

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 20-34**

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DEPUTY CLERK: LANDRY LUXON
COUNTY: MADISON COUNTY
BOOK: RES2 PAGES: 100 - 103

**A RESOLUTION FOR AMENDMENT #4 TO HEALTH SERVICES
AGREEMENT BETWEEN MADISON COUNTY, KENTUCKY (HEREINAFTER
REFERRED TO AS "COUNTY") AND SOUTHERN HEALTH PARTNERS, INC,
A DELAWARE CORPORATION (HEREINAFTER REFERRED TO AS "SHP")**

WHEREAS, County and SHP desire to amend the Health Services Agreement dated October 20, 2014 between County and SHP; and

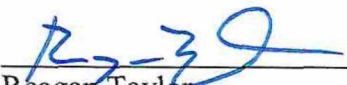
WHEREAS, SHP shall provide a psychiatric registered nurse at 8 hours per week effective May 15, 2020.

NOW THEREFORE, in consideration of the covenants and promises hereinafter made, the County agrees to Amendment #4 to Health Services Agreement, which is attached hereto this Resolution.

NOW, THEREFORE, BE IT RESOLVED this 14th day of April 2020, Amendment #4 to Health Services Agreement between Madison County, Kentucky (hereinafter referred to as "County") and Southern Health Partners, Inc, a Delaware Corporation (hereinafter referred to as "SHP") shall be approved by the Madison County Fiscal Court.

Motion made by John Tudor, **seconded by** Tom Botkin.

Vote:	Yes	No
Judge Reagan Taylor	<u>X</u>	_____
Magistrate Larry Combs	<u>X</u>	_____
Magistrate John Tudor	<u>X</u>	_____
Magistrate Roger Barger	<u>X</u>	_____
Magistrate Tom Botkin	<u>X</u>	_____


Reagan Taylor
Madison County Judge Executive

Attest:


Kenny Barger
Madison County Clerk

AMENDMENT #4
TO
HEALTH SERVICES AGREEMENT

This AMENDMENT #4, to Health Services Agreement dated October 20, 2014, between Madison County, Kentucky (hereinafter referred to as "County", and Southern Health Partners, Inc., a Delaware Corporation, (hereinafter referred to as "SHP"), is entered into as of the _____ day of _____, 2020.

WITNESSETH:

WHEREAS, County and SHP desire to amend the Health Services Agreement dated October 20, 2014, between County and SHP.

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

Section 2.1 is hereby replaced in its entirety by the following:

2.1 Staffing. County acknowledges that, effective May 15, 2020, SHP shall provide an on-site staffing plan consisting of one hundred and thirty-two (132) hours per week, according to an average schedule of twelve (12) hours per day, seven (7) days per week with additional weekday coverage of forty (40 hours) per week and a psychiatric registered nurse at 8 hours per week. Staffing hours worked in excess of this contracted staffing plan, not to include SHP training hours, may be billed back to the County on a monthly basis, at the actual wage and benefit rate, for staffing services performed on-site at the facility.

- a. Holidays. SHP reserves the right to make adjustments to the regular staffing schedule for limited/flexible coverage on SHP-designated holidays.
- b. Other Absences. For all other absences, including but not limited to, paid time off, vacation, and sick time, SHP will endeavor to provide replacement coverage, and if it is unable to do so, SHP and County will negotiate a mutually agreeable remedy.
- c. Medication Passes. SHP's staffing plan will allow for SHP nurses, when on-site, to prepare and pass all inmate medications. Jail staff shall be responsible for passing all inmate medications in the absence of an SHP nurse on-site.

It is understood the Professional Provider may be filled by a Physician, or Mid-Level Practitioner. Either will be duly licensed to practice medicine in the Commonwealth of Kentucky, and will be available to our nursing staff for resource, consultation and direction twenty-four (24) hours per day, seven (7) days per week.

The scheduling of staff shifts may be flexible and adjusted by SHP in order to maintain stability of the program and consistency with staff. Any adjustments or changes to fixed schedules would be made after discussions with the Jailer and other involved County officials. Professional Provider visit times and dates will be coordinated with Jail Management, and may include the use of telehealth services. Some of the Professional Provider time may be used for phone consults with medical staff and for other administrative duties.

SHP shall make reasonable efforts to supply the staffing levels contained in this section, however, failure to continuously supply all of the required staffing due to labor market demands or other factors outside the control of SHP, after such reasonable efforts have been made, shall not constitute a breach of this Agreement.

Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased inmate population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be waived as agreed to by County and SHP.

Should medical services fall behind due to situations outside of SHP control, such as those described in Section 4.3, below, and additional hours and/or SHP staff are required to bring services current, the County shall be billed and agrees to pay for the additional time incurred by SHP to bring services current.

Section 4.3 is hereby replaced in its entirety with a new provision which shall read as follows:

4.3 Officer Staffing Levels. It is understood SHP medical staff are given clearance to work and perform medical functions within the Jail. Should staffing levels of the correctional staff fall below an acceptable standard causing the SHP medical staff to be unable to complete such services in a timely manner, the County shall be responsible for the consequences of the same, for any resulting noncompliance with County, State, or Federal entity requirements or regulations, including, but not limited to, any resulting failed inspection and/or audit by County, State or Federal entity. SHP medical staff shall document and report such issues of backlogs created by inadequate officer staffing levels to the Jailer. The County shall, upon notification by SHP, exercise every effort to bring officer staffing levels back up to standard within a reasonable period of time.

Section 6.1 is hereby replaced in its entirety by the following:

6.1 Term. The initial period of this Agreement shall commence on November 1, 2014. The term of this Agreement shall end on June 30, 2020, and thereafter shall be automatically extended for additional one-year terms, subject to County funding availability, unless either party provides written notice to the other of its intent to terminate, or non-renew, in accordance with the provisions of Section No. 6.2 of this Agreement.

Section 7.1 is hereby replaced in its entirety by the following:

7.1 Base Compensation. Effective May 15, 2020, County will compensate SHP based on the twelve-month annualized base price of \$384,784.56 during the term of this Agreement, payable in monthly installments. Monthly installments based on the twelve-month annualized base price of \$384,784.56 will be in the amount of \$32,065.38 each. SHP will bill County approximately thirty days prior to the month in which services are to be rendered. County agrees to pay SHP prior to the tenth day of the month in which services are rendered. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to SHP will be prorated accordingly for the shortened month.

Section 9.16 is hereby inserted with a new provision as follows:

9.16 Non-solicitation. SHP takes pride in its staff and has a significant investment in the training and professional development of our employees and independent contractors; they are valued members of our business. As such, during the term of this Agreement or within one (1) year

after this Agreement's termination, the County and its agents agree not to solicit any employee or independent contractor of SHP on behalf of the County or any other business enterprise, nor to induce any employee or independent contractor associated with SHP to terminate or breach an employment, contractual or other relationship with the SHP. The County hereby acknowledges (1) that SHP will suffer irreparable harm if the obligations under this Agreement are breached; and, (2) the County agrees to pay a professional replacement fee of Seven Thousand Five Hundred Dollars (\$7,500.00) per employee or independent contractor to compensate SHP for the estimated cost of replacing said employee or independent contractor. The foregoing shall not apply to any SHP employee or independent contractor who may have been employed by the County directly prior to this agreement start date.

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

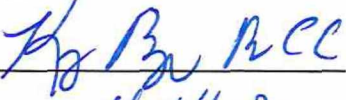
MADISON COUNTY, KY

BY:



Date: 4-14-2020

ATTEST:


Date: 4-14-20

SOUTHERN HEALTH PARTNERS, INC.

BY:

Jennifer Hairsine, President and Chief Executive Officer

Date: _____