

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 2022-40**

**A RESOLUTION FOR THE MADISON COUNTY FISCAL COURT TO
APPROVE A CONTRACTUAL MEDICAL SERVICES AGREEMENT
BETWEEN THE MADISON COUNTY DETENTION CENTER AND
WEST KENTUCKY CORRECTIONAL HEALTHCARE, LLC**

WHEREAS, the Madison County Detention Center (hereinafter referred to as “Jail”) and West Kentucky Correctional Healthcare, LLC (hereinafter referred to as “WKCH”) desire to enter into a Contractual Medical Services Agreement; and

WHEREAS, WKCH agrees to provide quality healthcare services and provide cost-effective medically necessary services to maintain a level of quality in accordance with the current standards established by KY Jail Health Standards; and

WHEREAS, the healthcare services provided by WKCH shall be by professionally licensed or certified staff within their practice to perform various functions needed to provide quality healthcare to Jail’s inmates and in the manner with full reporting and accountability to the Jailer; and

WHEREAS, WKCH shall implement a written healthcare plan with clear objectives, policies, staffing plans, and procedures; and

WHEREAS, WKCH shall maintain an open and cooperative relationship with the administration and staff of the Jail. WKCH shall provide training each calendar quarter for the Jail staff covering topics reasonably requested by the Jailer, coordinated in a manner and at times as determined between WKCH and the Jailer; and

WHEREAS, WKCH shall operate and ensure the operation of the healthcare program in a humane manner with respect to the inmates’ rights to basic healthcare services; and

WHEREAS, WKCH will bill the Madison County Detention Center in monthly increments thirty (30) days prior to services rendered; and

WHEREAS, WKCH shall prepare and provide to the Jail a monthly report that accounts for all costs associated with inmate care provided by WKCH pursuant to this Agreement; and

WHEREAS, the term of this contract shall be one (1) year, commencing on April 1, 2022 and ending March 31, 2023, subject to the provisions of Section IV(1) and (2) of this Agreement; which is attached hereto this Resolution; and

WHEREAS, if both parties agree to renew or extend this Agreement at the end of the term, and to continue under the same terms and conditions of this Agreement, the base contract amount and the Cost Pool pricing shall remain the same; provided, in the event the parties discuss and agree no later than ninety (90) days prior to the end of the Agreement Term that a pricing increase is warranted, then any resulting increase in pricing shall not exceed three percent (3%) and shall take effect annually beginning on the first day of the Renewal Term; and

WHEREAS, either party may terminate this Agreement without cause by giving at least sixty (60) days' written notice to the other party;

NOW, THEREFORE, BE IT RESOLVED THAT THE MADISON COUNTY FISCAL COURT DOES HEREBY APPROVE THIS RESOLUTION AND AUTHORIZES THE JUDGE EXECUTIVE AND THE MADISON COUNTY JAILER TO EXECUTE SAME ON BEHALF OF THE COUNTY.

Motion made by Tudor, seconded by Robinson.

Vote:	Yes	No
Judge Executive Reagan Taylor	<u>✓</u>	<u> </u>
Magistrate Ben Robinson III	<u>✓</u>	<u> </u>
Magistrate John Tudor	<u>✓</u>	<u> </u>
Magistrate Roger Barger	<u>✓</u>	<u> </u>
Magistrate Tom Botkin	<u>✓</u>	<u> </u>

Signed:

RT-79
Reagan Taylor
Madison County Judge Executive

3-22-2022
Date

Attested:

Kg Bm McC
Kenny Barger
Madison County Clerk

3-22-22
Date

AGREEMENT FOR HEALTHCARE SERVICES

This Agreement for Healthcare Services ("Agreement") is made and entered into this 1ST day of APRIL, 2022, by and between, MADISON COUNTY DETENTION CENTER ("Jail"), located at 107 W. Irvine Street, Richmond, Kentucky 40475, and WEST KENTUCKY CORRECTIONAL HEALTHCARE, LLC ("WKCH" including its employees, agents, subcontractors and assigns), having a principal office at 34 US Highway 68 East, Unit A, P.O. Box 766, Benton, Kentucky 42025. These parties hereby acknowledge and agree as follows:

WITNESSETH:

WHEREAS, WKCH submitted a proposal to provide healthcare services with adequate and sufficient information to provide the requested services; and

WHEREAS, Jail acknowledges that the proposal submitted by WKCH meets all necessary conditions for the services requested; and

WHEREAS, the parties hereby intend to solemnize and enter into a binding written agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants as set forth herein, the parties agree as follows:

I. **Term.** The term of this contract shall be one (1) year, commencing on April 1, 2022 and ending March 31, 2023, subject to the provisions of Section IV(1) and (2).

II. **WKCH.**

1. WKCH agrees to provide quality healthcare services and provide cost-effective medically necessary services to maintain a level of quality in accordance with the current standards established by KY Jail Health Standards including all updates throughout the contract. These services shall be provided directly by WKCH or by subcontractors of WKCH, in WKCH's sole discretion.

2. WKCH is an independent contractor of the Jail, and this Agreement constitutes an independent contractor agreement. There is no employee/employer relationship between WKCH and the Jail, and nothing in this Agreement is intended or to be construed to create an agency, employment or joint venture relationship, or any other relationship that would allow the Jail to exercise control or direction over the manner or method by which WKCH provides services hereunder. WKCH, and not the Jail shall be solely and exclusively responsible to pay

wages, salaries, pensions, overtime, holiday, sick and vacation pay; federal and state withholding and unemployment taxes; FICA; Social Security; Medicare; health, accident and life insurance; or any other claim, obligation, demand, tax, benefit, wage or other payroll related expense or penalty that may occur under state or federal law. WKCH shall defend, indemnify and hold the Jail harmless from any and all claims, demands, judgments and awards for such items and any other employment obligations with respect to the services provided pursuant to this Agreement. WKCH shall be specifically obligated for any payments that may be due under the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, and the Workers' Compensation Act, including any attorney's fees, expenses or other costs on account of any injury or workers' compensation claim. The Jail will not (i) provide any form of insurance coverage, including but not limited to health, workers' compensation, professional liability insurance, or other employee benefits; or (ii) deduct any taxes or related items from the monies paid to WKCH. It is further acknowledged by both parties that, at all times, WKCH has the full opportunity to engage in other business, and that it has made its own investment in its business.

3. The healthcare services provided by WKCH shall be by professionally licensed or certified staff within their practice (i.e. MD, PA, QMHP, NP, PA, RN, LPN, etc.) to perform various functions needed to provide quality healthcare to Jail's inmates and in the manner with full reporting and accountability to the Jailer. All scheduling will be subject to approval by the Jailer. More specifically, WKCH shall provide pursuant to the base contract amount, except as otherwise indicated:

- a. Physician medical director;
- b. Weekly On-Site Medical coverage;
- c. 24/7 on call phone or video streaming service to a MD, NP, or PA as needed with the availability for consultation, orders, and ability to meet the on-site needs required, including on weekends and holiday needs for ordering and dispensing medications;
- d. Staff Nursing (RN, LPN or Paramedic) on-site, seven (7) days per week, twelve (12) hours per day, total 84 hours per week. (Any Nursing hours worked in excess of 84 hours per week shall be billed to the jail at the rate of \$45.00 per hour.)
- e. Medical Team Administrator, on-site forty (40) hours per week.
- f. Mental Health Nurse on-site eight (8) hours per week.
- g. Medical or nursing care to Jail employees during regular inmate clinics at no additional cost.

- h. Treatment protocols.
- i. Policy and procedures.
- j. Medical waste disposal. (to be paid from Cost Pool)
- k. Emergency supplies.
- l. Pharmacy Services (See subsection 4 below) (Pharmacy costs to be paid from Cost Pool.

4. The Pharmacy Services provided by WKCH shall be by a professionally-licensed pharmacist to meet the needs of the Jail's inmates in a timely manner, including the following:

- a. Policy and procedures on how to order, maintain and request medications;
- b. Over the counter medications;
- c. Formulary medications (See Appendix A);
- d. Emergency stock medications;
- e. Same day delivery of medications;
- f. 24/7 on call pharmacist;
- g. Blister cards or strip packaging;
- h. Medical supplies

5. WKCH shall implement a written healthcare plan with clear objectives, policies, and procedures. This includes inmate medical screening, admissions evaluation, triage, sick call, care of medically fragile inmates, pharmacy services, psychiatric screening, suicide risk assessments, grievances, medical clearances for intra-agency and inter-agency transfers, work clearances, the continuing care of identified health problems, detoxification, and emergency services.

6. WKCH shall maintain an open and cooperative relationship with the administration and staff of the Jail. WKCH shall provide training each calendar quarter for Jail staff covering topics reasonably requested by the Jailer, coordinated in a manner and at times as determined between WKCH and the Jailer; the Jailer shall be responsible for mandating attendance and cooperation of the Jail staff as appropriate.

7. WKCH shall complete and maintain accurate records of care and to collect and analyze health statistics on a regular basis, and all staff and subcontractors shall be trained to and shall utilize paper records.

8. WKCH shall ensure a confidential relationship is maintained between patients and their clinicians, which shall be and is a doctor-patient confidentiality. WKCH shall be the custodian for inmate health records, which are the property of the Jail, and shall ensure all confidentiality of healthcare information in which WKCH's custody is protected according to local, state and federal law. WKCH shall maintain a current record of the rules and regulations covering the confidentiality of healthcare records and the types of information that may and may not be shared.

9. Subject to requirements of HIPAA, WKCH shall make all inmate medical records available immediately upon request to Contract Administrator or Jailer as needed, and such medical records shall be made accessible in any case where medical care is an issue, or in any criminal or civil litigation where the physical or mental condition of an inmate is at issue, to the Jailer, Internal Affairs Investigator, County Attorney, or Commonwealth Attorney requesting such records, and shall provide copies within twenty-four (24) hours of notice. WKCH shall comply with the grievance and review process and provide timely responses to grievances pursuant to Jail Policy and Procedure. WKCH shall comply with any actions requiring participation that personnel may, from time to time, be subpoenaed to testify in court regarding medical treatment and accepts responsibility in responding and managing these court requests.

10. WKCH shall operate and ensure the operation of the healthcare program in a humane manner with respect to the inmates' rights to basic healthcare services. WKCH shall coordinate the healthcare delivery system for inmates at the Jail, being medical, mental health, and shall provide healthcare consistent with the community standards of the Jail.

11. WKCH shall allow for the annual review by the qualified Health Service Administrator and Jailer and which system shall be revised as necessary.

12. WKCH shall defend, indemnify, and hold harmless the Jail, Madison County, and its agents, officers, elected officials and employees from and against all claims, demands, and judgments (including attorney's fees) made or recovered against them including, but not limited to, damages to real or tangible property or for bodily injury or death to any person, arising out of, or in connection with this Agreement, to the extent such damage, injury or death is caused or sustained in connection with the negligent performance or willful misconduct of WKCH or its employees, agents, assigns, and sub-contractors. This Agreement to indemnify extends to any claim or action which arises out of services provided by WKCH, or arising from allegations that appropriate medical care was not provided by WKCH, or arising from allegations that medical care provided by WKCH was in any manner negligent, inappropriate, or deliberately indifferent.

13. WKCH shall provide medical malpractice insurance of \$1,000,000.00 per occurrence/\$5,000,000.00 aggregate, with Jail listed as an Additional Insured; general liability insurance coverage of at least \$1,000,000.00 per occurrence/\$2,000,000.00 aggregate; hired/non-owned auto of \$1,000,000.00 per occurrence; and workers' compensation insurance of \$1,000,000.00/\$1,000,000.00/1,000,000.00. A certificate of insurance shall be provided at any time upon request of the Jail. The Jailer shall be notified personally and in writing by WKCH of any lapse of any required insurance coverage, prior to such lapse.

14. WKCH shall ensure that bills are accurate and procedures are followed for elective care as they would for any off-site non-elective medical care.

15. WKCH shall be responsible for review and verification that anything other than a medical emergency is appropriate, and shall exercise reasonable and sound judgment when referring inmates for off-site care.

16. WKCH shall determine and prepare the appropriate annual quality improvement studies for process of inmate care and healthcare outcome studies, including:

- a. Problem identification;
- b. Study;
- c. Plan development and implementation;
- d. Result monitoring and tracking;
- e. Demonstration of improvement or re-study the problem.

17. WKCH shall conduct self-audits inclusive of, but not limited to, intake procedures, medication distribution, and pharmaceutical formulary costs or any other topics addressing concerns of the Contract Administrator.

18. WKCH shall operate under the following specifications:

- a. Health Care Services must be provided in substantial compliance with Jail Health Standards, 2016 Edition.
- b. All medical staff providing services under this Agreement must be licensed to practice in the State of Kentucky.
- c. Medical staff onsite or the Jail shall provide a screening on all new commitments to the Jail within twenty-four (24) hours of arrival.
- d. The screening should include all elements covered by the Jail Health Standards.

e. WKCH shall review all screenings, sick calls and Chronic Clinic issues weekly and identify the need, schedule, and coordinate all non-emergency medical care rendered to inmates inside or outside the Jail.

f. WKCH shall identify the need, schedule hospital care and coordinate and provide such care as is available in the community of any inmate of the Jail.

g. WKCH shall identify the need for follow-up care identified by any of the screenings, sick calls, lab results and x-ray results.

h. WKCH shall provide a total pharmaceutical system for the Jail beginning with the physician's prescribing of medication, the filling of the prescription, the administration of medication, and the necessary records request and record keeping.

i. WKCH shall review and revise, as needed, the policies and procedures for internal and external emergencies such as natural or manmade disasters, man-down situations, communicable diseases or pandemic outbreaks.

j. WKCH shall indemnify and hold harmless Madison County Jail and its agents, servants and/or employees from all claims, actions, lawsuits, damages, judgments or liabilities in connection with the provision of its services at the Jail.

k. The Jailer or other designated County Official retains the right to review and approve Policies and Procedures of WKCH if any are affecting the performance of his or her responsibilities under law.

l. Neither the obligations nor the rights of WKCH may be modified, transferred, or assigned without the express written consent of Jail, whose consent shall not be unreasonably withheld.

19. The base amount of this contract is \$384,058.00 (excluding Cost Pool) payable from Jail to WKCH. WKCH shall bill the Jail in monthly increments thirty (30) days prior to services rendered, in the amount of \$32,004.83 each, plus any applicable additional charge(s) under this Agreement, and which payment is due in advance on the first day of April, 2022 and likewise due in advance on the first day of each calendar month thereafter.

20. The Cost Pool in the amount of \$40,000.00 is payable from Jail to WKCH monthly in the amount of \$3,333.33 each due in advance on the first day of April, 2022 and likewise due on the first day of each calendar month thereafter. The Cost Pool includes:

- All Pharmacy Services and Cost
- Inpatient / Outpatient Services
- Specialty Services

- Dental care
- Labs
- Radiology Services
- Ambulance
- Medical Supplies
- Office Supplies
- Minor Equipment
- Medical Waste Disposal
- Any other items deemed necessary and appropriate by the Jailer, not included in the base contract amount.

a. WKCH shall establish and maintain a separate dedicated checking account for "Madison County Detention Center – Cost Pool Account" through which all Cost Pool funds and transactions shall be administered. All monthly statements from this account shall be provided to Jailer monthly as soon as reasonably practicable. The Jailer shall be provided electronic means to view and monitor this account in Jailer's discretion, but Jailer shall not have transactional authority to access or withdraw funds from the account.

b. All Cost Pool rendered services above will be billed to WKCH to pay. WKCH shall facilitate all repricing and claim reconciliation of any rendered service claims at no additional charge. All invoices that are paid in full will be available for Jail to access at any time.

c. If Cost Pool services rendered above exceed Cost Pool amount, the County will be billed for that excess amount.

d. If Cost Pool amount is not fully expended at the end of the Agreement Term, a credit or refund for 100% of the remaining balance will be issued to the County for the difference.

21. WKCH shall prepare and provide to the Jail a monthly report that accounts for all costs associated with inmate care provided by WKCH pursuant to this Agreement.

III. Madison County Detention Center.

1. All inmate medical records and healthcare information shall be the property of the Jail. The Jail will provide access to any and all inmate medical and healthcare information and will further communicate, in a clear and fluid manner, any and all relevant healthcare

information necessary for WKCH to perform its duties under this Agreement. The Jail shall be responsible for the storage of active and inactive files.

2. The parties acknowledge that WKCH's medical services under this Agreement are to be rendered within the Jail. The Jail shall provide and maintain reasonable and adequate facilities for WKCH's access and use as needed for WKCH's provision of services hereunder. The Jail shall also be responsible to mandate and require Jail staff's reasonable cooperation with WKCH's staff, and to provide an environment which accommodates WKCH's staff in an environment conducive to WKCH's work to be performed hereunder. The Jail shall provide guard security for the personal protection of WKCH personnel at all times when WKCH personnel may be vulnerable to physical contact from an inmate in the course of performing WKCH's duties under this Agreement; in the event such security is not available or provided upon request of WKCH personnel, then WKCH shall not be required to perform its duties hereunder as to that inmate, in the absence of such requested security.

3. The Jail shall notify, facilitate, and cooperate with the grievance review process involving WKCH or otherwise.

4. All inmate medical and other records, policies, and procedures, manuals, instructional books, orientation, and continuing education records and materials, and documentation of every sort, developed for or used in the operation of healthcare services during the Agreement shall be the property of the Jail, and, at the termination of the Agreement, shall remain the property of the Jail without further obligation of WKCH. Jail shall be required to comply with HIPAA rules and procedures.

5. The Jail and Madison County agree to immediately notify WKCH in writing of any claim or demand to defend and indemnify the Jail in accordance with this agreement, and agrees to cooperate with WKCH in a reasonable manner to facilitate the defense of such claim.

6. The Jail shall pay all invoices from WKCH in full monthly.

IV. Mutual Rights and Obligations.

1. Either party may terminate this Agreement upon sixty (60) days prior written notice, without cause.

2. If both parties agree to renew or extend this Agreement at the end of the Term, and to continue under the same terms and conditions of this Agreement, the base contract amount and the Cost Pool pricing shall remain the same; provided, in the event the parties discuss and agree no later than ninety (90) days prior to the end of the Agreement Term that a pricing

increase is warranted, then any resulting increase in pricing shall not exceed three percent (3%) and shall take effect annually beginning on the first day of the renewal Term.

3. Both parties agree that issues may arise that are highly time sensitive, such as those involving security, requiring detailed information inclusive of written reports or other various pieces of information. Both parties agree to make communication a fluid and proper exchange in the most expedient manner possible and shall provide such required levels of communication utilizing the highest level of cooperation.

4. Both parties shall ensure that the healthcare status of inmates admitted to outside hospitals is reviewed to ensure that the duration of hospitalization is no longer than medically indicated.

5. **Communicable Diseases Supplemental Terms.** The parties acknowledge that WKCH has no control over the entry of any communicable or infectious diseases into the Jail through inmate or Jail staff, and WKCH has no ability to prevent or contain the spread of such diseases except to the extent of WKCH's exercise of medically indicated treatment protocols carried out in accordance with applicable Centers for Disease Control ("CDC") guidelines which are issued and updated from time to time, or as otherwise dictated by standards of reasonable care. Accordingly, the parties further acknowledge and agree as follows:

a. WKCH shall not be liable or responsible for the prevention, spread or transmission of any communicable or infectious diseases, including but not limited to Covid-19, provided WKCH provides treatment to inmates consistent with information reasonably available to WKCH and in conformity with medically necessary treatment protocols and applicable CDC guidelines.

b. WKCH shall prepare and provide policies and procedures for the Jail's handling of communicable and infectious diseases within the Jail's population; provided, WKCH shall not be responsible for the Jail's failure to comply with any policy and procedure guidelines or WKCH's recommendations, including but not limited to inmate testing and/or segregation.

c. The Jail hereby waives and releases, and is hereby barred from asserting against, WKCH and its employees, officers, members and contractors, any existing or future claims or demands (including but not limited to indemnity and/or contribution) arising out of or related to communicable or infectious diseases, except in the event of gross negligence or willful misconduct of WKCH.

d. All inmates will be offered the opportunity for vaccination against Covid-19.

e. To the extent of any conflict in terms between this subsection and terms and provisions contained elsewhere in this Agreement, then the terms and provisions of this subsection shall govern and be enforceable by the respective parties notwithstanding such conflict.

V. Miscellaneous.

1. Each section and each provision of each section of this Agreement are severable, and if any provision, section, paragraph, sentence or part thereof, or the application thereof to any person, licensee, class or group, is held by a court of law to be unconstitutional or invalid for any reason, such holding shall not affect or impair the remainder of this Agreement, and each provision, section, paragraph, sentence and part thereof, shall be enforceable separately and independently of the rest.

2. This Agreement represents the entire understanding of the parties hereto. There are no oral agreements, understandings, or representatives made by any party to this Agreement that are outside of this Agreement and are not expressly stated in it.

3. If any provision of this Agreement should, for any reason, be held in violation of any applicable law, and so much of this Agreement be held unenforceable, then the invalidity of such a specific provision in this Agreement shall not be held to invalidate any other provisions in this Agreement, which other provisions shall remain in full force and effect unless removal of the invalid provisions destroys the legitimate purpose of this Agreement, in which event this Agreement shall be cancelled.

4. No failure by either party to insist upon the strict performance of any agreement, term, covenants or condition hereof, or to exercise any right or remedy consequent upon a breach hereof shall constitute a waiver of any such breach, agreement, term, covenant or condition or the ability of either party to enforce legal or equitable remedies beyond those expressly set forth in the Agreement.

5. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given when mailed from within the United States through an established overnight carrier or first class mail, postage prepaid, and addressed to the addresses as set forth above.

6. Both parties represent to the other that this Agreement, the transaction contemplated in this Agreement, and the execution and delivery hereof, have been duly authorized by all entities, governing bodies, or otherwise, including without limitation the action on the part of the directors, if the party is a corporation.

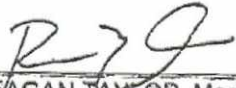
7. This Agreement having been mutually drafted, reviewed, and carefully considered, there shall be no presumption in favor of or opposed to either party in the interpretation of this Agreement, but this document shall instead be interpreted in a neutral manner.

8. Governing Law: This Agreement is governed by, and to be interpreted and construed in accordance with, the laws of the COMMONWEALTH OF KENTUCKY.

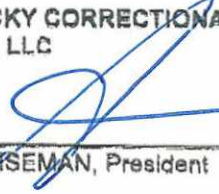
9. Jurisdiction and Venue: The Parties agree to submit to the exclusive jurisdiction and venue of the United States District Court for the Eastern District of Kentucky, or the Circuit Court of Madison County, Kentucky.

IN WITNESS THEREOF, the parties have executed this Agreement as the date first set forth hereinabove.

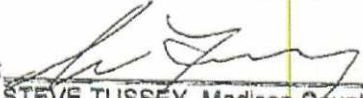
MADISON COUNTY DETENTION CENTER

By: 
REAGAN TAYLOR, Madison County
Judge-Executive

WEST KENTUCKY CORRECTIONAL
HEALTHCARE, LLC

By: 
JAMES B. WISEMAN, President

ACKNOWLEDGED AND AGREED:

By: 
STEVE TUSSEY, Madison County Jailer