent Decree, the Sheriff and Broward County are obligated to ensure that each of their employees, agents, deputy sheriffs and/or correctional officers were informed of and complied with the terms of said Decree.

26. The Consent Decree required former Sheriff Cochran, Broward County and/or their successors to notify any private parties with whom they contracted about the relevant requirements of the Consent Decree and to ensure that those parties complied with the terms of the Consent Decree.

27. Based upon the Consent Decree, the Sheriff, his personnel and the Broward County Commissioners had specific obligations with respect to inmates under their custody and control, such as:

- a. Proper classification of inmates to the most appropriate level of custody and programming, both on admission and on review of their status. The primary objective of classification being "to place inmates in the type of quarters that best meet their needs and to provide reasonable protection for the inmate and other inmates." (Exhibit A, page 5).
- b. To assign inmates to housing "with particular care to the assignment of persons who have a history of, or exhibit aggressiveness toward other inmates." (Id.).

- c. To separate and **closely supervise** "special inmates," which include the mentally ill. "Close supervision of special inmates shall include regular, documented sight checks by correctional officers or medical staff at intervals not to exceed 15 minutes." (emphasis added) (Id., p. 6 and 7).

28. On or about August 6, 1993, former Sheriff Ronald Cochran and Defendant EMSA LIMITED PARTNERSHIP ("EMSA") entered into a three-year contract wherein EMSA CORRECTIONAL CARE, INC., would provide Comprehensive Health Services for inmates to the Broward Sheriff's Office (i.e., Broward County Main Jail Facility; the North Broward Detention Center; Division of Community Corrections Facility and Boot Camp.) (Exhibit D).

29. On or about April 29, 1997, Defendants EMSA LIMITED PARTNERSHIP and BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS amended and renewed the original contract for a four-year period continuing through September 30, 2000. (Exhibit E).

30. In said contract, Defendants EMSA LIMITED PARTNERSHIP and PRISON HEALTH SERVICES, INC., guaranteed the performance of the services of Defendant EMSA CORRECTIONAL CARE, INC..

31. On or about March 9, 1999, the Plaintiff PETER ANTHONY COTTONE, JR., was "Baker Acted" and sent to Memorial Hospital for observation and evaluation. Said action occurred as a result of an alleged domestic violence involving his father, PETER COTTONE, SR..

32. On or about March 14, 1999, the Plaintiff PETER ANTHONY

COTTONE, JR. was brought to the Broward County jail, based on charges arising from the alleged domestic violence.

33. On or about March 14, 1999, the Plaintiff was booked, assessed and sent to Unit 1 at the North Broward Detention Center.

34. On or about April 6, 1999, Widnel Charles was relocated by the Defendant Nurse J. DOE to the dormitory in Unit 1 of the North Broward Detention Center, where the Plaintiff PETER ANTHONY COTTONE, JR. had been housed since March 16, 1999. Said dormitory is for mentally ill inmates and has three separate cells. Widnel Charles, Albert St. Hubert and the Plaintiff, individually, occupied a cell.

35. Prior to his arrest on March 1, 1999, Widnel Charles had been "Baker Acted" numerous times and had demonstrated violent propensities.

36. On March 1, 1999, while in the booking area of the Broward County Main jail, Widnel Charles, without provocation, struck another inmate. Said incident was observed and documented by Defendants JOHN and JANE DOES, deputy sheriffs and/or corrections officers, and by Defendant J.DOE, a booking nurse.

37. Despite the fact that Mr. Charles had a history of schizophrenia and the fact that his behavior on March 1, 1999, was clearly inappropriate and dangerous, Mr. Charles was sent by Defendants JOHN and JANE DOES, deputy sheriffs and/or corrections

officers and Defendants J. and J. DOES, doctors and nurses to the general population at the Main jail.

38. Widnel Charles remained in the Broward County Main Jail general population until March 6, 1999.

39. On March 6, 1999, Widnel Charles was reassessed by Defendant J. DOE, who inappropriately categorized him for a minimum level detention. Mr. Charles was sent to the North Broward Detention Center.

40. During the week of March 27, 1999, while at the North Broward Detention Center, Widnel Charles was involved in another unprovoked physical attack of an inmate. Despite this, Widnel Charles, on April 6th, was inappropriately placed in Unit 1 with the Plaintiff and another inmate.

41. Despite the knowledge of his prior violent conduct, Mr. Charles' cell door in Unit 1 was left open during the day allowing him to move about freely and interact with the Plaintiff and Mr. St. Hubert.

42. On or about April 6th, Defendants JOHN and JANE DOES and Defendants Nurses J. DOES, observed Widnel Charles verbally abusing the Plaintiff. They did nothing.

43. On or about April 7, 1999, the Defendants WILLIAMS and D'ELIA were on duty in the control room of Unit 1. They were the only officers on duty at the control room.

44. On April 7, 1999, at approximately 12:20 p.m.,

Defendant D'ELIA took a break from the control room, leaving Defendant WILLIAMS alone to maintain and control the area.

45. At approximately 12:32 p.m., Defendant D'ELIA returned to the control room and Defendant WILLIAMS took a break, leaving Defendant D'ELIA alone to maintain and control the area.

46. Shortly thereafter, Defendant D'ELIA was summoned by Albert St. Hubert, who was ringing a buzzer in his cell.

47. At that time, Defendant D'ELIA went into Unit 1 and observed the Plaintiff PETER ANTHONY COTTONE, JR., lying unconscious on the floor of his cell with ligature marks around his neck.

48. Widnel Charles had strangled the Plaintiff with shoe laces.

49. The Plaintiff was transported to North Broward Medical Center, where he died.

50. Surveillance cameras mounted in the Day Room of Unit 1 were aimed at the three cells, however, they were not being monitored at the time of the incident.

51. At the time of the incident, a computer game was observed on the screen of the computer in the control room where the Defendants D'ELIA and WILLIAMS were stationed.

52. Prior to and at the time of the killing, Widnel Charles was in the throes of schizophrenia, was hallucinating, violent and completely out of control.

53. The mental condition of Widnel Charles prior to the killing of the Plaintiff, was obvious to Defendants D'ELIA, WILLIAMS, JOHN and JANE DOES, deputy sheriffs and/or corrections officers and Defendants J. and J. DOES, doctors and nurses. It was ignored by said Defendants.

54. The conduct of Defendants D'ELIA, WILLIAMS, JOHN and JANE DOES and Defendants J. and J. DOES was reckless and created a substantial risk of serious harm to other inmates. Said Defendants had been placed in Unit 1, a mental health unit, and were, or should have been aware, of the likelihood of harm from individuals such as Widnel Charles.

55. By their deliberate indifference, Defendants D'ELIA, WILLIAMS, JOHN and JANE DOES, and Defendants J. and J. DOES, doctors and nurses, acquiesced to the conduct of Widnel Charles, and, therefore, were active participants in the unlawful seizure, i.e. the strangulation of the Plaintiff PETER COTTONE, JR..

56. Defendants JOHN DOES, as directors and/or supervisors of the North Broward Detention Center, had a duty to properly train, supervise and/or discipline deputy sheriffs and/or correctional officers under their control.

57. Defendants JOHN DOES' failure to train, supervise and administer the Consent Decree and the Broward Sheriff's Office's policy regarding the housing of inmates within the North Broward Detention Center was the proximate cause of the deprivations of

rights suffered by the Plaintiff PETER COTTONE, JR..

58. The Defendants D'ELIA, WILLIAMS, JOHN and JANE DOES, Defendants JOHN DOES, Defendants J. and J. DOES had a duty to ensure that reasonable measures were taken to guarantee the safety of the inmates at the North Broward Detention Center.

59. Defendant TIGHE, as the Executive Director of the Department Detention at the Broward Sheriff's Office, had a duty to train, supervise, control or otherwise ensure that Defendants D'ELIA, WILLIAMS, JOHN and JANE DOES and JOHN DOES did not violate the constitutional rights of persons such as the Plaintiff PETER COTTONE, JR..

60. Defendant JENNE, as the Sheriff of Broward County had a duty to train, supervise, control or otherwise ensure that Defendants TIGHE, D'ELIA, WILLIAMS, JOHN and JANE DOES, JOHN DOES and J. and J. DOES did not violate the constitutional rights of persons such as the Plaintiff PETER COTTONE, JR..

61. Defendant JENNE abdicated his policymaking and oversight responsibilities, thereby allowing the incident involving the Plaintiff PETER COTTONE, JR. to occur.

62. All Defendants were on notice and had an absolute duty to enforce the Consent Decree. Said failure is a per se violation of the Plaintiff PETER COTTONE JR.'s constitutional rights under state and federal law.

63. The above acts and omissions of all Defendants, and

each of them, constitute a course of conduct and failure to act amounting to deliberate indifference to the rights, health, safety and welfare of the Plaintiff PETER ANTHONY COTTONE, JR. and those similarly situated, resulting in the deprivation of the Plaintiff's constitutional rights under state and federal law.

64. As a direct and proximate result of the acts and omissions of the Defendants as set forth above, the decedent PETER ANTHONY COTTONE, JR. suffered the following injuries and damages:

a. Violation of his constitutional rights under the Fourth, Fifth, Eighth, and Fourteenth Amendments to the United States Constitution;

b. Loss of his life;

c. Physical pain and suffering and emotional trauma and suffering.

65. As a result of the death of PETER ANTHONY COTTONE, JR., his family suffered the loss of his income, services, protection, care, assistance, society, companionship, comfort, guidance, counsel and advice, and was forced to incur funeral and burial expenses.

66. As a result of the death of PETER ANTHONY COTTONE, JR., his father, PETER COTTONE, SR., suffered permanent mental and emotional injuries.

67. The acts and omissions of the Defendants, as set forth

above, violated clearly established and well settled federal constitutional rights of the decedent PETER ANTHONY COTTONE, JR., i.e., due process of law under the Fifth and Fourteenth Amendments, unlawful search and seizure under the Fourth Amendment and cruel and unusual punishment under the Eighth Amendment to the United States Constitution.

68. All potential beneficiaries of a recovery for the decedent's wrongful death are identified as follows:

- a. The estate of the decedent, PETER ANTHONY COTTONE, JR.
- b. PETER COTTONE, SR., father.

COUNT I-42 U.S.C. §1983 CLAIM
AGAINST DEFENDANTS J. AND J. DOES

69. The Plaintiffs reallege paragraphs 1 through 55, 58, and 62 through 68.

70. At all times material hereto, the Defendants J. and J. DOES, doctors and nurses, were responsible for medically screening incoming pre-trial detainees, assigning mentally ill pre-trial detainees to the appropriate housing level, administering appropriate medication to the mentally ill, and regularly monitoring and assessing the conditions of these inmates.

71. While these Defendants were acting under color of state law as employees of Defendants EMSA LIMITED PARTNERSHIP, EMSA

CORRECTIONAL CARE, INC. and PRISON HEALTH SERVICES, INC., they subjected the decedent, PETER ANTHONY COTTONE, JR., to the deprivation of rights and privileges secured to him under the Fourth, Fifth, Eighth and Fourteenth Amendments to the United States Constitution.

72. The death of the Plaintiff was a reasonably foreseeable consequence of said Defendants' deliberate indifference to their obligation to provide appropriate monitoring, supervising, and medication and protection for incarcerated mentally ill persons.

73. Additionally, Defendants J. and J. DOES had a duty under the Consent Decree to separate and closely supervise mentally ill inmates.

74. Said Defendants breached their duty of care by failing to properly screen, assess, medicate, treat, and monitor Widnel Charles, despite their notice and knowledge of his mental illness and his violent tendencies.

75. The deliberate indifference of these Defendants violated the constitutional rights of all persons, including the decedent, PETER ANTHONY COTTONE, JR. for which 42 U.S.C. §1983 provides a remedy.

76. The Plaintiff RICHARD COTTONE, as the personal representative of the Estate of PETER ANTHONY COTTONE, JR., claims damages for the wrongful death of PETER ANTHONY COTTONE, JR.. Said damages include loss of his income, services,

protection, care, assistance, society, companionship, comfort, guidance, counsel and advice, funeral and burial expenses, and for the permanent mental and emotional injuries suffered by the Plaintiff PETER COTTONE, SR. under 42 U.S.C. §1983 and the Florida Wrongful Death Statute.

WHEREFORE, the Plaintiffs demand compensatory and punitive damages against Defendants J. and J. DOES, attorney fees, costs, and trial by jury for all issues so triable by right.

COUNT II- 42 U.S.C. §1983 CLAIM AGAINST
DEFENDANTS EMSA LIMITED PARTNERSHIP, EMSA CORRECTIONAL CARE, INC.
AND PRISON HEALTH SERVICES, INC.

77. The Plaintiff realleges paragraphs 1 through 55, 58, and 62 through 76.

78. At all times material hereto, the Defendants EMSA LIMITED PARTNERSHIP, EMSA CORRECTIONAL CARE, INC. and PRISON HEALTH SERVICES, INC. were responsible for adopting and implementing the rules and regulations regarding hiring, screening, training, supervising, controlling, disciplining and assigning nurses and doctors to their duties required by the contract it entered into with the Broward Sheriff's Office and the Defendant THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS, to provide comprehensive health services for inmates within the Broward County Jail System.

79. The Defendants EMSA LIMITED PARTNERSHIP, EMSA CORRECTIONAL CARE, INC. and PRISON HEALTH SERVICES, INC., as service providers to the Broward County Sheriff's Office, had a duty to ensure that its employees abided by the terms set forth in the court approved Consent Decree and cited contract. (Exhibit A, C, D, E).

80. Said Defendants failed to comply with this obligation, as its employees, the Defendants J. and J. DOES, breached their duties under said Consent Decree and cited contract, and failed to properly screen, assess, monitor, medicate, and treat Widnel Charles, causing a substantial risk of harm to inmates, including the Plaintiff PETER ANTHONY COTTONE, JR..

81. The Defendants EMSA LIMITED PARTNERSHIP, EMSA CORRECTIONAL CARE, INC. and PRISON HEALTH SERVICES, INC. failed to properly train and/or supervise its nurses and doctors in the screening, assessment, treatment, care and monitoring and/or supervision of pre-trial detainees. Its nurses and doctors demonstrated deliberate indifference to the health and well being of inmates such as the decedent, PETER ANTHONY COTTONE, JR., by failing to conduct appropriate health screening, assessments, treatment, care, monitoring and supervision of mentally ill inmates. Said failure resulted in mentally ill inmates with known violent propensities being housed with other non-violent inmates at substantial risk of harm to those other inmates, including PETER ANTHONY COTTONE, JR..

82. The Defendants EMSA LIMITED PARTNERSHIP, EMSA CORRECTIONAL CARE, INC., and PRISON HEALTH SERVICES, INC. have maintained a system of review of the treatment of mentally ill pre-trial detainees and complaints thereof which has failed to identify the improper treatment by the nurses and doctors, and failed to subject nurses and doctors who improperly treated mentally ill pre-trial detainees to appropriate discipline, supervision, dismissal and/or retraining, to the extent that it has become the defacto policy and custom of said Defendants to tolerate the improper treatment of mentally ill pre-trial detainees in the Broward County Jail System.

83. The Defendants EMSA LIMITED PARTNERSHIP, EMSA CORRECTIONAL CARE, INC. and PRISON HEALTH SERVICES, INC. acted in reckless disregard of both constitutional prohibitions and guarantees under color of state law, thereby misusing the power they possessed by virtue of state law and made possible only because said Defendants were clothed with the authority of state law.

84. The previously described acts, omissions, policies or customs of said Defendants constituted a per se violation of the Plaintiff PETER ANTHONY COTTONE, JR.'s constitutional rights under state and federal law.

85. The deliberate indifference of these Defendants violated the constitutional rights of all persons, including the decedent, for which 42 U.S.C. §1983 provides a remedy.

86. The Plaintiff RICHARD COTTONE, as the personal representative of the Estate of PETER ANTHONY COTTONE, JR. claims damages for the wrongful death of PETER ANTHONY COTTONE, JR.. Said damages include loss of his income, services, protection, care, assistance, society, companionship, comfort, guidance, counsel and advice, funeral and burial expenses, and for the permanent mental and emotional injuries suffered by the Plaintiff PETER COTTONE, SR. under 42 U.S.C. §1983 and the Florida Wrongful Death Statute.

WHEREFORE, the Plaintiffs demand compensatory damages against Defendants EMSA LIMITED PARTNERSHIP, EMSA CORRECTIONAL CARE, INC. and PRISON HEALTH SERVICES, INC., attorney fees, costs, and trial by jury for all issues so triable by right.

COUNT III- 42 U.S.C. §1983 CLAIM
AGAINST DEFENDANTS D'ELIA, WILLIAMS,
JOHN AND JANE DOES

87. The Plaintiffs reallege paragraphs 1 through 55, 58, and 62 through 68.

88. While Defendants D'ELIA, WILLIAMS, JOHN and JANE DOES were acting under color of state law as a deputy sheriffs and/or correctional officers of the Broward County Sheriff's Office, they subjected the decedent, PETER ANTHONY COTTONE, JR., to the deprivation of rights and privileges secured to him under the

Fourth, Fifth, Eighth and Fourteenth Amendments to the United States Constitution.

89. Said Defendants were deliberately indifferent to the policy and procedure of the Broward County Sheriff's Office, as well as the Consent Decree with regard to care and housing of mentally ill pre-trial detainees.

90. Said Defendants' deliberate indifference caused a substantial risk of harm to the decedent PETER ANTHONY COTTONE, JR..

91. The injuries sustained by the decedent PETER ANTHONY COTTONE, JR. were a reasonably foreseeable consequence of the Defendants' deliberate indifference to their obligation to provide proper medical attention, security and housing for pre-trial detainees.

92. The deliberate indifference of these Defendants violated the constitutional rights of all persons, including the Plaintiff PETER ANTHONY COTTONE, JR., for which 42 U.S.C. §1983 provides a remedy.

93. The Plaintiff RICHARD COTTONE, as the personal representative of the Estate of PETER ANTHONY COTTONE, JR. claims damages for the wrongful death of PETER ANTHONY COTTONE, JR.. Said damages include loss of his income, services, protection, care, assistance, society, companionship, comfort, guidance, counsel and advice, funeral and burial expenses, and for the permanent mental and emotional injuries suffered by the

Plaintiff PETER COTTONE, SR. under 42 U.S.C. §1983 and the Florida Wrongful Death Statute.

WHEREFORE, the Plaintiffs demand compensatory and punitive damages against Defendants D'ELIA, WILLIAMS, JOHN and JANE DOES, attorney fees, costs, and trial by jury for all issues so triable by right.

COUNT IV-42 U.S.C. §1983 CLAIM AGAINST
DEFENDANTS JOHN DOES

94. The Plaintiffs realleges paragraphs 1 through 58, 62 through 68, and 87 through 93.

95. At all times material hereto, the Defendants JOHN DOES were the directors and/or supervisors of Defendants D'ELIA, WILLIAMS, JOHN and JANE DOES, deputy sheriffs and/or corrections officers.

96. Said Defendants had a duty to train, supervise and ensure that deputy sheriffs/corrections officers under their control obeyed the laws of the State of Florida and the United States, the policies of the Broward County Sheriff's Office and the provisions of the Consent Decree and the cited contract.

97. Defendants JOHN DOES had a duty to ensure that there was sufficient manpower to effectively monitor the inmates housed in Unit 1 of the North Broward Detention Center and that said Unit was in fact being closely monitored by their deputy sheriffs

and/or corrections officers.

98. Notwithstanding Defendants JOHN DOES' responsibility to ensure that deputy sheriffs/corrections officers under their command performed their duties, they failed to uphold these responsibilities.

99. Defendants JOHN DOES' failure to properly train, supervise and administer the agency's policy regarding the monitoring, housing and security of inmates housed in the North Broward Detention Center was the proximate cause of the injuries suffered by the decedent PETER ANTHONY COTTONE, JR..

100. Defendants JOHN DOES' knew that a failure to comply with the conditions of the Consent Decree would lead to a substantial risk of harm to the inmates.

101. Said Defendants' deliberate indifference caused a substantial risk of harm to the decedent PETER ANTHONY COTTONE, JR. and other inmates housed in the Broward County Jail System.

102. The injuries sustained by the decedent PETER ANTHONY COTTONE, JR. were the foreseeable consequence of the Defendants' deliberate indifference to their obligation to provide properly train, supervise and/or discipline deputy sheriffs and/or correctional officers under their control.

103. The deliberate indifference of these Defendants violated the constitutional rights of all persons, including the Plaintiff PETER ANTHONY COTTONE, JR., for which 42 U.S.C. §1983

provides a remedy.

104. The Plaintiff RICHARD COTTONE, as the personal representative of the Estate of PETER ANTHONY COTTONE, JR. claims damages for the wrongful death of PETER ANTHONY COTTONE, JR.. Said damages include loss of his income, services, protection, care, assistance, society, companionship, comfort, guidance, counsel and advice, funeral and burial expenses, and for the permanent mental and emotional injuries suffered by the Plaintiff PETER COTTONE, SR. under 42 U.S.C. §1983 and the Florida Wrongful Death Statute.

WHEREFORE, the Plaintiffs demand compensatory and punitive damages against Defendants JOHN DOES, attorney fees, costs, and trial by jury for all issues so triable by right.

COUNT V-42 U.S.C. §1983 CLAIM AGAINST
DEFENDANT PATRICK TIGHE

105. The Plaintiffs reallege paragraphs 1 through 59, 62 through 68, and 87 through 104.

106. At all times material hereto, the Defendant PATRICK TIGHE was the Executive Director of the Department of Detention for the Broward County Sheriff's Office.

107. Said Defendant had a duty to train, supervise and ensure that deputy sheriffs/corrections officers under his control and that they obeyed the laws of the State of Florida and

the United States, the policies of the Broward County Sheriff's Office and the provisions of the Consent Decree and cited contract.

108. Notwithstanding Defendant TIGHE's responsibility to ensure that deputy sheriffs/corrections officers under his command performed their duties under the Consent Decree and the Broward Sheriff's Office policies, he failed to uphold these responsibilities.

109. Defendant TIGHE's failure to properly train, supervise and administer the agency's policy regarding the monitoring, housing and security of inmates housed in the North Broward Detention Center was the proximate cause of the injuries suffered by the decedent, PETER ANTHONY COTTONE, JR.

110. Defendant TIGHE knew that a failure to comply with the conditions of the Consent Decree would lead to a substantial risk of harm to the inmates.

111. Defendant TIGHE's deliberate indifference caused a substantial risk of harm to the decedent PETER ANTHONY COTTONE, JR. and other inmates housed in the Broward County Jail System.

112. The injuries sustained by the decedent PETER ANTHONY COTTONE, JR. were the foreseeable consequence of Defendant TIGHE's deliberate indifference to his obligation to provide properly train, supervise and/or discipline deputy sheriffs and/or correctional officers under his control.

113. The deliberate indifference of this Defendant violated the constitutional rights of all persons, including the Plaintiff PETER ANTHONY COTTONE, JR., for which 42 U.S.C. §1983 provides a remedy.

114. The Plaintiff RICHARD COTTONE, as the personal representative of the Estate of PETER ANTHONY COTTONE, JR. claims damages for the wrongful death of PETER ANTHONY COTTONE, JR.. Said damages include loss of his income, services, protection, care, assistance, society, companionship, comfort, guidance, counsel and advice, funeral and burial expenses, and for the permanent mental and emotional injuries suffered by the Plaintiff PETER COTTONE, SR. under 42 U.S.C. §1983 and the Florida Wrongful Death Statute.

WHEREFORE, the Plaintiffs demand compensatory and punitive damages against Defendant PATRICK TIGHE, attorney fees, costs, and trial by jury for all issues so triable by right.

COUNT VI- 42 U.S.C. §1983 CLAIM
AGAINST KENNETH C. JENNE, II

115. The Plaintiffs reallege paragraphs 1 through 114.

116. At all times material hereto, the Defendant KENNETH C. JENNE, II was responsible for adopting and implementing the rules and regulations regarding hiring, screening, training, supervising, controlling, disciplining, assigning deputies and/or

corrections officers and/or employees to their duties within the Broward County Sheriff's Office.

117. At all times material hereto, the Defendant KENNETH C. JENNE, II was responsible for adopting and implementing rules and regulations with regard to medical treatment, housing, security and monitoring of mentally ill pre-trial detainees.

Additionally, said Defendant was responsible for ensuring that his employees and agents performed their duties in compliance with the Consent Decree. (Exhibit A, C).

118. Said Defendant was deliberately indifferent to his duties in that he either expressly or impliedly acknowledged and assented to the failure to train, supervise, control or otherwise screen employees of the Broward County Sheriff's Office including, but not limited to, Defendants EMSA LIMITED PARTNERSHIP, EMSA CORRECTIONAL CARE, INC, PRISON HEALTH SERVICES, INC., PATRICK TIGHE, JOHN DOES, JOSEPH D'ELIA, GEORGE WILLIAMS, JOHN and JANE DOES, J. and J. DOES, for dangerous propensities, lack of training and/or skill or other characteristics making said officers, employees and/or agents unfit to perform their duties at the Broward County Jail facilities.

119. The Defendant KENNETH C. JENNE, II, was aware of the problems and conditions existing in the Broward County Jail System such as inadequate manpower, monitoring, classification, screening, assessment, medical care and medication of mentally

ill inmates.

120. The Defendant KENNETH C. JENNE, II, was deliberately indifferent to the safety of the inmates by failing to remedy these problems, even though he had notice of them.

121. The Defendant KENNETH C. JENNE II's deliberate indifference to these problems caused a substantial risk of harm to the decedent PETER ANTHONY COTTONE, JR. and other inmates housed in Broward County Jail facilities.

122. The Defendant KENNETH C. JENNE, II has failed to properly train, and/or supervise his deputies and/or corrections officers and/or employees and/or agents in the treatment, care, security and housing of mentally ill pre-trial detainees. Despite clear warnings, his officers, agents and/or employees have failed to adequately monitor, classify, screen, assess, house, and/or protect mentally ill pre-trial detainees.

123. The conduct of Defendant KENNETH C. JENNE, II in his failure to train, supervise and/or discipline his deputies and/or corrections officers and/or agents and/or employees, was deliberately indifferent to the constitutional rights of all persons, including the Plaintiff PETER ANTHONY COTTONE, JR., in violation of 42 U.S.C. §1983.

124. Defendant JENNE abdicated his policymaking and oversight responsibilities, thereby allowing the deputy sheriffs/corrections officers and/or agents and/or employees to

ignore the requirements of the Consent Decree and the policies of the Broward Sheriff's Office.

125. The Defendant JENNE has maintained a system of review of the treatment, care, security and housing of the mentally pre-trial detainees, and complaints thereof, which has failed to identify the improper treatment by his officers and/or agents and/or employees and to subject officers and/or agents and/or employees who fail to properly classify, monitor, treat, assess, medicate, protect, and house mentally ill pre-trial detainees to appropriate discipline, supervision, dismissal and/or retraining, to the extent that it has become a defacto policy and custom of Defendant JENNE to tolerate the improper treatment, security and housing of mentally ill pretrial detainees.

126. The foregoing acts, omissions, policies or customs of Defendant JENNE caused deputies and/or corrections officers and/or agents and/or employees to believe there exists no duty to properly classify, monitor, treat, assess, medicate, protect and house mentally ill pre-trial detainees, with the foreseeable result that deputies and/or corrections officers and/or agents and/or employees are likely to ignore mentally ill pre-trial detainees and endanger the safety and lives of inmates, thereby risking their safety and continued life.

127. The deliberate indifference of this Defendant violated the constitutional rights of all persons, including the decedent

PETER ANTHONY COTTONE, JR. for which 42 U.S.C. §1983 provides a remedy.

128. The above acts and omissions of Defendant JENNE constitute a course of conduct and failure to act amounting to deliberate indifference to the rights, health, safety and welfare of the decedent and those similarly situated, resulting in the deprivation of the Plaintiff PETER ANTHONY COTTONE JR.'s constitutional rights under state and federal law.

129. The Plaintiff RICHARD COTTONE, as the personal representative of the Estate of PETER ANTHONY COTTONE, JR. claims damages for the wrongful death of PETER ANTHONY COTTONE, JR.. Said damages include loss of his income, services, protection, care, assistance, society, companionship, comfort, guidance, counsel and advice, funeral and burial expenses, and for the permanent mental and emotional injuries suffered by the Plaintiff PETER COTTONE, SR. under 42 U.S.C. §1983 and the Florida Wrongful Death Statute.

WHEREFORE, the Plaintiffs demand compensatory and punitive damages against Defendant KENNETH C. JENNE, II, attorney fees, costs, and trial by jury for all issues so triable by right.

COUNT VII- 42 U.S.C. §1983 CLAIM AGAINST
THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS

130. The Plaintiffs reallege paragraphs 1 through 129.

131. With respect to the duties and powers of the Defendant THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS, said Defendant failed in all aspects with regard to control of the Defendant KENNETH C. JENNE, II.

132. At all times material hereto, the Defendant THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS permitted and tolerated a pattern and practice of abuse of lawful authority, in reckless disregard of both constitutional prohibitions and guarantees under color of state law, thereby misusing the power possessed by virtue of state law and made possible only because Defendants were clothed with the authority of state law. As a result, some Broward County Sheriff's Office deputy sheriffs and/or corrections officers and/or agents and/or employees were caused and encouraged to believe that members of the public such as pre-trial detainees could be subjected to abuse of lawful authority and that said abuse would in fact be permitted by the Defendant THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS.

133. The acts of Defendant KENNETH C. JENNE, II represent an official policy of THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS and the policy making authority for the County has been delegated to said Defendant KENNETH C. JENNE, II.

134. The Defendant THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS has maintained no meaningful system of review of incidents involving abuse of lawful authority and complaints

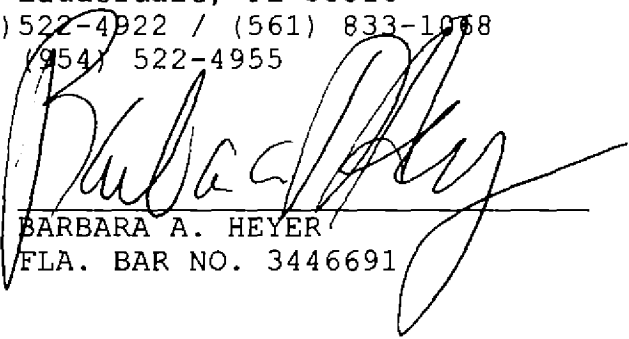
thereof, and, therefore, has failed to identify incidents of abuse of lawful authority by said law enforcement officers and/or agents and/or employees, and to subject said law enforcement officers and/or agents and/or employees to appropriate discipline, dismissal, closer supervision and/or retraining, to the extent that it has become the defacto policy and custom of THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS to tolerate the abuse of lawful authority by deputy sheriffs and/or corrections officers and/or agents and/or employees.

135. As a direct and proximate cause of the acts described above, in violation of 42 U.S.C. §1983, the Plaintiff PETER ANTHONY COTTONE, JR. has suffered the loss of his life as heretofore alleged.

136. The Plaintiff RICHARD COTTONE, as the personal representative of the Estate of PETER ANTHONY COTTONE, JR. claims damages for the wrongful death of PETER ANTHONY COTTONE, JR.. Said damages include loss of his income, services, protection, care, assistance, society, companionship, comfort, guidance, counsel and advice, funeral and burial expenses, and for the permanent mental and emotional injuries suffered by the Plaintiff PETER COTTONE, SR. under 42 U.S.C. §1983 and the Florida Wrongful Death Statute.

WHEREFORE, the Plaintiffs demand compensatory damages against Defendant THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS, attorney fees, costs, and trial by jury for all issues so triable by right.

HEYER & ASSOCIATES, P.A.
Attorneys for Plaintiffs
1311 S.E. 4th Ave.
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Fax: (954) 522-4955

By: 

BARBARA A. HEYER
FLA. BAR NO. 3446691

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

OLLIE CARRUTHERS, et al.,

Plaintiffs,

vs.

Case No. 76-CIV-WMH

RON COCHRAN, as Sheriff of Broward County,
GERALD F. THOMPSON, SYLVIA POITIER,
JOHN P. HART, SCOTT I. COWAN,
LORI N. PARRISH, SUZANNE N. GUNZBURGER,
and JOHN E. RODSTROM, in their capacities as
County Commissioners of Broward County, and
HENRY L. TEMPLETON, as Director of Department
of Corrections and Rehabilitation,

Defendants.

STIPULATION FOR ENTRY OF CONSENT DECREE



STIPULATION FOR ENTRY OF CONSENT DECREE

This Stipulation is entered into by the parties to resolve claims asserted by the plaintiffs in their Complaint as amended against all defendants and to provide for retention of jurisdiction and permanent injunctive relief. Defendants withdraw their Offer of Judgment and same shall be deemed without force and effect.

PARTIES

The individual named plaintiffs are OLLIE CARRUTHERS, THOMAS ZERVOS AND GERALD TICE. This action was certified as a class action. The defendants are the Sheriff of Broward County, currently RON COCHRAN, and the Broward County Commissioners, currently GERALD F. THOMPSON, SYLVIA POITIER, JOHN P. HART, SCOTT I. COWAN, LORI N. PARRISH, SUZANNE N. GUNZBURGER, and JOHN E. RODSTROM, in their capacities as County Commissioners of Broward County, and HENRY L. TEMPLETON, as Director of the Department of Corrections and Rehabilitation. These persons, in their official capacities, have been substituted for the original defendants by operation of Federal Rule of Civil Procedure 25(d).

GENERAL PROVISIONS

1. The original Complaint in this cause was filed pro se against the then named defendants in their official capacities. Thereafter, plaintiffs, then represented by counsel, filed First and Second Amended Complaints alleging, *inter alia*, that defendants had failed to carry out their statutory and constitutional duties relating to the maintenance and operation of the Broward County jails and further alleging that, as a result of defendants' acts and

omissions, taken under color of state law, defendants had caused plaintiffs continued confinement under conditions that violated plaintiffs' constitutional rights.

2. The Second Amended Complaint asserts causes of action against defendants arising under, and jurisdiction pursuant to, 42 U.S.C. §§ 1983 and 1988; 28 U.S.C. §§ 1331, 1343(a)(3) and (4), 2201 and 2202; and the Constitution of the United States, specifically but not limited to the First, Fourth, Fifth, Sixth, Eighth, Ninth and Fourteenth Amendments thereto. The action seeks declaratory judgment and preliminary and permanent injunctive relief.

3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure and Local Rule 19 of the United States District Court, in and for the Southern District of Florida, this action was certified as a class action on November 9, 1979 on behalf of all persons who have been, are being, or will be confined in the Broward County corrections and rehabilitation facilities. By agreement of the parties this includes any jails that Broward County or the Sheriff of Broward County may in the future operate or contract with a private company to operate.

4. Conditions of confinement have previously been determined to be unconstitutional. The population caps established by this court were essentially continuously exceeded until the summer of 1992, despite the \$1,000 per day fine levied for exceeding the cap.

5. The parties agree that progress has been made in addressing the matters raised by plaintiffs during this action and that further improvement can be obtained by implementing the agreements and achieving the goals set forth herein.

6. Counsel for the plaintiffs represents that it is desirable and in the best interests of the members of the Plaintiff Class to settle the issues resolved herein by entering into this

agreement. The comment of the members of the Class shall be solicited and considered as provided by Federal Rule of Civil Procedure 23 (e).

7. The defendants consider it desirable and in their best interests to settle the claims brought against them and their predecessors in office by entering into this stipulation. Implementation of this stipulation resolves the differences of the parties regarding conditions of confinement in the Broward County corrections and rehabilitation system.

8. This Agreement shall bind all parties to this action as well as their successors in office. Defendants agree to use their best efforts to make the requirements of this agreement known to each of their employees, deputies, and agents who are responsible for the operation of detention facilities within Broward County, Florida. The defendants shall ensure that the relevant requirements of this agreement are made known to and complied with by any private parties with whom the Sheriff or County now contracts or shall in the future contract with to provide goods or services to any Broward County correction and rehabilitation facilities.

NOTICE TO CLASS

9. Pursuant to Rule 23(e), Federal Rules of Civil Procedure, Notice of Proposed Settlement shall be distributed and published to the class in the manner and format approved by the Court including posting in each housing area in a place accessible to inmates generally, including those inmates in administrative, disciplinary or solitary confinement, which notice shall be posted and distributed in English, Spanish, and Creole. Sufficient copies of this agreement will be kept in each pod and made available to any inmate requesting same.

Class members shall have until the date ordered by the Court to file with the Clerk of the Court any written objections to this proposed settlement. The Clerk shall forward

copies of any objections or inquiries to the Special Master and counsel for the parties. The Sheriff of Broward County shall provide free paper, envelopes and postage to inmates desirous of filing objections to this settlement. Such communications with the Court shall be considered legal mail. All objections will be considered fully by the Court.

STATEMENT OF STANDARDS

10. It is the intent of this Agreement to achieve responsible and professional corrections and rehabilitation practice in all Broward County facilities and to facilitate and encourage personal contact and interaction between staff and inmates. Accordingly, all Broward County correctional facilities shall be operated and maintained, at a minimum, in compliance with applicable federal and Florida law, and the following standards:

- a. Chapter 33-8 of the Florida Administrative Code
- b. American Correctional Association Standards for Adult Local Detention Facilities (currently 3rd Edition).
- c. National Commission on Correctional Health Care Standards of medical, dental and mental health services.
- d. Physical and operational standards (that would include policies and procedures) as developed by the defendants which shall, at a minimum, apply the most stringent provisions of the aforementioned applicable law and standards and address all of the applicable standards set forth in the American Correctional Association Standards for Adult Local Detention Facilities. Pending ACA accreditation the defendants agree to make good faith efforts to substantially comply with such standards.

e. Realizing the impracticality of reproducing the entire set of ACA Standards and 33-8 for distribution to the plaintiff class as part of the comment process set forth herein, and recognizing the importance of conveying the intent and scope of various provisions of this agreement, the parties, by way of illustration and example, hereby set forth some of the standards that shall apply:

1. Classification Inmates shall be classified to the most appropriate level of custody and programming both on admission and on review of their status. The classification process shall include all information available or obtainable from the social, legal and self-reported medical history of the detained person. The primary objective of classification is to place inmates in the type of quarters that best meet their needs and to provide reasonable protection for the inmate and other inmates. Inmates shall be assigned to housing with particular care to the assignment of persons who have a history of, or exhibit aggressiveness toward other inmates. Each facility shall have a designated classification officer. Insofar as facilities permit, no inmate shall be subjected to more restrictive conditions of confinement, including but not limited to freedom of movement within the institution, and out-of-cell time, than those justified by the inmate's classification.

2. Religious Practices

a. The defendants shall not substantially burden an inmate's exercise of religion even if the burden results from a rule of general applicability, except as provided in subsection (b).

b. The defendants may substantially burden an inmate's exercise of religion only if it demonstrates that application of the burden to the person is in furtherance of a

compelling governmental interest; and is the least restrictive means of furthering that compelling governmental interest.

c. Each facility shall appoint a chaplin to coordinate religious services and activities.

3. Use of Force Force shall be used only as a last resort to control inmates and only to the degree that is reasonably necessary in self-defense, to prevent escape, to prevent injury to a person or property, to quell a disturbance, or when the inmate exercises physical resistance to a lawful command. All security and custody personnel shall be trained in approved methods of self-defense and the use of force as a last resort to control inmates. Instruments of restraint, such as handcuffs, irons, and straight-jackets, shall not be applied longer than is absolutely necessary and never applied as punishment and shall be applied only with the approval of the Facility Administrator or designee.

4. Housing The parties agree that each inmate is entitled to living facilities such that no inmate is required to sleep or eat on the floor, except as may be directed by a licensed medical or mental health professional. Temperatures shall be maintained within a normal comfort range. Special inmates, who present a threat to the staff, other inmates, or themselves, should be separated and closely supervised. Special inmates may include the mentally ill, alcoholic, drug addict, sex deviate or suicide risk, or persons with contagious or communicable diseases. Any inmate who is identified as a suicide risk shall not be housed in a "single occupancy cell" unless the inmate is observed by direct visual observation 24 hours each day. Close supervision for special inmates shall include regular, documented sight

checks by correctional officers or medical staff at intervals not to exceed 15 minutes. Special housing shall be provided to inmates for medical reasons upon orders of the facility physician.

5. Recreation Absent physician restriction or disciplinary action, inmates shall have access to recreational opportunities and equipment, including four hours weekly of physical exercise outside the cell and outdoors when weather permits. Sufficient space, equipment and staffing to permit both individual activities and group activities shall be provided.

6. Visitation Rules and regulations pertaining to the time and conduct of visitation shall be posted for the knowledge of the inmates and prospective visitors. A copy of the rules shall be given to each inmate. Visitation periods shall be permitted so that each inmate in general population has the opportunity for at least two hours of visitation each week.

7. Programs All correctional facilities shall make maximum use of programs available through local community resources. At least one employee in each detention facility shall act as liaison between the facility and the community agencies that offer needed programs and services.

8. Medical, Dental and Mental Health Services Inmates in all facilities will be afforded medical, dental and mental health services, medication, appliances and medical related housing consistent with the requirements of paragraphs 10a through d above.

PROCESS

11. The defendants recognize the importance of achieving American Correctional Association accreditation pursuant to the Standards for Adult Local Detention Facilities and agree to attain such accreditation.

12. The Broward County Sheriff, through the Director of Corrections and Rehabilitation, will cooperate with Broward County officials to identify and plan for the actions necessary to achieve the objectives of this Agreement.

13. The parties recognize that the objectives of this Agreement can best be achieved by formulation and implementation of a plan which incorporates the following elements and which provides for a schedule and implementation. Accordingly, the parties adopt and agree to implement the schedule set forth herein:

A. Organization

The Sheriff of Broward County shall develop and carry out a reorganization plan for the Department of Corrections and Rehabilitation that defines the mission of the agency and all of its facilities. The plan will include the organization and management structures, staffing, operational budget and implementation schedule necessary to carry out the mission of the agency and its facilities.

Task or Activity	Due Date
A. <u>Organizational Issues</u>	
A1 Define Organization	Done
A2 Define Required Resources	Done
A3 Develop Implementation Schedule	9/15/94
A4 Appoint Planning Manager	Done
A5 Schedule Required Resources	10/1/94
A6 Schedule Funding for Required Resources	10/1/94
A7 Define Internal Monitoring and Reporting Process	10/31/94

B. Inmate Population Assumptions

The defendants shall develop a plan to project or forecast the demand for prisoner beds or supervision programs. Such plan shall periodically update the projection for the prisoner population.

Task or Activity	Due Date
B. <u>Inmate Population Assumptions</u>	
B1 5 Year Intake Assumptions	6/1/95
B2 5 Year Average Daily Population Assumptions	6/1/95
B3 Forecast Assumptions	6/1/95
B4 Develop Forecast Update Mechanism	6/1/95

C. Jail Population Management Plan

The Sheriff shall develop a Jail Population Management Plan based on policies and resources that are consistent with the population projections. The Sheriff shall develop a plan of how the prisoner population will be managed. The plan will include, but not be limited to, a Prisoner Classification Plan, a Housing Unit Assignment Plan, and an Alternatives to Incarceration Plan.

Task or Activity	Due Date
C. <u>Jail Population Management Plan</u>	
C1 Develop an Inmate Classification Plan	4/1/95
C2 Develop a Housing Unit Assignment Plan	4/1/95
C3 Develop an Alternatives to Incarceration Plan	4/1/95
C4 Develop an Inmate Program and Activity Plan	4/1/95

D. Physical and Operational Standards

The defendants shall develop physical and operational standards for Broward County detention facilities which meet the standards set forth in this agreement. Defendants shall then apply these standards in the operation of the facilities.

Task or Activity	Due Date
D. <u>Physical and Operational Standards</u>	
D1 Develop Physical Plant Standards	4/1/95
D2 Develop Operational Standards	4/1/95
D3 Audit Existing Plants and Operations	4/1/95
D4 Develop Improvement Plan	4/1/95
D5 ACA Accreditation	eighteen months from agreement

E. Capital Projects Management Plan

Broward County, with the Sheriff's participation, shall develop a Capital Projects Management Plan to provide funding for renovation of existing facilities and construction of proposed facilities in conformity with the intent of this agreement. Said plan shall take into account the necessary management systems and structures for the proper operation of such facilities. It is understood that such plan will be subject to review and revision to reflect changes in confinement population.

Task or Activity	Due Date
E. <u>Capital Projects Management</u>	
E1 Develop a Capital Project Management Process	5/1/95
E2 Develop a Funding Scheme	6/1/95

E3 Develop a Schedule to Meet Required Capacity

6/1/95

F. Operational Management Plan

The Sheriff shall develop an operational management plan that shall address the development of a documentation system including policy directives, operating procedures, post orders, staffing plan, and address all necessary training.

Task or Activity	Due Date
F. <u>Operational Management Plan</u>	
F1 Develop Documentation, Policy and Procedure System	eighteen months from agreement
F2 Develop Staffing Plan	1/1/95
F3 Develop Training Plans	1/1/95
F4 Develop Transition Plan for New Service Delivery System	1/1/95

G. Management Information Systems Plan

The Sheriff shall develop a plan to provide management information systems, to support the actions called for in this agreement. To this end the Sheriff, after consultation with Broward County, shall identify what information is needed and how it will be managed to support and perform the requirements of this agreement. The parties recognize that the Sheriff does not have exclusive control over such information.

Task or Activity	Due Date
G. <u>Management Information Systems Plan</u>	
G1 Develop a MIS Plan to Support All Activities	6/1/95

CAPACITY AGREEMENT

CAPACITY AGREEMENT

14. The parties agree that each inmate shall be entitled to a bed, as set forth in 33-8 and as otherwise provided for herein. Authorized capacity of this system shall be determined by the number of available beds subject to the standards set forth in Chapter 33-8 of the Florida Administrative Code. The current authorized capacity of the Broward County Corrections and Rehabilitation system is 3,656 inmates. It is agreed that when the inmate population in the Broward County Department of Corrections and Rehabilitation facilities reaches 3,218, or within eighty-eight percent (88%) of its authorized capacity, the Sheriff and the Director of the Broward County Department of Corrections and Rehabilitation will exercise every internal mechanism or option within their legal authority to speed administrative decisions and actions to control the growth of the inmate population. The Public Safety Coordinating Council, or its successor, shall be notified by the Sheriff when the inmate population exceeds eighty-eight percent (88%) of its authorized capacity. When the inmate population reaches ninety-five percent (95%) of its authorized capacity, currently 3,473 inmates, the Sheriff shall request the Public Safety Coordinating Council, or its successor, and its representative justice agencies and their successors, to carry out the available mechanisms as developed in accordance with Florida Statute 951.26 to control the inmate population. The Broward County Department of Corrections and Rehabilitation shall not retain more than 3,656 inmates at any given time. Upon attaining the rated capacity of 3,656 inmates no further inmate admission shall be permitted. This admission moratorium may not be avoided except upon extreme conditions created by disaster, insurrection, riot or a similar emergency or catastrophe.

However, nothing in this agreement prohibits the Sheriff of Broward County from transferring inmates to other local or out of county facilities or petitioning appropriate local criminal justice authorities for relief from these overcrowded conditions.

COMPLIANCE MONITORING

Judge Hoeveler's Objection:

Page 12, last paragraph should read:

or catastrophe. "Nothing in this agreement prohibits the Sheriff from transferring prisoners to other local or out-of-county facilities or from petitioning appropriate local criminal justice authorities for relief from the over crowded conditions."

ADDENDUM to p[#]12

15. On submission of each plan required by the planning process described in the "Process" section of this agreement, together with that plan's implementation schedule, the Special Master shall insure that Plaintiff's counsel receives copies of the materials submitted. Plaintiff's counsel shall have fifteen (15) days from receipt to submit any comment.

16. If plaintiffs object to defendant's proposed plan or its implementation schedule, the parties, with the assistance of the Special Master, or if he is unavailable an assigned federal magistrate, shall attempt to resolve these differences. If such differences are not resolved within thirty (30) days of the submission of the objections, the defendant's plan, the objections, and any recommendations of the Special Master or magistrate will be submitted to the Court. Copies of any such recommendations shall be furnished to counsel for the parties. Within ten (10) days of the submission to the Court and parties, either party may request a hearing, or the Court may order a hearing. If a hearing is not timely requested, the recommendation shall be accepted as uncontested by the parties.

17. Once a plan and its implementation schedule are approved by the Court, defendants shall carry it out. Whenever practical, parts of each plan shall be presumed to be separable such that objection to one part of a plan shall not delay implementation of other parts that can proceed independently so long as no objection exists to those other parts.

18. The Special Master or his designee shall monitor compliance with the terms of this agreement including implementation of the plans approved by the Court, the schedule set forth in the "Process" section, and the standards set forth in the "Statement of Standards" section. The Special Master shall provide the Court and counsel for the parties with status reports on compliance with the schedule, standards, and all approved plans and the status of

each required plan, beginning three (3) months after approval of this agreement by the Court and at three (3) month intervals thereafter or with such other frequency or at any time as the Court may direct. The compliance status will be rated using the following classifications:

a. The Special Master concludes that the defendants are in substantial compliance with the particular requirement.

b. The Special Master concludes that the defendants are in compliance with a particular requirement, subject to specified exceptions and/or qualifications as noted in the report.

c. The Special Master cannot make a finding because of insufficient evidence, unresolved ambiguity as to what actions are necessary for compliance, or a need for additional professional expertise.

d. The Special Master concludes that the defendants are not in compliance with the particular requirement.

19. Prior to submitting a status report to the court the Special Master shall furnish each party with a copy of his proposed report. The parties will then have ten (10) days to comment directly to the Special Master on the contents of his report. The Special Master will submit his final report to the Court and the parties within ten (10) days of receipt of the parties' comments. The parties will then have ten (10) days in which to request a hearing regarding any remaining disagreements with the final report. If a hearing is not requested in a timely manner, the Special Master's findings shall be accepted as uncontested.

20. Hearings on defendant's compliance shall be scheduled not earlier than thirty (30) days from the submission of the Special Master's status report.

21. In the event a hearing is requested, the Special Master will hold a pre-hearing conference with the parties, at least five (5) days prior to the compliance hearing before the

Court. The subject report and compliance issues will be reviewed by the parties at the pre-hearing conference.

22. The current practice which affords prisoners free telephone access to plaintiff's counsel for reporting of complaints of conditions of confinement, which allegations are then investigated by plaintiff's counsel or his staff, will be modified in practice by this agreement as follows:

a. The Sheriff will implement within five (5) days of this agreement a Grievance policy. This policy and operational procedure will provide for the written submission of prisoner grievances and complaints. The Sheriff will forward to plaintiff's counsel copies of same on a weekly basis. Determinations of all grievances and complaints shall be forwarded to plaintiff's counsel on a weekly basis.

b. Upon implementation of the aforementioned policy and procedure, plaintiff's counsel, upon receipt of a telephone call from a prisoner shall record the caller's name, necessary identification information, and the nature of the complaint or grievance. Except in the case of serious medical complaint or where the matter is in the nature of an emergency, the prisoner shall be informed that he or she is required to utilize and exhaust the administrative remedies set forth in the grievance procedure before requesting direct assistance from plaintiff's counsel. By way of response to such non-emergency or non-serious medical calls, plaintiff's counsel shall forward to each caller a letter confirming the call, the nature of the call, and the requirement of exhaustion of administrative remedies pursuant to the grievance procedure. Copies of such confirming correspondence shall be forwarded to John Tiedeberg, Federal Court Liaison, and to the person designated by the Sheriff to receive same.

c. This provision and modification of plaintiff counsel's practice in receiving and responding to prisoner complaints is intended to record and report complaints and grievances and to record and report their disposition. It does not prohibit any member of the class from calling or communicating with plaintiff's counsel. Free telephone access to plaintiff's counsel shall continue during the monitoring period and notice shall be posted in each housing unit identifying plaintiff counsel, the phone number and explaining the process provided in subparagraph (b) above.

23. Compliance monitoring will be by the Special Master or his designee.

24. Pending ACA accreditation the parties agree to meet to clarify issues and determine the status of the various elements of this agreement. The parties will meet monthly until such time as all parties agree upon less frequent meetings.

25. Compliance monitoring shall continue until ACA accreditation or order of the Court.

EFFECT OF AGREEMENT

26. Upon Court approval of this stipulation the terms of this agreement shall be incorporated into the Consent Decree. The defendants shall be permanently enjoined from violating the terms of the Consent Decree. Defendants' obligations regarding ACA compliance shall terminate upon defendant's achieving ACA accreditation. The Court shall retain jurisdiction to enforce the terms and conditions of the Consent Decree.

ALLOCATION OF FINE MONEY

27. The individual plaintiffs named in the Second Amended Complaint, OLLIE CARRUTHERS, THOMAS ZERVOS, and GERALD TICE are each awarded the sum of

\$25,000 as damages. Such sums to be paid from the fine monies paid into the registry of the Court. The parties will make good faith efforts to locate these individuals, including appropriate publication and records search. Any portion of this award not paid by the end of the Compliance Monitoring period shall be disbursed by the Court for the welfare of the inmate population as determined by agreement of the parties or hearing before the Court.

28. Fine monies may be disbursed to pay for expert fees incurred by the Special Master during the Compliance Monitoring period or for such other purposes as may be appropriate in conjunction with such monitoring.

29. During the compliance monitoring period, and upon its conclusion, any remaining fine monies may be disbursed by agreement of the parties for the welfare of the inmates. Absent such agreement, any party may apply to the Court for disbursement of fine monies for such purposes as the Court, upon notice and hearing, shall determine to be appropriate.

FEES AND COSTS

30. During the Compliance Monitoring period provided herein the Special Master, the Federal Court Liaison, and plaintiffs' counsel shall submit itemized monthly statements of time and costs to the Office of the General Counsel, Broward County, for payment within ten (10) days of their submission. Hourly billing of the Special Master and plaintiffs' counsel shall be paid at the rate of \$125.00 per hour. Hourly billing of the Federal Court Liaison shall be paid at the rate of \$75.00 per hour. If a dispute arises regarding fees set forth in the statements, and such dispute cannot be resolved among the parties, the matter will be assigned to a federal magistrate in Broward County for arbitration.

ENTIRE AGREEMENT

31. This Agreement contains the entire agreement between the parties. All prior negotiations, discussions and agreements are merged into this agreement.

ACKNOWLEDGMENT OF BROWARD COUNTY COMMISSION

32. Attached hereto and made a part of this Agreement is a certified copy of the minutes of the County Commission held on _____, 1994 wherein the Broward County Commission approved this agreement.

STIPULATED AND AGREED this 27th day of July, 1994.



RON COCHRAN, Sheriff of Broward County, Florida



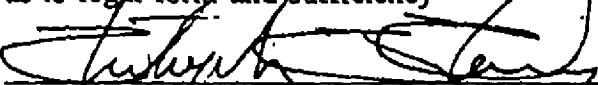
HENRY L. TEMPLETON, Director of Department of Corrections and Rehabilitation, Broward County, Florida



CHARLES T. WHITELOCK
Attorney for Sheriff Cochran and Director Templeton
as to legal form and sufficiency



ALEXANDER COCALIS
Attorney for Broward County Commissioners
as to legal form and sufficiency



CHRISTOPHER C. CLONEY, Co-Counsel
on behalf of the Plaintiff Class



FREDERICK A. GOLDSTEIN, Co-Counsel
on behalf of the Plaintiff Class

Heyer & Associates, P.A.

Attorneys at Law

Barbara A. Heyer (FL)

1311 S.E. 4th Avenue
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Broward: (954) 522-4922
Palm Beach: (561) 833-1068
Fax: (954) 522-4955

June 21, 1999

CERTIFIED MAIL NO: P157-886-142

Sheriff Kenneth C. Jenne, II
2601 W. Broward Blvd.
Fort Lauderdale, FL 33311

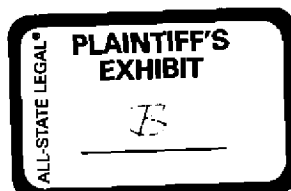
Re: Peter Cottone, Jr.
Date of Incident: 4/7/99

Dear Sheriff Jenne:

Please be informed that our firm represents the interests of the family of Peter Cottone, Jr. with regard to his death as a result of the incident at the North Broward Detention Center on April 7, 1999.

Notice is hereby given, pursuant to Florida Statutes §768.28 of, our intent to bring a lawsuit on behalf of the Estate of Peter Cottone, Jr.. In addition, pursuant to Florida Statutes, Chapter 119, I am requesting that we be provided copies of the following materials:

1. All documents reflecting the incident at issue. These materials shall include all statements, photographs, reports, audio and video tapes, witness lists, lists of persons interviewed, etc.
2. All documentation reflecting the follow-up investigation of the incident at issue. These materials shall include all reports or other materials prepared in anticipation of, or as a result of, any such investigation including all statements, photographs, reports, video tapes, witness lists, lists of persons interviewed, etc.
3. All documentation reflecting Peter Cottone, Jr.'s stay at the North Broward Detention Center and any other Broward County Detention facility. These materials shall include all daily reports, medical reports, incident reports, etc..



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Cottone ltr. - p.2

4. All documentation reflecting Widnel Charles' stay at the North Broward Detention Center and any other Broward County Detention facility. These materials shall include all daily reports, medical reports, incident reports, etc..

5. The contract between the Broward County Sheriff's office and the health care provider which was in effect on April 7, 1999.

6. Any consent decrees and/or court orders pertaining to the Broward County Detention/Jail facilities for the period from January 1, 1995 to the present.

7. Any grand jury findings pertaining to the Broward County Detention/Jail facilities for the period from January 1, 1995 to the present.

Finally, pursuant to Florida Statutes, Chapter 119, please make the following materials available for my review:

1. Any logbooks, lists or other materials in your possession or control reflecting incidents of inmate misconduct, injuries and/or deaths. These materials shall include all incidents, whether investigated or not, and whether filed by inmates or internally, covering the period from January 1, 1995 to the present.

2. The personnel and internal affairs files of all members of the Broward County Sheriff's office who came in contact with either Peter Cottone, Jr. and/or Widnel Charles during their incarceration at the Broward County Jail Facility. These files shall include any supervisory personnel of the officers who had direct contact with either Peter Cottone, Jr. and/or Widnel Charles.

3. Any documentation which reflects the responsibilities and duties of the health care provider at the North Broward Detention Center on the date of the incident.

4. All Broward County Detention/Jail facilities inspection reports done by the Florida Department of Corrections from January 1, 1995 to the present.

5. Any and all reports pertaining to the staffing of the Broward County mail jail facility and the North Broward Detention Center, i.e. number of employees, number of employees required, etc., from January 1, 1995 to the present.

6. Any and all reports relating to claimed or actual

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Cottone ltr. p.3

medical shortcomings within the Broward County main jail and the North Broward Detention Center, including the forensic unit, from January 1, 1995 to the present.

7. Any records or reports pertaining to any inmate injuries or deaths from January 1, 1995 to the present.

I would appreciate it if copies of the requested items be provided to me within forty-five days. We will, of course, pay reasonable copy charges for these documents. With regard to the documents being requested for review, please have these documents available to me by July 30, 1999.

Thank you for your anticipated cooperation.

Very truly yours,

Barbara A. Heyer

BAH/phr
cc: Peter Cottone

P 157 886 142

US Postal Service

Receipt for Certified Mail

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sender <i>Sheriff Kenneth Jenne</i>	
Street & Number <i>2601 W. Broward Blvd.</i>	
Post Office, State, & ZIP Code <i>Fort Lauderdale, FL 33311</i>	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$ 2.98
Postmark or Date	

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4. Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.	
1. ☐ Show to whom delivered, date, and addressee's address. (Extra charge)	2. ☐ Restricted Delivery (Extra charge)
3. Article Addressed to: <i>Sheriff Kenneth Jenne</i> <i>2601 W. Broward Blvd</i> <i>Fort Lauderdale, FL</i> <i>33311</i>	4. Article Number P157 886 142
Type of Service: ☐ Registered ☐ Insured ☐ Certified ☐ COD ☐ Express Mail ☐ Return Receipt for Merchandise	
Always obtain signature of addressee or agent and DATE DELIVERED.	
5. Signature -- Addressee X	8. Addressee's Address (ONLY if requested and fee paid)
6. Signature -- Agent X	
7. Date of Delivery <i>Eric Klem</i>	

HEYER & ASSOCIATES, P.A.

Attorneys at Law

Barbara A. Heyer

1311 S.E. 4th Avenue
Fort Lauderdale, Florida 33316

Broward: (954) 522-4922
Palm Beach: (561) 833-1068
Fax: (954) 522-4955

January 28, 2000

CERTIFIED NO: P 157 886 149

Jean Byasse, Esq.
Prison Health Services
Office of General Counsel
105 West Park Drive
Suite 300
Brentwood, Tennessee 47027

RE: Peter Cottone
Date of Incident: 4/7/99

Dear Ms. Byasse:

Please be informed that our firm represents the interests of the family of Peter Cottone, Jr. with regard to his death as a result of the incident at North Broward Detention Center on April 7, 1999.

Notice is hereby given, pursuant to Florida Statutes §768.28 and §768.57, of our intent to bring a lawsuit on behalf of the Estate of Peter Cottone, Jr.. In addition, pursuant to Chapter 119., Florida Statutes, I am requesting that we be provided copies of the following materials:

1. All documents, materials, etc. reflecting the incident at issue. These materials shall include all statements, photographs, reports, audio and video tapes, witness lists, lists of persons interviewed, etc..

2. All documentation reflecting the follow-up investigation of the incident at issue. These materials shall include all reports or other materials prepared in anticipation of, or as a result of any such investigation including all statements, photographs, reports, video tapes, witness lists, lists of persons interviewed, etc..

3. All documentation reflecting Peter Cottone's Jr.'s

stay at the North Broward Detention Center and any other Broward County Detention facility. These materials shall include all daily reports, medical reports, incident reports, etc.. Enclosed please find a medical release signed by Richard Cottone, Personal Representative of the Estate of Peter Cottone, Jr..

4. The contract between the Broward County Sheriff's Office and EMSA which was in effect on April 7, 1999.

5. Any documentation which reflects the responsibilities and duties of the health care provider at the North Broward Detention Center on the date of the incident.

6. Any and all reports pertaining to the staffing of the Broward County main jail facility and the North Broward Detention Center, i.e. number of employees, number of employees required, etc., from January 1, 1995 to the present.

7. Any and all reports relating to claimed or actual medical shortcomings within the Broward County main jail and the North Broward Detention Center, including the forensic unit, from January 1, 1995 to the present.

8. Any records or reports pertaining to any inmate injuries or deaths at the Broward County main jail and/or the North Broward Detention Center from January 1, 1995 to the present.

I would appreciate it if copies of the requested items be provided to me within forty-five days. We will, of course, pay reasonable copy charges for these documents.

Thank you for your anticipated cooperation.

Very truly yours,

Barbara A. Heyer

P 157 886 149

US Postal Service

Receipt for Certified Mail

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to	JEAN BYASSE, ESQ.
Street & Number	105 W. Park Drive
Post Office, State, & ZIP Code	Brentwood, TN 37027
Postage	\$ 33
Certified Fee	2.65
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$ 2.98
Postmark or Date	1/28/00

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3. Article Addressed to: JEAN BYASSE, ESQ.. Prison Health Services 105 West Park Drive Suite 300 Brentwood Tennessee 37027	4. Article Number: P 157 886 149
5. Signature - Addressee X	6. Signature - Agent X
7. Date of Delivery JAN 31 2000	8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Apr. 1989

DOMESTIC RETURN RECEIPT

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case Number 76-6086-CV-Hoeveler

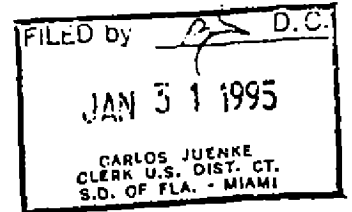
OLLIE CARRUTHERS, et al.,

Plaintiffs,

v.

RON COCHRAN, et al.,

Defendants.



ORDER APPROVING SETTLEMENT AGREEMENT AND DISMISSING CASE

This case came before the court on the Stipulation for Entry of Consent Decree agreed to by the parties on July 27, 1994. The court held a fairness hearing on class objections to the consent decree on January 20, 1995. After consideration and review of the class objections, the court finds that the consent decree is fair and reasonable as to all parties.

Notice to the class was provided by publication and posting to the extent demonstrated by the record. None of the parties or counsel present at the fairness hearing on January 20, 1995 contended that the matter should not proceed to conclusion due to failure of adequate notice.

There has been a shared understanding of principles by counsel for the parties herein which is reflected in a binding agreement entered into by and among the parties on July 27, 1994 (as amended and approved). That agreement is incorporated herein by reference; it is approved by the court and, pursuant to these understandings and the court's approval, all parties conclude that there is no need to further litigate this cause. A true original of the



agreement is attached to this order as Exhibit A.

Late requests by class members for exclusion from the settlement will be accepted within thirty days of the entry of this order. Requests for exclusion filed after the expiration of the thirty day period, however, will be rejected.

In view of the above, it is hereby ORDERED, ADJUDGED, AND DECREED, and the parties do consent, that the attached stipulation and agreement of settlement be entered as a consent order in this case and be binding upon the parties on both sides as well as their successors in interest and in office; that this cause be dismissed; that the court will retain jurisdiction pursuant to the terms of the agreement (for a reasonable period of time) for the purpose of implementation and enforcement of the agreement and such other matters as may be germane to the effective administration of the agreement.

It is further ORDERED that, for the period described in the agreement, Professor Howard Messing will continue to serve as Special Master and Mr. John Tiederberg will continue to serve as the court's Monitor. Magistrate Judge Lurana Snow is appointed to act, when requested by the parties and in the absence of the Special Master, to resolve such problems as may arise during the remaining workout period during which this court will retain jurisdiction.

It is further ORDERED that as of January 20, 1995, with the dismissal of this case as an active file, there shall be no additional fines as the parties will be proceeding under the

consent agreement. The Clerk of this court is presently holding fine payments made by Broward County. It has been the purpose of this court to use the fine monies to benefit the citizens and county government of Broward in ways agreeable to the parties herein; the court retains jurisdiction over these funds during the workout period above described and pending further orders of this court.

DONE AND ORDERED in chambers in Miami, this 27th day of January 1995.



WILLIAM M. HOEVELER
SENIOR UNITED STATES DISTRICT JUDGE

Copies furnished to
parties and counsel
of record.

CONTRACT BETWEEN
THE

*BROWARD SHERIFF'S
OFFICE*

AND

*EMSA LIMITED
PARTNERSHIP*



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**CONTRACT BETWEEN THE
BROWARD SHERIFF'S OFFICE
AND
EMSA LIMITED PARTNERSHIP**

This Contract made and entered into this 6th day of August, 1993, and renewed this 1st day of October, 1996 by and between Ron Cochran, as Sheriff of Broward County and Chief Correctional Officer of the Department of Corrections and Rehabilitation (hereinafter referred to as the "BSO") and EMSA Limited Partnership (hereinafter referred to as the "Contractor") which are the parties hereto.

W I T N E S S E T H:

WHEREAS, the BSO is required by Section 945.04, Florida Statutes, to ensure that all inmates in the Broward County Department of Corrections and Rehabilitation (hereinafter referred to as "DCR") are provided care, custody, treatment, housing and general handling of prisoners in accordance with Florida Statutes; and

WHEREAS, said Department presently consists of the following facilities, to wit: Broward County Main Jail Facility; the North Broward Detention Complex; Division of Community Corrections Facility; and Boot Camp (hereinafter collectively the "Facilities"); and

WHEREAS, EMSA Limited Partnership is a qualified and willing participant with the Sheriff to provide health services for medical, dental, mental health, and program support services for inmates at the facilities.

NOW, THEREFORE, in consideration of the agreements contained herein, the parties agree:

I. SCOPE OF WORK

A. Standards

1. All medical services shall be provided according to medically accepted community standards of care and meet American Correctional Association (hereinafter referred to as "ACA") and National Commission on Correctional Health Care (hereinafter referred to as "NCCHC") Standards.

2. Contractor will request documentation of licensing and accreditation for all hospitals, clinics and other providers used by the contractor. All hospitals used by the Contractor for the care of inmates shall be fully licensed and preferably accredited by the Joint Commission and Accreditation of Healthcare Organizations (JCAHO).

3. BSO's Health Services Monitor shall provide periodic contract monitoring at the direction of the BSO Health Services Administrator. Contractor shall provide all documentation necessary to facilitate this monitoring.

II. PERSONNEL

A. General Policies

1. Contractor shall employ only candidates who have provided documentation of past health care experience and letters of recommendation. Each candidate will be subject to a credentialing process. BSO's Health Service Administrator shall participate in the interviewing process for Contractor's Medical Director and the Contractor's Health Services Administrator. The final selection of all employees and subcontractors shall be subject to review by the BSO. All physicians, ARNP's, psychologists, PA's and Dentists employed by the Contractor shall be credentialed.

2. Contractor shall require Florida licensed and qualified personnel to provide professional coverage for the facilities according to the schedule of specifications and job descriptions. Contractor shall ensure that its staff complies with all terms of the contract specifications.

3. An on-site visit to one or more of the facilities shall be made by all screened candidates prior to employment.

4. The BSO reserves the right to instruct, in writing, the Contractor to prohibit any of Contractor's employees and/or independent contractors from performing any services with regard to this Contract. In such event, Contractor shall have a reasonable period not to exceed thirty (30) days to find replacement(s) for such prohibited employees or sub-contractors.

5. All contract personnel will be subject to a security background check by the Office of the Sheriff. Following the completion of the security background check, each of Contractor's employees will be issued a BSO contractor's ID badge. Upon resignation or termination of employment by Contractor, EMSA shall be responsible to return each badge to BSO within 5 (five) working days of the employee's last day of work.

6. All contract personnel shall comply with all current State, County and Local laws and regulations, Court Orders, BSO rules, applicable nursing protocols, Institutional Directives, and Policies and Procedures of the BSO and Institution. During the term of this Contract, policies, regulations and laws may change. These changes may impact Contractor's service delivery in terms of materially increasing Contractor's cost of providing health care services. While Contractor recognizes that changes may occur, there is no way to anticipate what those changes will be nor is there any way to anticipate the related cost associated with the changes. Therefore, Contractor and the BSO will agree to negotiate in advance for additional compensation to cover costs associated with the changes in service delivered in compliance with State or Federal laws, statute or regulations, BSO policy or regulations. As

new beds are added to the system, Contractor and BSO agree to negotiate in advance additional compensation to cover cost associated with these changes.

7. Personnel files on all contractor employees, independent contractors or any individual providing a contract service shall be on file with the health care unit of the institution. These personnel records shall be made available, as required by law to the Director of Corrections or designee for any purpose. These files shall include, but not be limited to, copies of current Florida licenses or proof of professional certification, and evaluation records and position responsibilities.

8. The Contractor shall promptly complete an employee performance evaluation upon request by the Director or designee. The Contractor and its staff shall participate in any disciplinary hearing of any employees as requested by the Director or designee.

9. In any urgent administrative matter, the Contractor shall respond within two (2) hours after contact by BSO. In a non-urgent administrative matter, the Contractor shall respond within forty-eight (48) hours after contact by BSO.

10. The on-site Medical Director shall serve as the medical authority, and shall work with the physicians in the execution of their duties. The Medical Director shall operate the health care program in accordance with BSO Rules, ACA, and NCCHC Standards, or as may be amended during this contract.

11. The on-site Medical Director shall plan, implement, direct and control all clinical and administrative aspects of the health care program. In addition to administrative responsibilities, the Medical Director shall also provide primary health care services on a routine basis and meet the same standards as the Contractor's physicians.

12. Contractor shall provide the Medical Director or physician on call with a pager service so that they may be contacted by Contractor's employees, while off-site.

13. Contractor will not take retaliatory action against any Contractor's employee solely because that employee has made a good faith effort to comply or ensure compliance with the provisions of this Contract. Contractor shall provide BSO with written notification of the removal or termination of administrative personnel, including a summary of the reasons therefor.

B. Non-Competition Clauses

1. Contractor is prohibited from entering into covenants Not-To-Compete, or Non-Competition Clauses with non-physician employees or independent contractors, or any non-physician parties specifically related to the performance or any obligation required under this Agreement, which would prohibit said independent contractor or employee from competing directly or indirectly, in any way with Contractor. For the purpose of this paragraph, the term "competing directly or indirectly, in any way with Contractor" shall mean the entering into or attempting to enter into any similar business with that carried on by Contractor with any

individual, partnership, corporation or association that was or is the same or related business as is Contractor.

2. BSO shall not be held financially responsible for the employment of any of the Contractor's employees, including administrative staff or physicians by BSO or any subsequent vendor at the expiration or conclusion of this agreement. The Contractor agrees to indemnify BSO, or otherwise hold BSO harmless from any liability connected thereto.

C. Employee Training and Orientation

1. Contractor shall be responsible for ensuring that all new health care personnel are provided with orientation and appropriate training-regarding medical practices on-site at the Institution. Orientation regarding other facility and security operations will be the responsibility of the BSO upon notification by Contractor. Contractor shall ensure that all full-time health care staff receive forty (40) hours of in-service training (including on-the-job training) within the first ninety (90) days of employment. The Medical Director shall receive the same in-service training and orientation.

2. Contractor shall establish an on-site medical library for use by the health care staff. The library shall minimally include basic reference texts related to diagnosis and treatment in a primary care setting, as well as a current medical dictionary, pharmacology reference book and a Physician's Desk Reference, etc. At the expiration of the contract, the library shall become the property of the BSO.

3. Contractor shall provide appropriate in-service education programs for employees of contractor and BSO to facilitate the health care program. All full-time health care staff shall receive 40 hours of in-service training per year with the exception of clerical which require 20 hours. Selected topics which require staff training shall be identified on an on-going basis through the Contractor's Quality Management Program. Contractor shall document attendance at such training in accordance with ACA standards.

4. Contractor shall distribute a written job description to each member of the health care staff with all assigned responsibilities to each member of the health care staff. In addition, contract staff shall be provided a copy of the appropriate attached job descriptions and General Specifications. Contractor shall monitor and document performance of health care staff to ensure adequate job performance in accordance with these job descriptions and other provisions of this Contract.

5. Contractor shall assist on-site BSO personnel in developing, coordinating, and evaluating health education for BSO staff. Programs shall minimally include training on the following topics:

- a. CPR;
- b. First Aid;
- c. Response to medical emergency or disaster;
- d. Recognizing signs and symptoms of mental disorders or chemical dependency;

- e. AIDS; and
- f. Additional topics as requested and agreed upon by the Director, Assistant Directors, Superintendents and Contractor's staff.

D. Staffing and Schedules

1. Working hours shall be spent on-site at the institution, except as is otherwise required for the provision of services or training, or expressly agreed to by the Director and the Contractor. Institution staffing work schedules may be modified upon the parties' mutual agreement and written consent.

2. Attachment "A" describes the minimum qualifications required for each position.

3. Attachment "A" reflects position descriptions for each position.

III. FACILITIES

A. Space, Equipment and Commodities

1. The BSO shall provide and maintain the space, fixtures and other similar items required for the efficient operation of the health care unit as agreed upon by the parties unless expressly excluded by provisions of this agreement. The Contractor shall provide input on the selection of the health care facilities as appropriate. All medical equipment, pharmaceuticals, prosthetics devices and medical supplies shall be provided or arranged for by the Contractor.

2. BSO shall be solely responsible for housekeeping services, food/dietary services, building maintenance, linen, and normal transportation (excluding medical emergency transportation). (See Section XXV.)

B. Security

1. Contractor and its personnel shall be subject to and shall comply with all security regulations and procedures of each BSO facility. Violation of regulations may result in the employee being denied access to the facility. In this event, the Contractor shall be given a reasonable period of time to provide alternate personnel to supply services described herein, subject to the BSO approval.

2. The BSO will provide security for the Contractor's employees and agents consistent with the security provided at other BSO facilities.

IV. MEDICAL RECORDS

A. The Contractor shall ensure that all health care staff document each health care encounter in the Problem-Oriented Medical Record utilizing the Subjective, Objective, Assessment Plan Education ("SOAPE") format.

B. The Contractor shall ensure that each health record is complete, accurate and contains sufficient documentation to warrant the treatment rendered; and that each entry is made in a timely manner to comply with aforementioned procedures. This shall include requesting and documenting the request for, all available previous medical records and composing a medical history as needed by the physician.

C. The Contractor shall ensure specific compliance regarding confidentiality and medicolegal access/disclosure, assist in providing documentation to support BSO automation, and participate in the BSO's evaluation of any Quality Management Program.

D. The Contractor shall ensure that each Medical Record meets the provisions in Florida Statutes, Florida Administrative Code, BSO Rules, and the Health Record Manual. Inactive medical records will be maintained in accordance with the laws of the State of Florida.

E. The Contractor shall provide name stamps for all employees signing medical records to assure the determination of record signatures.

V. SICK CALLS

A. All physician and nurse sick calls shall be provided in compliance with ACA and NCCHC standards. Nurse sick calls shall be provided seven (7) days a week. Referrals shall be made to the appropriate medical personnel as required. Non-emergency physician's sick calls shall be provided within twenty-four (24) hours of any priority referrals and seventy-two (72) hours on weekends. Physician sick call will be provided a minimum of five (5) days a week.

VI. INFIRMARY CARE AND HOSPITALIZATION

A. Infirmary care shall be available for inmates requiring skilled nursing care, chronic illness care, convalescent care, and all acute and chronic conditions which can be managed on-site. Contractor shall ensure the following is provided:

1. 24-hour coverage, supervised on-site by a Registered Nurse;
2. Daily infirmary rounds by nursing staff;
3. 24-hour Physician on-call coverage;
4. A manual of nursing care procedures;
5. A separate and complete medical record for each patient;
6. Infirmary rounds will be conducted by the Physician no less than one (1) time per day, Monday through Friday.

B. All infirmary encounters by a health care provider shall be documented in the inmate's medical record.

C. Those inmates requiring care beyond the capability of the infirmary shall be hospitalized at a licensed community facility within Broward County or pursuant to other written agreements. Recommendations for hospitalization, with the exception of emergency situations, shall require review and approval by the on-site physician. Hospital admissions that arise from emergency situations shall be informally reviewed by a physician within forty-eight (48) hours of admission.

D. Any specialty consultations of inmates are the financial responsibility of the Contractor, subject to the maximums set forth herein.

E. Routine transportation of inmates as directed by Contractor, for medical visits, consultations, diagnostic studies and hospital admissions which utilize Department of Corrections and Rehabilitation vehicles and staff shall be the responsibility of the Department of Corrections and Rehabilitation. BSO shall not be directed by Contractor to transport emergency, seriously ill or otherwise medically unstable inmates.

F. Contractor's personnel shall establish regular meetings with representatives from the designated hospital and other providers to coordinate the referral of inmates. Policies and Procedures shall be developed regarding referral methods, scheduling, transportation, reporting of test results, medical records, acute care hospitalization and patient follow-up, subject to approval by the BSO. Contractor shall be responsible for maintaining confidential and secure communications with outside providers so as not to compromise the secure transportation of inmates.

G. Contractor shall provide on-site emergency medical treatment for BSO employees, visitors, and contractors injured or who become ill while working at each facility, consisting of stabilization and referral to personal physician or local hospital.

VII. MENTAL HEALTH

A. The mental health services that shall be provided at each facility include:

1. Basic screening of all intakes/admissions and appropriate referrals for detectable mental health disorders.

2. Development of a system-wide mental health program for evaluation, treatment and/or referral to include but not be limited to:

- a. When isolated for psychiatric purposes, inmate shall be examined by a licensed mental health provider or designee within forty-eight (48) hours after confinement.
- b. Mental health evaluation must support mental health confinement of inmate based on risk of physical danger to self or others.

- c. Medical service must continue to provide follow up care and treatment during the entire time an inmate is held in mental health confinement on at least a five (5) days per week basis.
- d. A licensed mental health provider will be responsible to determine when an inmate should be sent to or returned to general population, with documentation in the medical record regarding these decisions.
- e. All inmates referred for mental health evaluation will receive a comprehensive diagnostic examination including a psychosocial history and mental status evaluation. This examination will include an assessment of suicidal risk, potential for violence, and special housing needs.
- f. Psychotropic medication in liquid form will be used where appropriate. To maximize the effectiveness of pharmacotherapy and to reduce the toxicity and side effects of medication, an intensive program of drug monitoring shall exist. All inmates placed on drug therapy will be seen within one (1) week by the psychiatrist. Precautions to be followed will include:
 - (i) The psychiatrist will review the inmate's medical record to determine which medications the patient has been receiving prior to prescription of psychotropic medication.
 - (ii) Prior to the prescription of psychotropic medication, all inmates will be informed by a member of the mental health staff about the risks of taking such medication, in accordance with applicable standards of care. All female inmates will be so informed by a member of the mental health staff about the risks of taking such medications while pregnant, and will be required to sign a release. A pregnancy test will be provided prior to the prescription of the psychotropic medication to all female inmates wishing such a test, if such a test has not already been provided upon intake.

All patients placed on medication will be evaluated for signs of toxicity. Blood pressure will be regularly checked and drug levels monitored where appropriate with documentation of this information to be placed routinely in the inmate's medical record.

- g. Substance abuse services will be offered to those inmates who are referred to the program for mental health problems and who also have substance abuse related problems. These services will be provided by licensed mental health professionals and

psychiatrists and should include case findings, referrals, liaison work and post release planning.

- h. Clinical supervision of non-doctoral psychology staff by a doctoral psychologist.

3. Initiation of Out-Patient Mental Health Care for identified inmates, must include at least the following:

- a. Psychotropic medications when clinically indicated.
- b. Case management, individualized treatment planning, and supportive group and/or individual counseling, all provided by staff having at least the qualifications of a Psychological Specialist.
- c. Psychiatric consultation on a regular basis for identified inmates.
- d. Appropriate laboratory studies for inmates taking psychotropics.

4. Full range of out-patient mental health care for all inmates at the facilities, when indicated, including at least the following:

- a. Mental status examination at least every 30 days for each inmate continuously housed in confinement.
- b. Individualized treatment planning and implementation for each identified inmate.
- c. Post-release continuity of care planning for all permanently assigned inmates who will need continued care in the community.

VIII. DIET

A. The Contractor shall establish a nutrition program and coordinate with the contracted Food Service Supervisor and BSO Health Services Administrator to ensure the provision of food service needs to include:

1. Menus planned for twenty-eight (28) days in advance and certified by a nutritionist.

2. Therapeutic diets modified and certified by a qualified nutritionist available for inmates when ordered by the physician.

IX. PHARMACY SERVICES (ON-SITE OR OFF-SITE)

A. Contractor will provide for pharmaceutical services to assure the availability to the patient of prescribed medications within twenty-four (24) hours (forty- eight (48) hours on

weekends) of the order being written. Certain medications as determined by the Medical Director will be available on-site for emergencies or in cases where more immediate initial dosing is clinically indicated. Pharmacy services consistent with State and Federal regulations, monitored by a licensed, qualified pharmacist must be maintained or contracted. BSO personnel shall at all times have a right to review and inspect the pharmacy storage and records. An independent audit of the pharmacy services must be performed monthly at the expense of the Contractor. The results will be distributed to both BSO and the Contractor.

B. 1. The Contractor shall record the administration of medications in a manner and on a form approved by BSO to include documentation of the fact that inmates are receiving and ingesting their prescribed medications. Documentation will also be required when an inmate's ordered medication was not administered and the reason given.

2. The Contractor shall provide and fill all prescriptions for inmates leaving on writ, participating in the work release program, transferred or discharged for a maximum of three (3) days, or if clinically indicated, in sufficient quantity to ensure that the patient can continue medication until such time as they are able to be seen by an outside provider to continue their required medications or to complete the current prescription.

C. 1. The Contractor shall provide a licensed pharmacist to participate monthly with the Quality Management Committee.

2. The Contractor shall provide a licensed pharmacist to perform third party drug utilization review as requested by the Quality Management Committee.

3. The Contractor shall provide a licensed consultant pharmacist to conduct monthly inspections of all institutional areas where medications are maintained and provide for the destruction/disposal of medications as required by law. Inspection shall include expiration dates, storage and review of medication records. The consultant pharmacist's monthly inspection report shall be completed in a timely manner, with one copy to remain in the pharmacy and a second copy to be provided to the Medical Director or designee.

X. LABORATORY SERVICES

A. All laboratory services shall be the financial responsibility of the Contractor.

B. All stat laboratory work shall be promptly performed at the local hospital or laboratory accredited by the College of American Pathologists. Results shall be telephoned immediately to the requesting physician and a written report shall follow within twenty-four (24) hours.

C. Non-urgent laboratory services shall be provided by the Contractor to the BSO under a sub-contract arrangement. The most cost effective process may be utilized subject to mutual agreement.

D. Services shall include:

1. Laboratory Supplies;
2. Pick-up and delivery on a daily basis, or as needed, Monday through Friday;
3. Printer, installed at the Institution, to provide test results (FAX NOT ACCEPTABLE); and
4. Reporting capability within twenty-four (24)-hours.

E. A physician shall check, initial and date all abnormal laboratory results within an appropriate time, not to exceed twenty-four (24) hours upon receipt of results (weekends excluded) to assess the follow-up care indicated and to screen for discrepancies between the clinical observations and the laboratory results. In the event that the laboratory report and the clinical condition of the patient do not appear to correlate, it shall be the responsibility of the physician to make a clinical assessment, and to provide appropriate follow-up, which ordinarily will include reordering of the lab tests.

XI. RADIOLOGIC SERVICES

A. Radiology services are the financial responsibility of the Contractor. All routine x-rays shall be provided on-site at the facilities by the Contractor or an appropriately licensed subcontractor. For procedures beyond the capability of the equipment on-site, the inmates shall be referred to an off-site health care facility.

B. All fluoroscopy and special studies, including, but not limited to, MRI, CAT Scans, and ultra sounds, shall be provided by the Contractor.

C. Contractor shall ensure that all x-ray films are read by a radiologist. The Contractor's Radiologist shall meet the BSO's Credentialing standards. The radiologist shall call the Contractor's physician with any report requiring immediate intervention.

D. Contractor shall ensure that a written report is forwarded by the Radiologist within twenty-four (24) hours of interpretation of the films. All emergency x-rays that are required at times other than normal working hours shall be performed at a local facility. A physician shall promptly review, initial and date all abnormal x-ray reports.

XII. REFERRALS

A. All routine referrals shall be approved by the Medical Director and outside referrals shall be made only when appropriate. However, coordination and compliance with the Contractor's Utilization Review Program requirements is mandatory. Appropriate referral logs shall be maintained and available for review by BSO staff. All inmates returning from a hospital stay will be admitted to the infirmary until cleared by the on-site physician or medical director.

XIII. OPTICAL SERVICES

A. Eye examinations shall be performed on-site. A qualified Optometrist shall examine inmates with specific complaints.

B. Eyeglasses shall be provided by the Contractor. Other prosthetics shall be provided at the inmate's expense unless clinically mandated by an Ophthalmologist in which case the Contractor is financially responsible.

XIV. EMERGENCY MEDICAL CARE

A. Emergencies shall be taken to the hospital agreed to by BSO. Contractor shall ensure the availability of emergency treatment through predetermined arrangements with local hospitals. All ambulances utilized shall be equipped with life support systems and certified by the State of Florida. Contractor shall obtain documentation of State Certification and keep it on file. The Contractor shall be responsible for the cost of all helicopter or ambulance transportation unless otherwise provided by the inmate's insurance carrier.

B. The MD/Physician shall ensure capable on-site emergency treatment is provided by the Contractor's employees, including the following:

1. In-service education on first aid and emergency procedures;
2. Written policies and procedures concerning emergency transfer and transportation of inmates;
3. Arrangements for emergency twenty-four (24) hour on-call physician coverage;
4. Coordination with BSO staff for security arrangements when the immediate transfer of an inmate is indicated;
5. Cardiopulmonary Resuscitation (CPR) Basic Training for all staff;
6. Treatment for visitors and staff consisting of stabilization and referral to personal physician or local hospital;
7. No unconscious person or a person who appears to be seriously injured shall be booked in to a BSO facility. They must be referred to the nearest hospital; return to the facility is predicated upon written medical clearance by a qualified physician.

C. The Contractor shall provide, in a form mutually agreed to, a monthly report of emergency referrals/hospitalizations. This report shall include the detainee's name, arrest number, reason, date and time, means of transportation, and facility to which the inmate was sent.

XV. MEDICAL DISASTER PLAN

A. Subject to the Director's approval, the Contractor shall maintain procedures from the effective date of the Contract for the delivery of medical services in the event of a disaster

such as fire, tornado, epidemic, riot, strike or mass arrests. Such procedures shall be maintained and/or modified by the Medical Director working closely with the BSO staff, and may include:

1. Communications system;
2. Recall of key staff;
3. Assignment of health care staff;
4. Establishment of command post;
5. Safety and security of the patient and staff areas;
6. Use of emergency equipment and supplies;
7. Establishment of a triage area;
8. Triage procedures;
9. Medical records - identification of injured;
10. Use of ambulance services;
11. Transfer of injured to local hospitals;
12. Evacuation procedures (to be coordinated with security personnel); and
13. Practice drills annually.

B. In addition, the Contractor shall maintain a Familiarization Staff Training Program from the effective date of the Contract for all Health Care Unit employees in case of an institutional emergency. Emergencies shall be handled in the following manner:

1. All in-house measures for dealing with the emergency shall be taken;
2. The Disaster Plan, as discussed above, shall be put into effect;
3. All facility medical disaster plans and emergency measures shall be coordinated with the nearest local disaster agency.

XVI. SPECIAL MEDICAL PROGRAMS

A. Special Programs

1. The Contractor's Medical Director shall develop, subject to BSO approval, "special medical programs" for inmates who require close medical supervision including chronic and convalescent care. The plan of treatment shall include directions for health care staff and correctional staff regarding their roles in the care and supervision of these inmates. The special medical program shall address a broad range of health problems including but not limited to seizure disorders, pregnancy, STD's, diabetes, hypertension and AIDS.

B. Inmate Health Education

1. Contractor shall maintain, subject to BSO approval, an inmate health education program to include health education posters and literature for placement throughout the facilities, especially in program areas and program intensive housing units. To further this health education process, formal sessions shall be made available to inmates based on the assessed educational needs and upon approval by the BSO. Selected topics for this information may include but are not limited to:

- a. Personal hygiene;
- b. Nutrition;
- c. Physical fitness;
- d. Stress management;
- e. Sexually transmitted diseases;
- f. Chemical dependency;
- g. Tuberculosis and other communicable diseases;
- h. Effects of smoking;
- i. AIDS (Acquired Immune Deficiency Syndrome);
- j. Hypertension/Cardiac;
- k. Epilepsy;
- l. Diabetes;
- m. Dermatology;
- n. Rehabilitation; and
- o. Pregnancy.

B. Explanation of procedures for access to health and dental services shall be provided to inmates both orally and in writing via the Inmate Handbook. The Handbook will be published and distributed by the BSO. The Contractor will be provided with an opportunity to submit material, and review material which will be included in the Handbook.

XVII. TREATMENT PLANS

A. Contractor shall ensure that a medical and /or mental health treatment plan is developed for each inmate requiring on-going care. The treatment plan shall include a written statement specifying the particular course of therapy and the roles of medical and non-medical personnel in carrying out the course of therapy. It shall be individualized and based on an assessment of the inmate's needs and short and long term goals and the methods by which the goals shall be pursued. When clinically indicated, the treatment plan may provide inmates with access to a range of supportive and rehabilitative services (e.g., individuals or group counseling and/or self-help groups) that the physician deems appropriate. Treatment plans will be reviewed on a regular basis and revised as clinically indicated.

XVIII. QUALITY MANAGEMENT

A. In order to ensure compliance with the Quality Management Program, the Contractor shall establish and maintain an Institutional Quality Management Committee which will include the following members:

Chair, Appointed by the Director of Corrections
 Medical Director
 Health Services Administrator
 Nursing Supervisor
 Psychologist
 Physician
 Dentist
 Pharmaceutical Consultant

Quality Management Coordinator
Medical Records Administrator
Ancillary Service Representative
Superintendent or designee

B. The Institutional Quality Management Committee is assigned the following responsibilities and functions:

1. Establish and oversee the institutional quality management (QM) program in keeping with the accepted QM program.
2. Implement system-wide QM studies consistent with the data collection schedule developed by the Contractor.
3. Conduct ongoing studies which monitor and evaluate the quality and appropriateness of patient care, and report all findings to the Contract Monitor.
4. Collect data regarding the quality and appropriateness of drug usage and resistance and report all findings to the Contract Monitor.
5. Review findings from any mortality review and recommend corrective action when indicated.
6. Review data from health record reviews for the quality, clinical appropriateness, accuracy and completion of documentation and report all findings to the Contract Monitor.
7. Review for appropriateness and over/under utilization of ancillary services, contract services, consultations, and drugs and antibiotics and report all findings to the Contract Monitor.
8. Review infections within the health services with regard to their proper management, nosocomial nature and communicability and report all findings to the Contract Monitor.
9. Review risk patterns and trends of unexpected inmate health care events, employee and visitor incidents and report all findings to the Contract Monitor.
10. Review findings generated from institutional specific studies, make recommendations for corrective action when indicated and conduct follow-up.
11. Recommend continuing education programs based on the results of institutional QM activities for the health services staff.

12. Provide feedback to the clinical, ancillary and corrections departments.
13. Reports and minutes of meetings and activities of the Quality Management Program shall be maintained, which shall be reported through confidential QM channels to the Contract Monitor.
14. Review confidentiality policies.

XIX. INFECTION CONTROL

A. An infection control program shall be implemented by the Contractor. The infection control program will include, but is not limited to, concurrent surveillance of patients and staff, prevention techniques, and treatment and reporting of infections in accordance with local and state laws.

XX. SCREENING

A. All new inmate admissions will be screened in accordance with the Policies and Procedures developed by the BSO. Screenings will be completed by a licensed health professional and medically cleared before the inmate enters the facility's population. If the screening is not performed, the reason must be documented in EMSA's monthly report.

B. A screening shall include:

1. Inquiry into:
 - a. Current illness and health problems including mental, dental, and communicable diseases;
 - b. Medication currently being taken;
 - c. Alcohol/chemical abuse history;
 - d. (Females) History for GYN problems and pregnancies;
 - e. Chronic health problems, and
2. Observation of:
 - a. State of consciousness, mental stability, behavior, tremors, bodily deformities, and ease of movement.
 - b. Signs of trauma, bruises, needle marks, jaundice, lesions.
 - c. Indication of drug abuse.

XXI. INMATE GRIEVANCES, COMPLAINTS

A. Any inmate grievances regarding health care shall be referred to the Contractor's Health Services Administrator or designee. The Health Services Administrator shall promptly review the grievance, gather all information concerning the complaint, and take appropriate action consistent with BSO grievance procedures. All inmate grievance shall be responded to within seventy two (72) hours of receipt of Contractor.

XXII. INMATE TRANSFERS

A. All inmates transferred among the BSO facilities shall have their medical records screened by health care personnel prior to the transfer and immediately upon arrival at the receiving facility, provided their is adequate notification given to Contractor from BSO. The health record must accompany the inmates to the receiving facility.

B. Documentation will include:

Medication;
Medical Status;
Chronic Health problems, and
All other relevant medical information which must be transferred with the inmate.

C. Transfers:

Transfers include intersystem and State Prison transfers; every effort will be made by BSO to provide the names of inmates to be routinely transferred to other jurisdictions to Contractor, twenty-four (24) hours prior to scheduled transfer. All inmates transferred to other jurisdictions will have their medical records screened by health care personnel prior to the transfer and appropriate medical information and medications will be sent with the inmate to the receiving jurisdiction at the time of transfer.

XXIII. HEALTH ASSESSMENT

A. Each new inmate shall receive a comprehensive health examination within fourteen (14) days after admission. This assessment will be conducted under the supervision of a physician in accordance with Florida's Sheriff's Association/Florida Association of Counties Model Jail Standards, ACA, NCCHC and BSO guidelines for the intake process.

B. This assessment shall be conducted under the supervision of a licensed physician by appropriately licensed individuals who have received documented training in physical assessment and who are qualified to conduct such examinations. Such records of this training must be maintained on-site at the facility. The results of the physical assessment shall be recorded in the inmate's medical record. Extent of the health appraisal will include:

1. Review of Intake Screening
2. Collection of additional data
3. Lab tests
4. Vital signs
5. Review of physical examination and test results to determine appropriate care of identified problem
6. TB screening (PPD test or chest x-ray)
7. Assessment of mental health

C. Inmates assigned to work or training in the facility must be medically cleared before being placed in any work assignment. Clearances and examinations, if medically required, must be done within five (5) working days from the receipt by Contractor of written request. Clearance should be based on the essential function of the work assignment as provided by BSO, relevant past medical history and general examination for physical and mental health with special note of communicable diseases, skin rashes, wounds, sores, boils, etcetera.

D. A clearance form will be completed and placed in the inmate's medical record before assignment. This form will indicate whether the inmate can perform, the essential functions of the job assignment with or without an accommodation. If an accommodation is recommend, the BSO Health Service Administrator will review and act upon the request.

E. Physical assessment for Boot Camp eligibility shall be completed within a forty-eight (48) hour period of receipt of the written request.

XXIV. ACCOUNTING RECORDS

A. Director of the Department of Corrections, Contract Monitor, Representative of the Department of Corrections, or their duly authorized representatives shall have access, for purposes of examinations, to any financial books, documents, papers and records of the Contractor as they may relate solely to this contract.

B. The Contractor shall maintain such books, records and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the BSO under this project.

C. The Contractor shall maintain and file with the BSO such progress, fiscal, inventory and other reports as the BSO may reasonably require within the period of this Contract.

D. The Contractor shall include these aforementioned audit and record-keeping requirements in all approved subcontracts and assignments.

E. The BSO may unilaterally cancel this Contract for refusal by the Contractor to allow public access to such accounting documents, papers, letters or other materials originated or received by the Contractor in conjunction with this Contract. These "records" are subject to the provisions of the Florida Public Records Act, Chapter 119, Florida Statutes, other than medical records or other exempt materials.

F. The Contractor shall provide progress reports including data reporting. These reports will be used for monitoring progress or performance to determine conformity with intended program purposes.

G. The Contractor shall provide access to or furnish whatever information is reasonably necessary to effect this monitoring.

XXV. HOUSEKEEPING

A. The Contractor's staff shall be responsible for all housekeeping duties in the infirmary and clinic area with the exception of the floors, bathrooms and showers, windows and walls.

B. Copies of all inspection reports must be provided to the BSO and the Director of Corrections and Rehabilitation.

C. The Contractor shall be responsible for the disposal of all contaminated waste per OSHA Standards as required and in compliance with all Federal, State and County laws and regulations.

XXVI. NONDISCRIMINATION

A. The Contractor shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex or national origin, disability or medical status. The Contractor shall take affirmative action to ensure that inmates, applicants, and employees are treated without discrimination in regard to their race, color, religion, sex or national origin, disability or medical status. In the event of the Contractor's noncompliance with the nondiscrimination clauses, or with any other such rules, regulations, or orders, this contract may be canceled, terminated [or suspended in whole or in part] and the Contractor may be declared ineligible for further business with the BSO.

XXVII. INSURANCE REQUIREMENTS

A. Contractor's Insurance

1. The Contractor shall not commence any work in connection with this agreement until Contractor has obtained all the following types of insurance and such insurance coverage has been approved by the BSO. All insurance policies shall be with insurers qualified and doing business in Florida. The BSO shall be furnished proof of coverage of insurance by an executed certificate of insurance accompanying the contract documents. The BSO shall be named as an additional named insured.

2. The BSO shall be exempt, under any circumstances, from liability for any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor providing such insurance.

B. Worker's Compensation Insurance

1. The Contractor shall secure and maintain during the life of this agreement Worker's Compensation Insurance for all employees connected with the work of the contract. Such insurance shall comply fully with the Florida Worker's Compensation Law.

C. Liability/Insurance

1. The Contractor shall be solely liable, and agrees to be liable for, and shall indemnify, defend and hold the BSO harmless from all liability, claims, suits, judgments, expenses or damages including court costs and attorney's fees arising solely out of intentional acts, negligence or omissions by the Contractor during the normal performance of their duties. This also includes the indemnification of the BSO for any such liabilities set forth in Section 768.28, Florida Statutes. The Contractor shall purchase Comprehensive General Liability insurance in the amount of \$500,000.00, and Professional Liability insurance in the amount of \$1,000,000.00 per occurrence and \$6,000,000.00 in aggregate.

2. The BSO shall be solely liable, and agrees to be liable for, and shall indemnify, defend and hold the Contractor harmless for all liability, claims, suits, judgments, expenses; or damages including court costs and attorney's fees arising solely out of intentional acts, negligence or omissions by the BSO during the performance of their normal duties. BSO shall not be liable for any medical treatment or care rendered by the Contractor.

XXXVIII. LIMITATIONS ON CATASTROPHIC ACCIDENT OR ILLNESS

A. The Contractor shall not be responsible for health care costs for any catastrophic illness or injury which exceeds a cumulative total of Fifty Thousand Dollars (\$50,000.00) for any inmate or for any contagious illness or injuries to more than one (1) inmate arising from the same occurrence which exceeds a cumulative total of Fifty Thousand Dollars (\$50,000.00) for the treatment of all such inmates. In this regard, the Contractor shall enter into a contract with the County Administrator of Broward as to the terms, regarding any payments to be made to Contractor by the County of Broward for any treatment of a single inmate, which exceeds a cumulative total of Fifty Thousand Dollars (\$50,000.00).

B. Contractor shall not be responsible for payment of outside hospital costs associated solely with the diagnosis or treatment of BSO inmates with tuberculosis who, with the provision of negative air flow, could be managed in a facility infirmary. In the event that these inmates do not require acute hospitalization, every effort will be made to transfer such individuals to a negative air flow detention facility or arrange for release from secure incarceration. If the inmates' medical condition requires acute care hospitalization and could not be appropriately managed in an infirmary setting even if negative air flow were provided, the cost of such hospitalization will be the responsibility of the Contractor.

XXIX. INDEPENDENT CONTRACTOR STATUS

A. In the Contractor's performance of its duties and responsibilities under the contract, it is mutually understood and agreed that the Contractor is at all times acting in and performing as an independent contractor. The BSO shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing in the contract is intended to or shall be deemed to constitute a partnership or a joint venture between the parties.

XXX. TERMS OF THE CONTRACT

A. Term

1. This contract shall cover a four (4) year period commencing October 1, 1996, and continuing through September 30, 2000. Upon mutual agreement, the contract may be renewed for four (4) additional years based upon negotiations of service delivery and cost. Said negotiations should commence at least ninety (90) days prior to the termination of the agreement.

Any decision to increase the scope of this agreement shall require mutual written assent and amendment to the existing contract.

B. Termination

1. Either party shall have the right to unilaterally cancel, terminate or suspend the Contract, in whole or in part, with or without cause, by providing the other party ninety (90) days written notice by certified mail, return receipt requested, or in person with proof of delivery. This provision is personal solely to the parties to this agreement and shall not be available to either party's successor or assignee or any entity claiming a right to operate the facilities.

2. In light of the substantial start-up, close-out, and other costs that will be incurred by the Contractor, in the event that BSO should cancel, terminate or suspend this contract, Contractor shall be entitled to payment on the effective date of termination of compensation and liquidated damages equivalent to six (6) months of the basic compensation, as set forth in Section XXXIV herein at the rate then in effect.

3. In the event funds to finance this Contract become unavailable, the BSO may terminate the contract upon thirty (30) days' written notice to the Contractor. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. However, the unavailability of funds cannot be utilized to avoid the concept of changed circumstances (XXXIV C.) and any rights inuring to the benefit of the Contractor. This provision is personal solely to the parties to this agreement and shall not be available to either party's successor or assignee or any entity claiming a right to operate the facilities. The BSO shall be the final authority as to the availability of funds.

4. Any dispute concerning the interpretation of or performance under the contract shall be reviewed by the Department of Corrections and Rehabilitation's Director, who shall attempt to resolve it. In the event resolution is not accomplished, they shall forward their recommendation to the Chief of Staff. The Contractor's representative, working with the Director, shall also forward a recommendation to the Contractor's Contract Supervisor. The decision of the Chief of Staff shall be final and conclusive unless within thirty (30) days from the date of receipt of this decision the Contractor files an objection with the Sheriff.

5. In the event that either party believes that a material breach has been occasioned by the other, it shall be required to provide the other party with prior written notice

of such proposed material breach and shall permit the other party thirty (30) days from the date of receipt of such notification to cure any perceived material breach. If the purported material breach is not cured within thirty (30) days from the date of notification of such alleged material breach, then the non-breaching party may terminate this Agreement forthwith.

6. Upon termination of the contract for any reason, including expiration, each party shall, after notice of termination:

- a. Place no further orders or subcontracts for material or service, except as may be necessary for the delivery of medical services until the date of termination.
- b. Satisfy all its debts and obligations incurred at all the facilities during the term of the Contract.
- c. Allow access to representatives of a successor contractor to interview current staff for positions with the successor contractor.

7. Neither the anticipated termination nor expiration relieves any employee from the ethical obligation to provide or arrange for medical services to patients until the date of termination as defined by the contract.

8. Neither termination nor expiration relieves either party from the obligation to defend and indemnify claims filed after the time of termination or expiration, but which arose during the period of this contract.

9. Waiver of breach of any provision of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the BSO's right, remedies at law or to damages.

10. This contract will be governed by and construed in accordance with the laws of the State of Florida.

XXXI. BROKERING OF CONTRACT

- A. The contractor shall not broker this contract.

XXXII. COMMUNICATIONS

A. Contract communications will be in three forms: routine, informal and formal. For the purposes of this Contract, the following definitions shall apply:

1. Routine - All normal communication, written or oral, to facilitate performance of the scope of services by either party.

2. Informal - Special written communication deemed necessary by authorized persons addressing the performance of the Contract, by FAX and hard copy mail.

3. Formal - The same as informal but more limited in nature and usually reserved for significant contract issues, by FAX and hard copy mail.

B. Formal contract communications should be dated and numbered by fiscal year, 11/96 - 3/97, etc. Formal contract communication is for an issue considered to be of serious magnitude requiring an answer/response within a reasonable time, but never to exceed 10 working days. The deadline can be extended for 7 additional working days, upon request and mutual agreement.

C. The only personnel authorized to use formal contract communications are the Medical Director, Regional Administrator, Corporate Medical Director, HSA, President of EMSA, Chief of Staff, and the Director of the Department of Corrections and Rehabilitation or their designees. A copy of any such communication shall be provided to the Sheriff.

D. With informal contract communications, the same date/numbering system shall be implemented and the same response time frame is in effect.

E. In addition to the personnel named under formal contract communication, personnel authorized to use informal contract communications are the Nurse Supervisor, HSA, Assistant Directors, Facility Superintendents and Health Service Monitor.

XXXIII. MEETINGS

A. A monthly meeting will be scheduled between the Contractor and the BSO. Agendas will be provided by each party seven (7) days prior to the meeting. Director will schedule the meeting. The minutes of the meeting will be taken by the Contractor.

XXXIV. BASIC COMPENSATION

A. For the purpose of this contract, the contract renewal period shall be from October 1, 1996 through September 30, 2000.

B. In consideration of the mutual agreements, covenants and promises contained herein, the BSO agrees to pay Contractor, in equal monthly installments, the following basic fee for health care services:

1. During the first contract period, the sum of Eight Million Four Hundred Nine Thousand Thirty Dollars (\$8,409,030.00) subject to the adjustments, credits or debits as hereinafter set forth.

2. During the ensuing three (3) contract years and any subsequent renewal years the price for services will be adjusted by either the Consumers Price Index for all Urban Consumers U.S. City Average, Medical Care Services Expenditure Category from September to September as published by the U.S. Department of Labor, Bureau of Labor Statistics or by 3.0%, whichever is less.

3. All payments pursuant to this contract shall be made on a monthly basis. Contractor will bill the BSO through the Contract Monitor at the end of each calendar month in which services are rendered and the BSO shall render payment to Contractor within fourteen (14) days of receipt of such monthly billing by Contractor.

C. In the event changed circumstances occur, as defined herein, Contractor shall have the exclusive right to renegotiate the price of the contract to reflect all of its increased costs of operation and to maintain its level of profit based on the initial costs to Contractor at the date of inception of the contract and the profit to the Contractor throughout the initial contract term. Upon notice in writing of these changed circumstances to the Contractor, the contract shall continue under all of its terms and condition, except as subject to modification as specified in this section, through its complete term. Changed circumstances, as used in this section, shall include only the following: change in the Chief Correctional Officer, assignment of the contract or material change in the operational and managerial structure of jail and detention facilities.

XXXV. ADDITIONAL COMPENSATION

In addition to the above stated basic fee for service, the BSO agrees to pay Contractor additional compensation as follows:

A. For Other Services

1. For all TB testing \$2.25 per test.
2. For all Hepatitis vaccines administered to BSO employees or applicants for employment, fifty percent (50%) of actual cost not to exceed \$62.50 per vaccination series.

B. For Excess Population

1. a. In the event that the monthly average inmate/detainee population of persons incarcerated in all the Broward County Correctional Facilities combined exceeds a total of three thousand (3000) persons (calculated on the basis of a daily inmate count taken at 1700 hours each day) during the first contract period, or as a court may order, Contractor shall be entitled to receive Five Dollars and Forty Nine Cents (\$5.49) per inmate/detainee per day for each inmate/detainee housed in the facility in excess of three thousand (3000) persons.

b. During the ensuing three (3) contract years, and any subsequent renewal years, the price for excess population will be adjusted by either the Consumers Price Index for all Urban Consumers U.S. City Average Medical Care Services Expenditure Category from September to September, as published by the U.S. Department of Labor, Bureau of Labor Statistics or by 3.0%, whichever is less.

XXXVI. ADJUSTMENTS

The following adjustments shall be subtracted from the compensation paid to Contractor by the BSO as hereinafter set forth:

A. In the event that the monthly average inmate/detainee population of persons incarcerated in all the Broward County Correctional Facilities combined falls below a total of two thousand eight hundred (2800) persons (calculated on the basis of a daily inmate count taken at 1700 hours each day) during the first contract period, the BSO shall be entitled to subtract Five Dollars and Forty Nine Cents (\$5.49) per inmate/detainee per day for each inmate/detainee housed in the facilities fewer than the two thousand eight hundred (2800) persons, which credit shall be assessed against the basic fee due Contractor on a monthly basis.

B. During the ensuing three (3) contract years and any subsequent renewal years the price for lower population will be adjusted based on the Consumers Price Index for all Urban Consumers U.S. City Average, Medical Care Services Expenditure Category from September to September as published by the U.S. Department of Labor, Bureau of Labor Statistics.

C. Monthly adjustments will be made for actual staffing provided, average daily population, performance level adjustments, performance requirement adjustments, and costs defined as payable by Contractor which have been paid by the BSO or costs defined as payable by the BSO which have been paid by the Contractor. Adjustments will be debited or credited to the subsequent monthly payment after reconciliation between the BSO and the Contractor. The last payment of the Contract will be withheld until final reconciliation adjustments have been determined.

XXXVII. ADJUSTMENTS FOR STAFFING

A. Calculation

1. Staffing adjustment for vacancies for physicians, psychiatrists, psychologists, dentists, RN's, ARNP's, and PA'S shall be calculated on a monthly basis as follows:

- a. For purposes of this contract, a "vacancy" shall occur when a position required under this contract is not filled, either on a temporary or long-term basis, by an individual qualified for, and functioning in, that position.
- b. Actual hours provided on-site during the month shall be determined by using an automated time clock system approved by the BSO. BSO shall have unlimited access to the automated time clock system.
- c. The number of hours required for each month for each position listed herein will be determined on a pre-approved work schedule.

- d. The parties will agree on a salary schedule for purposes of the adjustment for staffing only which reflects salaries and fringe benefits for each position and lists the number of FTE's by position.
- e. The number of hours actually worked by each position will be totaled.
- f. If the number of hours worked is less than the number of hours required, the difference is multiplied by each position's total compensation.

B. Application

- 1. For professional medical staff (physicians, dentists, psychiatrists, PAs, and ARNP's):
 - a. Full Time Equivalent position(s) (hereinafter referred to as "FTE"), may be filled by an employee hired in temporary status. However, if the FTE is vacant for more than thirty (30) days, the staffing adjustment set forth above shall be subtracted from the monthly payment retroactive to the first day of the vacancy.
 - b. If an FTE vacancy is filled by a permanent replacement within thirty (30) days, staffing adjustments shall apply only to the actual number of required hours not worked.
 - c. If an FTE position is filled by one or more temporary employees for more than thirty (30) days, the position may be deemed vacant, and the staffing adjustment may be subtracted from the monthly payment as of the thirtieth day of the vacancy. However, Contractor may request approval in writing from BSO to continue filling an FTE position with a qualified temporary employee beyond the thirty day period. Such approval by BSO shall not be unreasonably withheld, and if granted, the position shall not be considered vacant.
- 2. For other listed positions:
 - a. If a position is vacant for more than thirty (30) days, the staffing adjustment set forth above shall be subtracted from the monthly payment retroactive to the first day of the vacancy.

C. Changes

- 1. The BSO shall give the Contractor thirty (30) days notice of any change in the staffing or mandates or schedule. For any additional personnel requested, the Contractor

shall have a thirty (30) day period following the date of notification during which any penalty or adjustment for the specific non-filled staff position shall not be levied.

XXXVIII. THIRD PARTY REIMBURSEMENT

A. Contractor will seek third party or insurance reimbursement for inmate medical services performed by the Contractor and will agree to equally share with the Broward Sheriff's Office any reimbursement. In the event that third party insurance reimbursement exceeds the catastrophic cost limit, collection of said amount will be shared with Broward County.

XXXIX. ADJUSTMENTS FOR PERFORMANCE LEVEL

A. General

1. Monthly adjustments will also be made for deficiencies in performance based on a penalty for failure to maintain the expected program level, including unfilled positions and unsatisfactory service. Unsatisfactory service is defined as service which consistently does not satisfy the material provisions of this Contract. Compensation shall be adjusted by a flat fee for each day the program level is deficient. No performance level adjustments will be made until written notice has been provided to the Contractor and the Contractor has been given a period of 10 working days to rectify any deficiencies. The procedure for implementing penalties for performance level adjustments for unsatisfactory services will not be initiated until the level of service is unsatisfactory, as determined by the Contract Monitor in consultation with the Director, Assistant Directors, and these services do not meet the minimum level of services as more fully specified herein. Contractor shall be given the opportunity to have its representatives be present during any audit or monitor examinations of records that have financial implications, and to review written specifics without unduly delaying or interfering with the process.

B. Performance Level Penalties Defined

1. Unfilled FTE: (A regularly scheduled on-site FTE which is vacant.)
 - a. Within thirty (30) day notice period
 - i. With coverage - no adjustments
 - ii. Without coverage - Average Compensation per full-time FTE per day for each day without coverage.
 - b. After thirty (30) day notice period
 - i. With coverage - No adjustment
 - ii. Without coverage - \$500 per day.
2. Unsatisfactory Service:
 - a. Within thirty (30) day notice period - No adjustment

- b. After 30 day notice (without correction or if services remain unsatisfactory) - A \$1,000 maximum daily penalty.

3. Performance Requirements:

- a. The following applicable performance requirements will be reviewed on a quarterly basis by the BSO with the exception of paragraphs i, ii, iii and vii, below. Failure of Contractor to comply with any of the following performance requirements will cause a penalty in the amount indicated to be assessed against Contractor, and deducted from the next monthly payment.

- i. Booking medical screenings will be completed as required by the contract.

PENALTY: \$1,000 PER MONTH FOR NON-COMPLIANCE

- ii. Monthly Quality Management Report shall be submitted to the BSO Health Services Administrator by the 10th day of the following month.

PENALTY: \$1,000 PER MONTH FOR NON-COMPLIANCE

- iii. Number of new inmate admission screenings should be 100% compliance of number of inmates admitted.

PENALTY: \$1,000 PER MONTH FOR NON-COMPLIANCE

- iv. Physician orders shall be acknowledged in the medical record and carried out and documented by an appropriately credentialed contract employee.

PENALTY: \$10,000 QUARTERLY FOR NON-COMPLIANCE OF GREATER THAN 10% OF THE SAMPLE.

- v. Telephone and verbal orders by a physician will be countersigned by the physician.

PENALTY: \$10,000 QUARTERLY FOR NON-COMPLIANCE OF GREATER THAN 5% OF SAMPLE.

- vi. Inmates identified at Intake as having been previously under mental health treatment in the past six (6) months, or currently on psychotropic medication, shall be evaluated by a psychiatrist within seventy-two (72) hours.

PENALTY: \$10,000 QUARTERLY FOR NON-COMPLIANCE OF GREATER THAN 5% OF THE SAMPLE.

- vii. History and physical scheduled or completed within fourteen (14) days of admission.

PENALTY: \$1,000 MONTHLY FOR NON-COMPLIANCE OF GREATER THAN 5% OF MONTHLY SAMPLE.

- viii. Contractor's QA criteria fall 20% or more below established threshold for 2 of 3 consecutive months of the quarter as determined by legal counsel.

PENALTY - \$10,000 QUARTERLY FOR 2 OF 3 MONTHS OF QUARTER.

- b. The BSO shall prepare an analysis of all monthly adjustments which identifies each adjustment made, including any performance penalties.
- c. Performance level adjustments, material increases to staffing or other components of the Contract, shall be communicated by formal written notice.
- d. Deductions provided for in this agreement shall not be construed as penalties, but rather are liquidated damages, nor shall the provision of these deductions or the terms of this agreement be construed to limit or otherwise affect the parties remedies for failure of one of the parties to comply with any of the terms of the agreement.

XL. OFF-THE-STREET INJURIES

A. Payment for medical care for "off-the-street injuries" sustained by an individual shall not be the responsibility of Contractor and responsibility shall be in compliance with Section 901.35, Florida Statutes. For purposes of this Agreement, the term "off-the-street injuries" shall mean injuries or illnesses other than minor medical services, as determined by the Contractor, incurred or occasioned by an individual prior to the individual being committed to the custody of the BSO. Contractor will not be responsible for non-minor injuries to any

individuals caused by a municipality during or at the time of the arrest. However, Contractor shall be responsible for follow-up care of an applicable individual suffering from an off-the-street injury after they are officially booked and processed by BSO at any of the facilities.

XLI. INMATES OUTSIDE THE FACILITIES

A. Contractor's health care services are intended only for those inmates who are committed to the custody and control of BSO. This includes inmates under guard in outside hospitals, and inmates sentenced to work release or similar programs who sleep in a BSO facility each night. Such inmates will be included in the daily population count. Inmates on any sort of temporary release or furlough, in-house restriction by any type of electrical or telecommunication device, including, but not limited to, inmates on escape status where such an escape activity has ventured beyond the perimeters of a BSO facility, inmates on pass, parole or supervised custody who do not sleep in the jail at night will not be included in the daily population count. The Contractor will not be responsible with respect to the payment or furnishing of health care services. Inmates in the custody of other police or penal institutions are likewise excluded from the population count and the Contractor is not responsible to furnish or pay for health care services.

XLII. COMPLIANCE WITH AMERICAN MEDICAL ASSOCIATION AND NATIONAL COMMISSION ON CORRECTIONAL HEALTH CARE STANDARDS

A. Contractor will provide health care services which meet or exceed the American Medical Association and National Commission on Correctional Health Care Standards and the Contractor will formally maintain accreditation as required after signing of contract renewal. The Contractor's will maintain accreditation by the National Commission on Correctional Health Care each year throughout the term of the contract. The Contractor will agree to pay the Broward Sheriff's Office a One Hundred Thousand Dollar (\$100,000.00) penalty fee if National Commission accreditation is not maintained for any facility throughout the term of the contract. The Contractor will maintain accreditation under the rules proscribed by NCCHC.

XLIII. COMPLIANCE WITH STATE MINIMUM JAIL STANDARDS AND THE AMERICAN CORRECTIONAL ASSOCIATION

A. Contractor will provide services which comply with the Florida Sheriff's Association/Florida Association of /Counties Model Jail Standards and the American Correctional Association.

XLIV. INVOICING AND OFFICIAL PAYEE

A. The Contractor shall be required to invoice the BSO monthly as outlined in the Compensation Section, and designate an Official Payee and their address.

B. Invoices for compensation for services or expenses will be submitted in detail sufficient to facilitate a proper pre-audit and post-audit thereof.

XLV. ADMINISTRATIVE FUNCTIONS

A. All administrative functions, i.e., support staff, telephone, supplies and word processing shall be provided by the Contractor at its expense.

XLVI. NOTICE AND ADDRESS OF PAYEE

A. Any notices required or permitted hereunder shall be effective on the day on which delivery is made in person with proof of delivery or on the date on which delivery is made to any party at the address set forth below, or at such other address as such party shall specify to the other in notice given hereunder, and, if sent by registered or certified mail, return receipt requested, such notice shall be deemed to have been delivered to the party to whom such notice was addressed on the third business day after the day on which mailed.

Contractor:

President
EMSA Limited Partnership
1200 S. Pine Island Road, Suite 600
Ft. Lauderdale, Florida 33324

BSO:
Sheriff
Public Safety Building
2601 West Broward Boulevard
Ft. Lauderdale, Florida 33312

with copy to:

Director of Corrections and Rehabilitation
Broward County Sheriff's Office
Public Safety Building
2601 West Broward Boulevard
Ft. Lauderdale, Florida 33312

XLVII. ASSIGNMENT

A. Neither party shall assign the Contract, in whole or in part, or any payment arising therefrom without the prior written consent of the other party.

XLVIII. SEVERABILITY

A. The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted.

XLIX. PARTIES BOUND

A. This Agreement shall be binding upon and inure to the benefit of BSO and Contractor and their respective heirs, personal representatives, successors, assigns, or other parties claiming a right to the operation of the facilities.

L. MISCELLANEOUS

A. This Contract contains all the terms and conditions agreed upon by the parties, and may be amended or modified only by the written agreement of both parties.

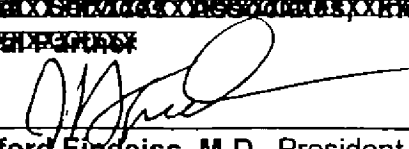
CONTRACTOR:

~~Partnership~~
~~XXXXXXXXXX~~

EMSA LIMITED PARTNERSHIP

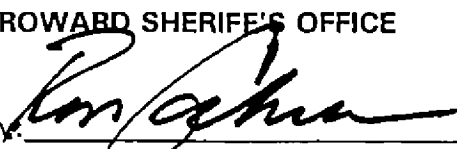
By ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~
~~Paragon Healthcare Limited~~
INPHYNET HOSPITAL SERVICES, INC.

its General Partner, ~~by Emergency~~
~~Medical Services Associates, Inc.~~
~~General Partner~~

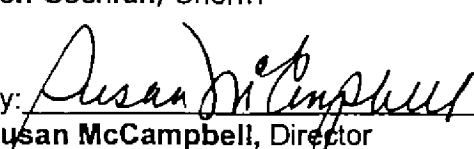
By: 
1.2.8 J. Clifford Findeiss, M.D., President

BSO:

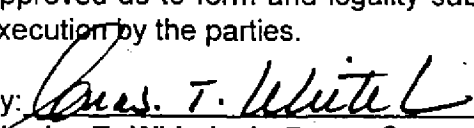
BROWARD SHERIFF'S OFFICE

By: 
Ron Cochran, Sheriff

AND

By: 
Susan McCampbell, Director

Approved as to form and legality subject to execution by the parties.

By: 
Charles T. Whitelock, Esq. 5.12.97
Counsel to the Sheriff

ATTACHMENT A

STAFF POSITION MINIMUM QUALIFICATIONS

This section specifies the minimum qualifications which must be met by persons filling individual positions required by the Institution, whether employee of the contractor or a person providing services as a subcontractor.

TITLE	MINIMUM REQUIREMENTS	PREFERRED EXPERIENCE
Medical Director	1. Licensed to practice medicine in the State of Florida in accordance with Florida Statute 958. 2. Current DEA Registration Number .	1. Correctional Health Care 2. Family Practice 3. Emergency Medicine 4. Management
Physician	1. Licensed to practice family medicine in the State of Florida in accordance with Florida Statute 958. 2. Current DEA Registration Number.	1. Family Practice 2. Emergence Medicine 3. Internal Medicine
Registered Nurse Supervisor	1. Licensure as a registered professional nurse in accordance with Florida Statute 464 or eligible to practice nursing in accordance with Florida Administrative Code 210-8.27 and three years of professional nursing, psychiatric nursing, psychiatric nursing or nursing instruction	1. Two years administrative experience 2. Correctional Nursing

- experience.
2. A bachelor's degree in nursing or nursing education can substitute for one year of the required experience.
 3. A master's degree in nursing, psychiatric nursing or nursing education can substitute for two years of the required experience.

Registered Nurse

1. Licensure as a registered professional nurse in accordance with Florida Statute 464 or eligible to practice nursing in accordance with Florida Administrative Code 210-8.27 and one year of professional nursing experience; or
2. A bachelor's degree from an accredited college or university with a major in nursing and licensure as a registered professional nurse in accordance with Florida Statute 464 or eligible to practice nursing in accordance with Florida Administrative Code 210-8.27.

1. Correctional Nursing

Physician (Psychiatrist)

A current Public Psychiatry Certificate issued by the Florida Board of Medical Examiners pursuant to Florida Statute 458.3165.

Psychologist

1. A doctorate from an accredited college or university in psychology,

one year of supervised
internship experience
in professional psychology,
and two years of
professional experience in
psychology; or

2. Licensure as a Psychologist
in accordance with Florida
Statute 490 and two years of
professional psychology
experience.

Psychological
Specialist

A master's degree from an
accredited college or
university in counseling
or psychology.

Medical Record
Administrator

1. Certification as an
Accredited Record

Technician by the American
Medical Record Association;
or

2. Three years of experience
in compiling, maintaining,
and coding medical records.

1. Familiar with
JCAHO, ACA,
and Department
and Rules.

Paramedic/EMT

Certification as an
Emergency Medical
Technician or Paramedic
in accordance with Florida
Statute 401 and two years
of experience in providing
health support services in
a hospital, clinic,
infirmary, nursing or
convalescent home or ambulance
or rescue service.

LPN

Licensure as a practical nurse in
in accordance with Florida Statute

464 or eligible to practice nursing in accordance with Florida Administrative Code 210-8.22 or 8.27 and two years of experience in providing health support services in a hospital, clinic, infirmary, or nursing or convalescent home.

**Health Services
Administrator**

1. A bachelor's degree from an accredited college or university and two years of professional administrative or consultative experience in hospital, institutional or health care administration.
 2. A master's degree from an accredited college or university with major course of study in hospital or health care administration or business can substitute for one year of the required experience.
1. Correctional Management
 2. MBA or MHA

Nurse Practitioner

Certification as an advanced registered nurse practitioner in accordance with Florida Statute 464.

**Physician's
Assistant**

Certification as a physician's assistant in accordance with Florida Statute 458.

**Registered Nurse
Specialist F/C**

Licensure as a registered professional nurse in accordance with Florida Statute 464 or eligible to practice nursing in accordance with Florida Administrative Code 210-8.27 and three years of professional experience in a specialty field as determined by the employing agency.

POSITION DESCRIPTIONS

ARNP/CLINICAL ASSOCIATES

The incumbent in this position is responsible for conducting physical examinations and providing primary health care services to inmates. The employee in this position spends a minimum of 75% of his/her time performing duties which involve contact with inmates in a correctional institution. Duties may include but will not be limited to the following:

Performs routine physicals for inmates and compiles and evaluates medical histories. Orders appropriate lab tests and prescribed medications as established in physician protocols.

Makes daily rounds to observe and record progress of inmates in confinement. Conducts sick calls, identifies and evaluates illnesses and inquiries and administers treatment in accordance with physician approved protocols.

Coordinates referrals to outside medical facilities. Arranges consultations with institution health care staff as needed.

Provides emergency health care to inmates with life endangering traumatic injuries.

Performs other related duties as assigned.

MEDICAL DIRECTOR

The incumbent is responsible for:

Directing the overall health care program at the institution under the general supervision of the Director.

Perform examinations, make medical diagnoses and prescribe medications and/or treatment on a routine and emergency basis.

Supervise all Health Service staff. Assure a continuing in-service health training program for all staff and health education for inmates.

Periodically review all areas of the Institution to ensure a safe and healthy environment, coordinating the correction of any deficiencies with the Superintendent, local county health facilities and Health Services, as needed.

Supervise the preparation of inmates' medical records.

Investigate cases of contagious diseases and take necessary action to ensure the disease is isolated.

Provide consultative services to other medical staff. Coordinate medical services from specialty areas within the community and medical services from the community hospitals.

Supervise activities of out-patient clinic, record room, medical library, medical laboratory, pharmacy, x-ray, dental clinics, psychiatric service, psychology service and other specialized services.

PHYSICIAN

The incumbent in this position is responsible for providing diagnoses, medical treatment and care of inmate patients. Duties may include but will not be limited to the following:

Performs examinations, makes medical diagnoses and prescribes medications and/or treatment. Supervises nurses and others engaged in inmate patient care in providing prescribed medication and treatment.

Performs physical examinations as prescribed in Department policies for inmate patients. Also conducts pre-employment and periodic physical examinations for certain staff required to have such examinations by law.

Consults with other health services staff to ensure proper health care and treatment is provided to inmate patients.

Investigates cases of contagious disease and takes necessary action to ensure disease is isolated

Initiates, interprets and evaluates diagnostic clinical tests.

Performs other related duties as assigned.

REGISTERED NURSE SUPERVISOR

The incumbent in this position is responsible to the Medical Director in an out-patient clinic for the Inmate Health Care Program and the supervision of all professional and paraprofessional nursing personnel. The employee in this position spends a minimum of 75% of his/her time performing duties which involves contact with inmates in a correctional institution.

Supervise the activities of nurses providing out-patient care on a daily basis. Directs the work of employees to ensure maximum use of time and resources through efficient planning of work loads, work flows, deadlines, work objectives and time utilization with employees. Motivates employees to improve the quality and quantity of work performed.

Supervises and participates in the preparation of plans and reports, teaching elementary and advanced nursing arts including housekeeping, care of patients, charting procedures and administration of medication. Trains employees in methods for performing and effective and efficient job.

Initiates new and revised treatment approaches and incorporates them into nursing practices, developing inter-departmental communication with other treatment teams for continuous service delivery.

Identifies and evaluates illnesses and injuries, participates in conducting nursing practices research to improve the medical treatment rendered to inmates and supervises in teaching nursing practices and methods to professional nursing staff and non-professional medical staff.

Evaluates employees through establishing evaluation criteria and responsibilities and meeting regularly with employees to ensure the pre-established criteria are met.

Performs other related duties as assigned.

REGISTERED NURSE

The incumbent in this position is responsible for performing professional nursing work in the care and treatment of inmate patients. The employee in this position spends a minimum of 75% of his/her time performing duties which involve contact with inmates in a correctional institution.

Participate in the screening of inmates for sick call and perform physical assessments. Provide treatment and administer medications in non-emergency and chronic illnesses per physician protocols or directions. Initiate appropriate treatment and/or medications in emergency situations within the guidelines of physical protocol.

Responsible for complete and accurate documentation in the inmate patient's health care record for care provided.

Coordinate the work of paraprofessional nursing staff with professional nursing functions to insure an efficient working environment

Participate in the maintenance, requisition and record keeping of medications and clinic supplies. Supervise inmate orderlies as needed.

Participate in educational health programs such as diabetic education for inmate patients.

Participate in continuing education and in-service training to maintain professional capability and proficiency.

Perform other related duties as assigned.

PHYSICIAN (PSYCHIATRIST)

Provides diagnostic psychiatric consultation and evaluation of inmates.

Provides psychiatric treatment and follow-up for those inmates in need of psychotropic medication.

Responsible for developing and maintaining the Individual Written Treatment Plan when indicated.

Provides in-patient rounds at Crisis Stabilization Units (CSU) and Transitional Care Units (TCU).

Participates in case conference and staff reviews for inmates at CSU's and TCU's.

Writes discharge summaries for inmates at CSU's and TCU's.

Admits and discharges inmates at CSU's and TCU's.

Performs on-call and weekend rounds responsibilities as required by each institution.

Supervision of out-patient psychiatric nurses.

PSYCHOLOGIST

The incumbent in this position is responsible for the coordination and delivery of psychological services. The employee in this position spends a minimum of 75% of his/her time performing duties which involves contact with inmates in a correctional institution. Duties and responsibilities include but will not be limited to the following:

Responsible for administering, supervising and coordinating the institution's psychological program, to ensure compliance with health care policies and procedures and institution operating procedures.

Conducts counseling or therapeutic interviews to assist individual inmates in gaining insight into personal problems and define goals, as well as plan actions to assist in alleviating stress through increasing awareness of the inmates' interests, abilities and needs. Evaluates data to identify causes of problems and to determine advisability of counseling or referral to other specialists or facilities.

Coordinates and conducts group and individual counseling sessions and prepares notes and reports on progress as it relates to inmates' treatment plans.

Administers and interprets individual intelligence, personality and other psychological tests as appropriate. Interprets test results in light of standard norms and limitations of tests in terms of validity and reliability with regard to certain socio-economic factors.

Participates in diagnostic and other staff meetings for the purpose of treatment planning. Discusses inmates who display behavioral or adjustment problems and makes recommendations to assist in alleviating problems through appropriate clinical treatments.

Consults with medical staff as well as employees in other institutional areas, such as classification, education and recreation, in obtaining information used for assessment and treatment plans as appropriate.

Develops, coordinates and provides in-service training for Psychological Services staff within assigned institution. Participates in training programs as required, by teaching and demonstrating various techniques of counseling which may be used on a daily basis by lay personnel.

Performs other related duties as required.

F

AGREEMENT

Between

BROWARD COUNTY

and

EMSA LIMITED PARTNERSHIP



AGREEMENT

Between

BROWARD COUNTY

and

EMSA LIMITED PARTNERSHIP

This Agreement, entered into this 29th day of April, 1997, by and between BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY";

and

EMSA LIMITED PARTNERSHIP, a limited Florida partnership corporation, its successor and assigns, hereinafter referred to as "EMSA";

WHEREAS, COUNTY and the Broward County Sheriff, as the chief correctional officer of the Broward County jail system, desire to provide reasonably necessary medical care to inmates in Broward County jail and detention facilities; and

WHEREAS, EMSA and RON COCHRAN, as Sheriff of Broward County, (hereinafter referred to as "BSO") entered into a three-year contract on August 6, 1993 (hereinafter referred to as the "1993 BSO Agreement"), which required EMSA to provide medical services to inmates in the Broward County jail system for the period October 1, 1993 through September 30, 1996; and

WHEREAS, Article XXIX of the 1993 BSO Agreement limited the financial responsibility of EMSA and anticipated that EMSA would enter into a contract with COUNTY for reimbursement to EMSA for health care treatment of a single inmate which exceeds the cumulative total of Fifty Thousand Dollars (\$50,000.00); and

WHEREAS, Article XXXIX of the 1993 BSO Agreement requires EMSA to seek third party insurance reimbursement for medical services performed and to share such third party insurance reimbursements it receives with BSO and COUNTY; and

WHEREAS, in December 1996, EMSA and BSO entered into an amendment (hereinafter 1996 amendments) to the parties' 1993 Agreement to extend the term on a month-to-month basis; and

WHEREAS, the 1996 amendment to the 1993 agreement between EMSA and BSO also requires EMSA to enter into a contract with COUNTY to reimburse EMSA for health care treatment of a single inmate which exceeds a cumulative total of Fifty Thousand Dollars (\$50,000.00); NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and EMSA agree as follows:

ARTICLE 1

TERM

- 1.1 This Agreement shall be effective commencing upon the date of its execution by both parties and shall continue to September 30, 1997, unless either party elects to terminate. Any such termination shall be in accordance with the termination provisions of this Agreement. Any other term notwithstanding, this Agreement shall automatically terminate upon any termination or expiration of the 1996 amended agreement between BSO and EMSA which extended the terms of the parties' 1993 agreement on a month-to-month basis.

ARTICLE 2

SCOPE OF SERVICES

- 2.1 EMSA has agreed to provide medical and health care services for inmates at BSO'S detention centers as set forth in its 1996 amended agreement with BSO.
- 2.2 EMSA shall bill and pursue collection of payment and reimbursement from all parties where appropriate including, without limitation, individuals, Medicaid, and insurance companies, for services rendered under this Agreement. Each request by EMSA to COUNTY for reimbursement is deemed to include the express representations by EMSA to COUNTY that no other reimbursement was obtained for the services invoiced and that COUNTY may rely upon such representation. EMSA shall include documentation demonstrating that it pursued the collection of medical charges from third parties in any requests for payment it submits to the COUNTY.

ARTICLE 3

PAYMENT

- 3.1 COUNTY shall reimburse EMSA, in accordance with and subject to the requirements set forth in Article 3 herein, for those qualifying amounts of medical and health care payments it makes for treatment of a single inmate during his or her continuous incarceration in the Broward County jail system which exceeds the cumulative total of Fifty Thousand Dollars (\$50,000.00).
- 3.2 In addition, EMSA may seek reimbursement from COUNTY, in accordance with and subject to the requirements and guidelines set forth in Article 3 herein, for qualifying amounts of medical and health care payments on the attached Exhibit A which exceed the cumulative total of Fifty Thousand Dollars (\$50,000.00) which it made for treatment of a single inmate during his or her continuous incarceration in the Broward County jail system during the period of October 1, 1993 to September 30, 1996. After determining that an item qualifies for reimbursement, in accordance with the requirements and guidelines on the attached Exhibit A, COUNTY shall reimburse EMSA in the appropriate amount. COUNTY shall not be obligated to pay interest on amounts provided for under this provision.
- 3.3 EMSA represents to COUNTY that it has complied with Article XXXIX of its 1993 Agreement with BSO and that it will comply with the 1996 amendment to its 1993 agreement with BSO which provides that EMSA will seek third party insurance reimbursement for medical services provided to BSO'S inmates. EMSA further represents that it has fully complied with its agreement to share equally with BSO any such third party insurance reimbursement it receives. EMSA agrees to seek reimbursement under this Agreement only for those cases for which there is no third party insurance reimbursement and only for those cases which exceed the catastrophic cost limit.
- 3.4 The COUNTY agrees to process for payment the portion of any request, billing or invoice for which there is adequate supporting documentation and further agrees to advise EMSA in writing of the additional required information and documentation. EMSA further agrees that COUNTY has the right to withhold or deny payment if EMSA submits insufficient or incomplete documentation.

ARTICLE 4

METHOD OF PAYMENT

- 4.1 EMSA and COUNTY agree that the guidelines, documentation, and procedures for reimbursement of catastrophic payments set forth on Exhibit A, attached hereto and made a part hereof, shall be fully complied with prior to payment of invoices by COUNTY.
- 4.2 EMSA shall submit monthly billing statements in the form specified in Exhibit B for all qualifying medical and health care services provided during the previous month, unless a written extension has been granted by the COUNTY'S Contract Administrator for this Agreement. The requirement to submit a statement for the previous month's payments shall not apply to amounts to be paid pursuant to Section 3.2 and for amounts to be paid beginning October 1, 1996, to the date of execution of this Agreement. COUNTY agrees to pay EMSA for properly submitted invoices as specified in Exhibit B attached hereto and made a part hereof. Invoices are due on or before the tenth of the following month, beginning on the tenth of the first month following contract execution by COUNTY. EMSA shall be reimbursed on a monthly basis upon complying with the billing requirements of this Agreement. COUNTY shall pay EMSA within thirty (30) calendar days of receipt of EMSA'S properly submitted invoice in accordance with the provisions of the COUNTY'S Prompt Payment Ordinance 89-49. To be deemed proper as defined by the Florida Prompt Payment Act, all invoices must comply with the requirements set forth in this Agreement and must be submitted using the form prescribed by COUNTY in Exhibit B. Invoices or documentation returned to EMSA for corrections shall be cause for delay in reimbursement.
- 4.3 COUNTY shall not be obligated to pay interest on any amounts invoiced to COUNTY prior to the date of the execution of this Agreement by COUNTY.
- 4.4 Monthly invoices submitted by EMSA shall include a certification statement, signed by an authorized person as referenced in Exhibit C, attached hereto and made a part hereof.
- 4.5 Invoices unacceptably submitted within thirty (30) days of the closing date of this Agreement shall not be payable, unless a written extension has been granted by the COUNTY'S Contract Administrator for this Agreement. COUNTY agrees to make payments to EMSA for qualifying services performed prior to the closing date of the Agreement as set forth in the term provisions in Article 1. Invoices and documentation returned to EMSA for corrections shall not be considered as submitted to COUNTY.

In the event of termination of this Agreement for any reason as set forth in the termination provisions in Article 5, COUNTY agrees to make payments to EMSA for qualifying services performed prior to the date of termination of the Agreement. In such event, COUNTY's responsibility for making any such payments will be contingent upon the COUNTY receiving all billing invoices and supporting documentation from EMSA within thirty (30) days of the termination date of the agreement. Invoices and documentation returned to EMSA for corrections shall not be considered as submitted to COUNTY.

- 4.6 EMSA shall provide signature authorization to COUNTY as shown in Exhibits C and D attached hereto and made a part hereof. In the event that it becomes necessary for EMSA to replace signature authorization, EMSA shall submit a certificate from the corporate secretary or a notarized copy of the authorizing resolution as passed by EMSA'S Board of Directors or Trustees to the COUNTY'S Contract Administrator for this Agreement, along with replacement Exhibits C and D.
- 4.7 EMSA shall keep accurate and complete records of any fees collected, reimbursement, or compensation of any kind received from any inmate, Medicaid, or other party for services covered by this Agreement, and shall make all such records available to the COUNTY upon request. EMSA shall deduct such fees, reimbursement, compensation or funding from its invoices.
- 4.8 Payment will be made to EMSA at:

EMSA Limited Partnership
Correctional Care Division
Cornerstone Building, Suite 600
1200 South Pine Island Road
Fort Lauderdale, Florida 33324-4460

Federal ID Number: 65-0070674

ARTICLE 5

TERMINATION OF AGREEMENT

- 5.1 This Agreement may be terminated by COUNTY or EMSA for cause upon verbal notice, confirmed in writing within the seven (7) day period subsequent to the giving of the verbal notice. This Agreement may also be terminated by the COUNTY for convenience upon not less than thirty (30) days' advance written notice thereof, or by the COUNTY upon verbal notice confirmed in writing within the seven (7) day period subsequent to giving of the verbal notice of termination for convenience. In

the event this Agreement is terminated for convenience, EMSA shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified of COUNTY'S election to terminate, EMSA shall refrain from performing further services or incurring additional expenses under the terms of this Agreement unless directed by the Contract Administrator. COUNTY'S obligation to pay for qualifying services rendered prior to the termination date of this Agreement is set forth in Section 4.5 above.

- 5.2 If EMSA fails to provide services or fails to adequately provide services required by this Agreement, or if EMSA fails to perform any of the other provisions of this Agreement, COUNTY, through its Contract Administrator, may immediately terminate this Agreement upon written notice with such termination becoming effective upon delivery of notification.
- 5.3 EMSA acknowledges and agrees that ten (\$10.00) of the compensation has been paid by COUNTY, the adequacy and receipt of which is hereby acknowledged by EMSA, is given as specific consideration to EMSA for COUNTY'S right to terminate this Agreement for convenience.

ARTICLE 6

INSURANCE

- 6.1 EMSA shall maintain in force for the term of this Agreement comprehensive general liability in the minimum amount of three hundred thousand dollars (\$300,000) per occurrence bodily injury and property damage combined single limits. Such policy will be evidenced by Certificate of Insurance which reflects COUNTY as an additional insured and provides thirty (30) days prior written notice of cancellation. Certification also to be evidenced of compliance with Florida Statute 440 (Workers' Compensation Law).

Further, EMSA shall maintain professional liability insurance in the minimum amount of three hundred thousand dollars (\$300,000) each claim.

No invoices shall be paid until the files of COUNTY'S Contract Administrator for this Agreement contain a Certificate or acceptable documentation approved by COUNTY'S Risk Management personnel. A copy of the Certificate of Insurance as approved by the COUNTY'S Risk Management personnel which shall be maintained by EMSA during the term of this Agreement is attached hereto as Exhibit F, and made a part hereof.

- 6.2 If EMSA'S insurance is provided by a municipality and at any time the municipality is unable or unwilling or otherwise ceases to provide insurance to COUNTY for injury, damages, or liability which may arise out of the performance of this Agreement, EMSA shall be responsible for providing sufficient insurance in amounts and under terms required by COUNTY. It shall be the sole discretion of COUNTY what constitutes sufficient insurance. Documentation shall be submitted by EMSA for approval through COUNTY'S Contract Administrator for this Agreement to COUNTY'S Risk Management personnel.

No invoices shall be paid until the files of COUNTY'S Contract Administrator for this Agreement contain documentation approved by COUNTY'S Risk Management personnel.

ARTICLE 7

INDEMNIFICATION

- 7.1 EMSA shall indemnify and save harmless and defend COUNTY, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature, including COUNTY'S attorney's fees and costs, arising out of error, omission, negligent act, conduct or misconduct of EMSA, its agents, servants or employees in the performance of services under this Agreement.
- 7.2 EMSA further agrees to indemnify, save harmless and defend COUNTY, its agent, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature, including COUNTY'S attorney's fees and costs, arising out of any conduct or any misconduct of EMSA not included in Paragraph 7.1 above, and for which the COUNTY, its agents, servants or employees are alleged to be liable.
- 7.3 EMSA'S obligation to defend COUNTY in Article 7 herein includes the option of the COUNTY to select the attorney(s) of its choice to defend COUNTY, subject to acceptance by EMSA, which acceptance shall not be unreasonably withheld.
- 7.4 The parties agree that the indemnification obligations set forth in Article 7 herein shall survive the expiration or termination of this Agreement.

ARTICLE 8

MISCELLANEOUS

8.1 OWNERSHIP OF DOCUMENTS

Any and all reports, photographs, surveys and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents, whether finished or unfinished, prepared by CONSULTANT shall become the property of COUNTY and shall be delivered by CONSULTANT to the Contract Administrator.

8.2 AUDIT RIGHT AND RETENTION OF RECORDS

EMSA and COUNTY agree that COUNTY has the right to audit, including conduct financial audits, of all invoices, bills, and payments received both before payment and after payment. If overpayment is identified, EMSA shall reimburse COUNTY for all amounts of the overpayment made to EMSA by COUNTY.

EMSA shall preserve and make available all financial records and financial audits, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement; or, if an audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit findings. EMSA will cooperate with the COUNTY to facilitate the duplication and transfer of any said records or documents during the required retention period.

To make all records pertaining to reimbursements requested subject at all times to inspection, review and/or audit by COUNTY, provided Federal and State laws or regulations and applicable professional standards of ethics requiring confidentiality are not violated.

That "records pertaining to reimbursements requested" as referenced in the foregoing section shall include but not be limited to: client files; case and/or progress notes; individual treatment plans; individual case management plans; residential occupancy logs; admission/discharge logs; telephone logs; service delivery records including treatment schedules; purchase records; accounting records; professional credentials; consumer satisfaction surveys; internal evaluation procedures; agency and project records of goals and objectives and attainment/accomplishment.

8.3 ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered without the written consent of the other party.

8.4 EQUAL OPPORTUNITY FOR EMPLOYMENT OR SERVICES

EMSA shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability. EMSA shall take affirmative action to insure applicants are employed and employees treated during employment without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training, including apprenticeship, accessibility, reasonable accommodation or other considerations arising from Title VII of the Civil Rights Act of 1964, as amended; or the Americans With Disabilities Act of 1990.

EMSA'S decisions regarding client eligibility shall be made without regard to, or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability or other factor which cannot be lawfully or appropriately used as basis for service delivery, as specified under Title VI of the Civil Rights Act of 1964, as amended; or the Americans With Disabilities Act of 1990.

EMSA shall comply with Title I and Title II of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and in state and local government services, in the course of providing any services funded in whole or in part by Broward County.

EMSA agrees to furnish COUNTY with a copy of its Equal Employment Opportunity Policy, including its affirmative action plan/procedures, to be submitted with the first invoice. Such documents must be forwarded through COUNTY'S Contract Administrator for this Agreement to the Director of the Office of Equal Opportunity. EMSA agrees to comply with all federal, state, and local laws and ordinances applicable to its work, the services provided or to be provided hereunder or payment for work or services thereof.

8.5 INDEPENDENT CONTRACTOR

EMSA is an independent contractor under this Agreement. Services provided by EMSA shall be by employees of EMSA and subject to supervision by EMSA, and not as officers, employees, or agents of Broward County. Employee compensation,

personnel policies, tax responsibilities, Social Security and health insurance, employee benefits, travel, per diem policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of EMSA.

8.6 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States mail, with return receipt requested, or by hand-delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR COUNTY:

Director
Health Care Management Division
101 Northeast 3 Avenue, 4th Floor
Fort Lauderdale, Florida 33301

FOR EMSA:

EMSA Limited Partnership
Correctional Care Division
Cornerstone Building, Suite 600
1200 S. Pine Island Road
Fort Lauderdale, Florida 33324

8.7 PUBLIC ENTITY CRIMES ACT

EMSA represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other EMSA and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to the county, may not submit a bid on a contract with the County for the construction or repair of a public building or public work, may not submit bids on leases of real property to the County, may not be awarded or perform work as a contractor supplier, subcontractor, or consultant under a contract with the County, and may not transact any business with the County in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases (\$10,000) for a period of 36 months from the date of being placed on the convicted vendor list.

Violation of this section shall result in cancellation of this contract and recovery of all monies paid hereto, and may result in debarment from the County's competitive procurement activities.

8.8 DRUG-FREE WORKPLACE

EMSA certifies that, by means of Exhibit E, attached hereto and made a part hereof, that it will provide a drug-free workplace program, pursuant to Section 112.0455, Florida Statutes, and will continue to make a good faith effort to maintain a drug-free workplace program during implementation of this Agreement.

8.9 WAIVER OF BREACH

Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

8.10 NO CONFLICTS

EMSA agrees that none of its employees shall, during the term of this Agreement, voluntarily serve as an adverse or hostile witness against COUNTY in any legal or administrative proceeding, nor shall such persons voluntarily give sworn testimony or issue a report or writing, as an expression of his or her opinion, which is adverse or prejudicial to the interests of COUNTY in any pending or threatened legal or administrative proceeding. The limitations of this section shall not apply to those cases where an employee of EMSA is subpoenaed to testify in a legal or administrative proceeding where said employee is not serving as a paid witness against the COUNTY. Further, the limitations of this section shall not preclude such persons from representing themselves as a Defendant in any action or in any administrative or legal proceeding regarding this Agreement.

8.11 APPLICABLE LAW AND VENUE

This Agreement shall be governed, construed, and controlled according to the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Court in and for Broward County, Florida.

8.12 PRIOR AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; the parties agree that there are no commitments, agreements or

understandings concerning the subject matter of this Agreement that is not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

8.13 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document of the same formality and of equal dignity herewith and executed by the Board.

8.14 PRIORITY OF PROVISIONS

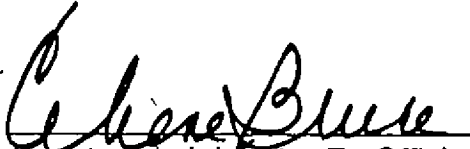
If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 of this Agreement shall prevail and be given effect.

(The remainder of this page intentionally left blank).

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through the Chair or Vice Chair, authorized to execute same by Board action on the 29th day of April, 1997, and EMSA LIMITED PARTNERSHIP, signing by and through its President, duly authorized to execute same.

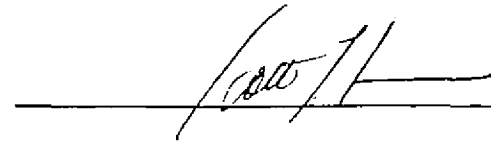
COUNTY

ATTEST:


County Administrator Ex-Officio
Clerk of the Board of County
Commissioners, Broward County,
Florida



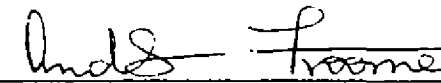
BROWARD COUNTY, through its BOARD OF
COUNTY COMMISSIONERS


Chair

13th day of May, 1997.

Approved as to form by Office of County Attorney
Broward County, Florida

JOHN J. COPELAN, JR., County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By 
Andrea S. Froome
Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND EMSA LIMITED PARTNERSHIP
RELATING TO CATASTROPHIC PAYMENTS.

EMSA

ATTEST:

EMSA LIMITED PARTNERSHIP:

Dan C. Lee
Secretary

By J. Clifford Findeiss
J. Clifford Findeiss, President
InPhyNet Hospital Services, Inc.,
as General Partner

(CORPORATE SEAL)

7th day of May, 1997.

ASF/LEL:smc
04/28/97
emsa.a01
96-025, 96-044, 96-070

EXHIBIT A

GUIDELINES, DOCUMENTATION AND PROCEDURES REQUIRED FOR REIMBURSEMENT OF CATASTROPHIC PAYMENTS

I. GUIDELINES AND DOCUMENTATION REQUIRED FOR REIMBURSEMENT:

EMSA agrees to adhere to the following guidelines in requesting catastrophic health care reimbursement from COUNTY which are as follows:

- a) Claims submitted must comply with each arrest report giving rise to the provision of services in order for COUNTY to verify and approve the dates that qualifying services were provided to the individual. If requested, EMSA shall provide a copy of the relevant arrest report to COUNTY.
- b) Copies of applications or claim forms submitted for third party reimbursement and copies of third party payments made and copies of all final dispositions.
- c) Copies of all pages comprising the complete invoice. A summary sheet will not be deemed acceptable.
- d) Copies of all signed, executed and notarized affidavits showing compliance with all state statutes and county resolutions and ordinances.
- e) Explanations for all charges or expenses that are exceptionally large or having special circumstances over and above the ordinary circumstances.

For example, charges on a hospital bill prior to admission or after discharge date, procedures not typically associated with a particular diagnosis long term inpatient care or such types of circumstances. In such unusual cases, the COUNTY may request a copy of the medical report in unusual cases.

- f) Copies of any and all documentation to indicate denial of funding for Medicare or insurance coverage based on a particular diagnosis.
- g) Copies of invoices to support reimbursement requests and health insurance claim forms. Copies of checks or logs will not be deemed acceptable.

II. PROCEDURES FOR REIMBURSEMENT OF CATASTROPHIC PAYMENTS:

- A. EMSA agrees to provide verbal notification, followed by written notification within three (3) business days, to both COUNTY and BSO when a patient approaches the amount of Forty-Five Thousand Dollars (\$45,000) near the catastrophic limit which is Fifty Thousand Dollars (\$50,000). Said notification will include a statement as to the nature of the illness(es) and the progression of the condition of the patient.
- B. EMSA agrees to work with both COUNTY and BSO and the appropriate judicial agency to identify the most cost-effective health care EMSA for individuals approaching the catastrophic limit.
- C. EMSA and COUNTY agree that catastrophic payments to be made to EMSA by COUNTY will be calculated for separate illness(es) and separate incarcerations.
- D. EMSA'S agreement with BSO provides that in the event the third party insurance reimbursement exceeds the catastrophic cost limit, the collection of said amount will be shared with COUNTY. EMSA agrees that it will pursue collection of third party insurance reimbursement which exceeds the catastrophic cost limit. All amounts collected by EMSA shall be shared equally with the COUNTY. EMSA'S agreement with BSO, or its addendum to its agreement with BSO, or EMSA'S documentation to BSO shall contain the following requirements:
 - a) EMSA shall provide completed legible invoices and appropriate supporting documentation to BSO and shall further require BSO to conduct its investigation and determination within thirty (30) days of receipt;
 - b) EMSA shall require BSO to insure that the individual was incarcerated when the services were provided. It shall further require BSO to insure that the Fifty Thousand Dollars (\$50,000) limit for catastrophic payment required by COUNTY was reached for payment. In the event that BSO finds that there is a problem with the documentation or that the documentation is insufficient to support the catastrophic payment, EMSA and BSO shall both attempt to resolve the problem prior to BSO forwarding the invoice to the COUNTY for payment.
 - c) EMSA shall require that after BSO determines that the catastrophic limit of \$50,000 has been reached and that all third party reimbursement options were explored, thereby requiring payment by COUNTY, the authorized signatory for payment of invoices for BSO shall sign at an approval space for BSO and insert the date of its

approval of the invoice which is being submitted to COUNTY for processing of payment to EMSA.

- d) EMSA shall require that after BSO executes its approval and inserts the date as set forth in paragraph (c) above, BSO shall forward the approved invoices and supporting documentation to the COUNTY'S agency responsible for payment which is the COUNTY'S Contract Administrator, the Director of Health Care Management Division, located at 101 Northeast 3 Avenue, 4th Floor, Fort Lauderdale, Florida 33301.

III. Upon receipt of the invoices, the COUNTY'S Contract Administrator, or its designee, review of the documentation for processing of the invoices shall include the following:

- 1) Insure that all supporting documentation is included to support payment;
- 2) Review, evaluate and calculate the amounts on the invoices;
- 3) Determine that the dates the services were rendered correspond to the dates of incarceration;
- 4) The COUNTY may review case files, cases and request that EMSA provide copies of the medical charts for the Individual served;
- 5) COUNTY shall confirm and determine that all third party reimbursement options were explored by EMSA and BSO based on documentation provided to the COUNTY by EMSA.

IV. Within thirty (30) days of COUNTY'S receipt of the invoice from BSO, COUNTY will either forward payment to EMSA; forward a notice of deficiencies due to insufficient supporting documentation; and/or request for further information or documentation; and/or denies the request for payment.

V. EMSA and COUNTY agree that COUNTY has the sole and exclusive right to determine and decide the adequacy of the supporting documentation submitted for reimbursement.

EXHIBIT B
BILLING INVOICE

DATE: _____

INVOICE NO. _____

VENDOR'S FULL NAME: _____

VENDOR'S ADDRESS: _____

VENDOR'S FEDERAL TAX I.D. NO.: _____

TOTAL AMOUNT DUE: \$ _____

PATIENT'S NAME: _____

DATE OF ARREST: _____

NAME OF SERVICE FACILITY: _____

ADDRESS OF SERVICE FACILITY: _____

SERVICES PROVIDED

SERVICES PROVIDED

FROM: _____ TO: _____

TOTAL AMOUNT OF DAYS: _____

TOTAL AMOUNT FOR SERVICE PROVIDED: _____

TOTAL AMOUNT PAID BY BSO: _____

TOTAL AMOUNT PAID BY THIRD PARTY: _____

TOTAL AMOUNT DUE FROM COUNTY: _____

By _____
Authorized Invoice Signatory for EMSA

Total Amount of _____ due from County approved by BSO on the _____ day
of _____, 199_____.

BY _____
Authorized Invoice Signatory for BSO

EXHIBIT C

AUTHORIZED INVOICE SIGNATURES

EMSA LIMITED PARTNERSHIP, through the Board of Directors of its General Partner by Unanimous Written Consent, duly recorded in the minutes thereof, or as seen from the Certificate of Corporate Secretary dated May 7, 1997, which is being simultaneously provided to Broward County, did authorize _____

Marta Prado, Vice President and _____
Name & Title (Typewritten)
Robert A. Castille, Administrator to sign monthly
Name & Title (Typewritten)

invoices and certification statements as required by the contract for the term effective on October 1, 1996, between Broward County and, appearing below are samples of signatures authorized by the Board of Directors or authorized as seen from the Certificate of Corporate Secretary for Secretary for InPhyNet Hospital Services, Inc. as General Partner of EMSA LIMITED PARTNERSHIP as required by COUNTY.

Marta Prado
Signature

ROBERT A. CASTILLE
Signature

ROBERT A. CASTILLE
Signature

Witness Signatures

Day C. Lee
Secretary, Board of Directors

Name ROBERT A. CASTILLE
(Print or Type)

Date MAY 7TH 1997

Signature Sandra Simpson

(CORPORATE SEAL)

Name SANDRA SIMPSON
(Print or Type)

Date 5/7/97

EXHIBIT D

CERTIFICATION OF EMPOWERMENT

I, Marta Prado, Vice President, hereby certify that:
(Typewritten) Name and Office

1. I am duly authorized to sign this Agreement between Broward County and

EMSA LIMITED PARTNERSHIP, by Unanimous Written Consent of the Board of Directors of InPhyNet Hospital Services, Inc., its General Partner, taking place on May 7, 1997, or by Certificate of Corporate Secretary
(Date of Board's Resolution)

dated May 7, 1997

2. My signature on this Agreement on behalf of the agency binds it to the Term and Scope of Services and all other conditions appearing in this Agreement.

3. All information supplied by the agency appearing in this Agreement or used in its development is accurate and true and I acknowledge that failure to supply accurate, truthful information may result in termination of the Agreement.

Signature Marta Prado

Name Marta Prado
(Print or Type)

Title Vice President
(Print or Type)

Date: May 7, 1997

(CORPORATE SEAL)

Witness Signatures

Signature ROBERT A. ASTILL

Name ROBERT A. ASTILL
(Print or Type)

Date MAY 7, 1997

Signature Sandra Simpson

Name SANDRA SIMPSON
(Print or Type)

Date MAY 7, 1997

EXHIBIT E

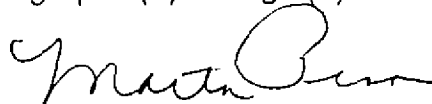
DRUG FREE WORKPLACE CERTIFICATION

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The offeror's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- (5) Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

EXHIBIT E - Page 2

- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).



(EMSA Signature)

MARTA PRADO

(Print EMSA Name)

STATE OF FLORIDA

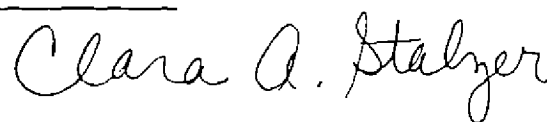
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 7th
day of May, 1997, by Marta Prado
(name of person whose signature is being notarized)

as Vice President of EMSA LIMITED PARTNERSHIP
(title) (name of corporation/company)

known to me to be the person described herein, or who produced (Personally Known)
as identification, and who did/did not take (type of identification) an oath.

My commission expires: Sept. 17, 2000





Clara A. Stalzer
My Commission CC585776
Expires Sep. 17, 2000

EXHIBIT "F"

(CERTIFICATE OF INSURANCE SHALL BE ATTACHED HERETO)

ACORD CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YY)
4/08/97PRODUCER
Sedgwick of FL, Inc.
Suite 2400
One Financial Plaza
Ft. Lauderdale, FL 33394

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY
A St Paul Fire & Marine Ins
COMPANY
B
COMPANY
C
COMPANY
DINSURED
InPhyNet Medical Mgmt., Inc.
1200 S. Pine Island Road
Suite 500
Ft. Lauderdale FL 33324

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY CLAIMS MADE ☒ OCCUR OWNERS & CONTRACTORS PROT	FK06804653	12/14/96	12/14/97	GENERAL AGGREGATE \$ 300000 PRODUCTS - COMP/OP AGG \$ 300000 PERSONAL & ADV INJURY \$ 300000 EACH OCCURRENCE \$ 300000 FIRE DAMAGE (Any one fire) \$ 100000 MED EXP (Any one person) \$ 5000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY ☒ UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: ☐ INCL ☐ EXCL OTHER				WC STATUTORY LIMITS ☐ OTHER \$ EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$

Approved by [Signature]

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER IS ADDITIONAL INSURED.

CERTIFICATE HOLDER

BROWARD COUNTY/BOARD OF
COUNTY COMMISSIONERS
115 SOUTH ANDREWS AVE #423
FT. LAUDERDALE, FL 33301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Grace K. Clark

PRODUCER

WILLIAM J. REESE, JR.. INDIVIDUAL
C/O HEALTHCARE INSURANCE AGENCY, INC.
820 GESSNER, SUITE 1000
HOUSTON, TEXAS 77024

INSURED

INPHYNET MEDICAL MANAGEMENT, INC.
1200 S. PINE ISLAND, RD, #600
FT. LAUDERDALE, FL 33324-4460

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY
A LEGION INSURANCE COMPANY

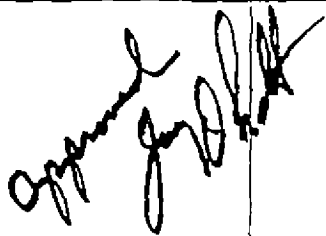
COMPANY
B

COMPANY
C

COMPANY
D

COVERAGES:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNER/EXECUTIVE OFFICERS ARE:	WC1-1-0131781	08/01/96	08/01/97	☒ WC STATE- TORY LIMITS ☐ OTH- ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES/SPECIAL ITEMS

BROWARD COUNTY SHERIFF'S OFFICE IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS THEIR AGREEMENT WITH THE NAMED INSURED.

BROWARD COUNTY BOARD OF COMMISSIONERS
BROWARD COUNTY, FL

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

CIVIL COVER SHEET

60-7545

CIV-ZLOCH

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

RICHARD COTTONE, as Personal Representative of the Estate of PETER ANTHONY COTTONE, JR., and PETER COTTONE, SR.

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF
(EXCEPT IN U.S. PLAINTIFF CASES)

A-NORTH 7545-ZLOCH/BSS

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)
HEYER & ASSOCIATES, P.A. 954-522-4922
1311 SE 4 Avenue
Fort Lauderdale, FL 33316

DEFENDANTS

KENNETH C. JENNE, II; PATRICK TIGHE; JOHN DOES, etc., et al.

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT BROWARD

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

ATTORNEYS (IF KNOWN)
Unknown MAGISTRATE JUDGE
SULTZER

(d) CIRCLE COUNTY WHERE ACTION AROSE: DADE, MONROE, BROWARD, PALM BEACH, MARTIN, ST. LUCIE, INDIAN RIVER, OKEECHOBEE, HIGHLANDS

II. BASIS OF JURISDICTION

(PLACE AN "X" IN ONE BOX ONLY)

- ☐ 1 U.S. Government Plaintiff
☒ 3 Federal Question (U.S. Government Not a Party)
☐ 2 U.S. Government Defendant
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES

(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated or Principal Place of Business in This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated and Principal Place of Business in Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. ORIGIN

(PLACE AN "X" IN ONE BOX ONLY)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from another district (specify)
☐ 6 Multidistrict Litigation

V. NATURE OF SUIT

(PLACE AN "X" IN ONE BOX ONLY)

A CONTRACT	A TORTS	FORFEITURE/PENALTY	A BANKRUPTCY	A OTHER STATUTES
☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery of Overpayment & Enforcement of Judgment ☐ 151 Medicare Act ☒ 152 Recovery of Defaulted Student Loans, Excl. Veterans ☐ 153 Recovery of Overpayment of Veterans Benefits ☐ 160 Stockholders' Suits ☐ 190 Other Contract ☐ 195 Contract Product Liability	PERSONAL INJURY ☐ 310 Airplane ☐ 315 Airplane Product Liability ☐ 320 Assault, Libel & Slander ☐ 330 Federal Employers Liability ☐ 340 Marine ☐ 345 Marine Product Liability ☐ 350 Motor Vehicle ☐ 355 Motor Vehicle Product Liability ☐ 360 Other Personal Injury PERSONAL INJURY ☐ 362 Personal Injury - Med. Malpractice ☐ 365 Personal Injury Product Liability ☐ 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY ☐ 370 Other Fraud ☐ 371 Truth in Lending ☐ 380 Other Personal Property Damage ☐ 385 Property Damage Product Liability	☐ B 610 Agriculture ☐ B 620 Other Food & Drug ☐ B 625 Drug Related Seizure of Property 21 USC 8A1 ☐ B 630 Liquor Laws ☐ B 640 R.R. & Truck ☐ B 650 Airline Regs. ☐ B 660 Occupational Safety Health ☐ B 690 Other	☐ 422 Appeal 28 USC 155 ☐ 423 Withdrawal 28 USC 157 A PROPERTY RIGHTS ☐ 820 Copyrights ☐ 830 Patent ☐ 840 Trademark B SOCIAL SECURITY ☐ 861 HIA 109FH ☐ 862 Black Lung Act ☐ 863 DIWC, DWW, ADW ☐ 864 SSID Title XVI ☐ 865 RSD ADW	☐ 400 State Reapportionment ☐ 410 Antitrust ☐ 430 Banks and Banking ☐ 450 Commerce/ICC Rates/etc ☐ 460 Deposition ☐ 470 Racketeer Influenced and Corrupt Organizations ☐ 610 Selective Service ☐ 850 Securities "Commodities" Exchange ☐ 875 Customer Challenge 12 USC 3410 ☐ 891 Agricultural Acts ☐ 892 Economic Stabilization Act ☐ 893 Environmental Matters ☐ 894 Energy Allocation Act ☐ 895 Freedom of Information Act ☐ 900 Appeal after Determination under Equal Access to Justice ☐ 950 Constitutionality of State Statutes ☐ 890 Other Statutory Actions A OR B
A REAL PROPERTY ☐ 210 Land Condemnation ☒ 220 Foreclosure ☐ 230 Rent Lease & Ejectment ☐ 240 Torts to Land ☐ 245 Tort Product Liability ☐ 290 All Other Real Property	A CIVIL RIGHTS ☐ 441 Voting ☐ 442 Employment ☐ 443 Housing Accommodations ☐ 444 Welfare ☒ 440 Other Civil Rights PRISONER PETITIONS ☐ B 510 Motions to vacate Sentence ☐ B 530 Habeas Corpus: General ☐ A 535 Death Penalty ☐ B 540 Mandamus & Other ☐ B 550 Civil Rights ☐ B 555 Prison Condition	☐ 710 Fair Labor Standards Act ☐ 720 Labor Union Relations ☐ 730 Labor Union Reporting & Disclosure Act ☐ 740 Railway Labor Act ☐ 790 Other Labor Litigation ☐ A 791 Empl. Ret. Inc. Security Act	FEDERAL TAX SUITS ☐ 870 Taxes (U.S. Plaintiff or Defendant) ☐ A 871 IRS vs. Third Party 26 USC 7609	

VI. CAUSE OF ACTION

(NOTE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY.)

42 U.S.C. ss 1983

LENGTH OF TRIAL

via 7 days estimated (for both sides to try entire case)

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION
☐ UNDER FRCP 23

DEMAND \$

None specified

CHECK YES only if demanded in complaint

JURY DEMAND: ☒ YES ☐ NO

VIII. RELATED CASE(S) (See instructions): IF ANY

JUDGE

DOCKET NUMBER

DATE

October 4, 2000

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT: 530725 AMOUNT: 150.00 APPLYING IFP: JUDGE: MAG: JUDGE: