

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 2024-35**

**A RESOLUTION FOR THE MADISON COUNTY FISCAL COURT TO APPROVE A
HEALTHCARE FACILITY SERVICES AGREEMENT BETWEEN THE MADISON
COUNTY DETENTION CENTER AND WEST KENTUCKY CORRECTIONAL
HEALTHCARE, LLC DBA COMPREHENSIVE CORRECTIONAL CARE**

WHEREAS, the Madison County Detention Center (hereinafter referred to as the "Jail") and Comprehensive Correctional Care (hereinafter referred to as "3C") desire to enter into a Healthcare Facility Services Agreement ("Agreement"); and

WHEREAS, 3C is a Kentucky limited liability company that provides and arranges for the provision of primary care services through employed and independently contracted physician and nonphysician healthcare providers, and coordinates medical and other healthcare services for persons in the custody of the Jail; and

WHEREAS, Madison County Jailer Steve Tussey is pleased with the services provided by 3C and wishes to enter into the attached Agreement to provide inmates with quality healthcare services; and

WHEREAS, the term of this contract shall be one (1) year, commencing on July 1, 2024 and ending June 30, 2025, with an option to automatically renew annually, subject to the provisions of Section V(B) of this Agreement;

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

Motion made by Bothin, seconded by Lochmueller.

Vote:	Yes	No
Judge Executive Reagan Taylor	<u>✓</u>	<u> </u>
Magistrate James Brian Combs	<u> </u>	<u>✓</u>
Magistrate Stephen Lochmueller	<u>✓</u>	<u> </u>
Magistrate Billy Ray Hughes	<u>✓</u>	<u> </u>
Magistrate Tom Botkin	<u>✓</u>	<u> </u>

Signed:

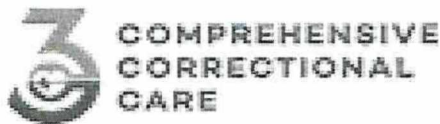
R-29
Reagan Taylor
Madison County Judge Executive

4-23-2024
Date

Attested:

Kenny Barger MCC
Kenny Barger
Madison County Clerk

4-23-24
Date



AGREEMENT FOR CORRECTIONAL FACILITY HEALTHCARE SERVICES

THIS AGREEMENT FOR HEALTHCARE FACILITY SERVICES (this "Agreement") is made and entered into as of the 1st day of July, 2024 (the "**Effective Date**"), by and between, MADISON COUNTY DETENTION CENTER (the "Jail"), located at 107 W. Irvine Street, Richmond, Kentucky 40475, and WEST KENTUCKY CORRECTIONAL HEALTHCARE, LLC, d/b/a COMPREHENSIVE CORRECTIONAL CARE, (hereinafter "3C" including its members, managers, officers, employees, agents, subcontractors and assigns), having a principal office at 34 US Highway 68 East, Unit A, P.O. Box 735, Benton, Kentucky 42025. The Jail and 3C are each a party to this Agreement, and together, the "parties."

WITNESSETH:

WHEREAS, the Jail wishes to provide professional medical and related healthcare services for Inmates (as defined herein below) in accordance with local, state and federal laws and regulations; and

WHEREAS, 3C is a Kentucky limited liability company that provides and arranges for the provision of primary care services through employed and independently contracted physician and nonphysician healthcare providers, and coordinates medical and other healthcare services for persons in the custody of correctional facilities (the "Services");

WHEREAS, the Jail by and through its Jail Administrator (as defined below) wishes to engage the Services of 3C and is duly authorized to do so by state and local law, and 3C wishes to provide the Services for the Jail pursuant to this Agreement;

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

I. DEFINITIONS.

For purposes of this Agreement, the terms below when used herein, whether or not capitalized and unless otherwise expressly defined, shall mean as follows:

"3C" means West Kentucky Correctional Healthcare, LLC, d/b/a Comprehensive Correctional Care ("3C"), a Kentucky limited liability company, inclusive of its members, managers, officers, directors (including the Medical Director), employees and nonphysician independent contractors practicing within the scope of their professional licensure.

"Advanced Practice Provider" or **"APP"** means a Certified Nurse Practitioner or Certified Physician Assistant practicing within the scope of their licensure.

"Ancillary Services" are those healthcare services listed in **Table II** of **Schedule A**, (attached to and made a part of this Agreement) that are furnished by third party providers and not by 3C. 3C will arrange for and coordinate the provision of medically necessary Ancillary Services specified in **Table II** as either covered by the Cost Pool Amount ("**Cost Pool Services**") for which the Jail is financially responsible to pay, or as included in the Base Contract Amount. 3C is not responsible to pay for Cost Pool Services from its own funds, nor for arranging, coordinating or paying for any Ancillary Services identified in **Table II** or in Section II.F of this Agreement as Excluded, or as paid directly by Jail, or for any other services furnished to Inmates by third party providers under a direct arrangement between the Jail and the provider.

"Base Contract Amount" means Seven Hundred Eighty Four Thousand One Hundred Thirty Seven and 96/100s Dollars (\$784,137.96), to be paid to 3C per each year of the Agreement Term subject to the annual percentage increase and payment terms described in Section II.N of this Agreement, as compensation for providing the Services listed in **Table I** of **Schedule A** and any Ancillary Services designated in **Table II** of **Schedule A** as included in the Base Contract Amount..

"Chronic Care" means medical care rendered to an Inmate to treat a chronic condition.

"Chronic Condition" means a medical condition or disease that lasts for one (1) or more years and requires ongoing medical attention or limits activities of daily living or both, examples of which include, without limitation, diabetes, asthma, epilepsy, cancer, cardiopulmonary disease, kidney disease.

"Clinician" collectively means any of the following healthcare professionals licensed (or certified) to practice and in good standing with the applicable licensing authority in the state where the Jail is located and employed or contracted by 3C to provide primary care to Inmates under this Agreement: a Physician, Certified Nurse Practitioner (NP), Certified Physician Assistant (PA-C), Registered Nurse (RN), Licensed Practical Nurse (LPN), Emergency Medical Technician (EMT), Paramedic.

"Communicable Disease" means an illness caused by a virus, bacteria, parasite or fungi, which is spread from one person to another through the air, by contact with contaminated surfaces, bodily fluids, blood products, or via insect bites. Examples include, without limitation, Influenza, COVID-19, RSV, Hepatitis A, B and C, HIV or AIDS, Hansen's Disease.

"Cost Pool Amount" means the amount of \$3,333.33 per month, (\$40,000.00 per year) which the Jail has budgeted to pay directly for Ancillary Services that are **Cost Pool Services**, plus any amount incurred in excess of the monthly budgeted amount for Cost Pool Services rendered to Inmates. The Cost Pool Amount shall be paid to and administered by 3C as provided in Section II.O of this Agreement.

"Emergency Medical Condition" or **"Medical Emergency"** has the meaning set forth in 42 U.S.C. § 1395dd.

"Force Majeure Event" means and includes, without limitation, any of the following events, the occurrence of which is reasonably beyond the control of a party: severe weather event, flood, fire, earthquake, epidemic or pandemic, explosion, war, invasion, terroristic act or threat, riot, civil unrest, labor strike or work stoppage, , natural or manmade disaster, including without limit, government declared state of emergency or marshal law; shortage of adequate medical supplies or equipment, loss of electrical power, communication system or other utility necessary for a party's operation and performance, or similar event beyond a party's reasonable control.

"Inmate" means an adult individual who is in the actual physical custody of the Jail, is medically stable and has been committed to the Jail's legal custody.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996 Privacy and Security Rules, (45 C.F.R Parts 160 and 164) as amended from time to time.

"Jail Administrator" means a Jailer, Sheriff or other local or state official elected, assigned, designated, or delegated full-time responsibility and authority for administration and operation of the Jail.

"Jail Regulations" means those federal, state and/or local statutes, regulations, ordinances, policies and procedures governing the Jail's facilities, operations and Inmate rights, including Inmate medical care, as amended from time to time.

"Medical Director" means 3C's chief medical officer, a physician licensed to practice medicine and in good standing with the medical licensing authority in the state where the Jail is located who is responsible for administrative oversight and management of the delivery of the Services to Inmates hereunder.

"Medically Necessary" means, based on an Inmate's medical needs, a medical service or supply that is reasonably required to identify, diagnose, treat, cure, palliate or prevent a disease, illness, injury, disability, or other medical condition (including pregnancy), which is: (i) appropriate in type, amount, scope and duration based on generally accepted medical standards; (ii) provided for medical reasons and not primarily for the convenience of the Inmate, the Jail or the healthcare provider; (iii) provided in an appropriate location where the service may be safely and effectively furnished based on generally accepted medical standards; (iv) in reference to an emergency medical condition, deemed necessary based on a prudent layperson standard, and (v) otherwise in accordance with applicable law.

"Physician" means a doctor of medicine or osteopathy who is licensed to practice and in good standing with the medical licensing authority of the state where the Jail is located.

"Primary Care" means an Inmate's initial point of contact with a healthcare professional for the diagnosis and medically necessary treatment of common illnesses, chronic conditions, first aid, first response emergency care, or care coordination, including referring and arranging for medically necessary outpatient, inpatient and/or specialist care.

"Protected Health Information" or "PHI" has the meaning set forth in HIPAA at 45 C.F.R. § 160.103.

"Sick Call" means the scheduled medical evaluation and treatment of ambulatory Inmates in a clinical setting at the Jail. Sick call coverage will be scheduled and provided in the frequency required by applicable state law or more often pursuant to established Jail procedure, subject to approval of the Jail Administrator.

"Specialty Services" means medical services that require a Physician to be board-certified in a medical specialty, including, but not limited to, cardiology, dermatology, obstetrics/gynecology, neurology, nephrology, orthopedics, oncology, *etc.*

II. 3C SERVICES.

Subject to Section II.F below, 3C will provide the following Services for Jail Inmates during the Agreement Term which Services shall be covered by the Base Contract Amount or included in the Cost Pool, as indicated in **Schedule A**:

A. **Onsite Primary Care.** 3C will annually provide or arrange for the provision of medically necessary primary care to Inmates onsite at the Jail and remotely when medically appropriate in accordance with Jail Regulations. 3C onsite primary care shall be provided and include the services described in Table I of **Schedule A** to this Agreement. 3C Clinicians will see Jail staff during Sick Call for basic primary care needs at no additional cost. Scheduling of 3C primary care services shall be coordinated with and subject to the approval of the Jail Administrator. 3C shall review medical screenings performed by Jail staff upon receipt of a person in custody, and primary care services provided (including Sick Call and provision of Chronic Care) on a weekly basis to identify the need, schedule, and coordinate all medically necessary non-emergency care rendered to Inmates at the Jail.

B. **Ancillary Services.** 3C will arrange for and coordinate the Ancillary Services for Inmates that are designated in Table II of **Schedule A** as Cost Pool Services or included in the Base Contract Amount as medically necessary and appropriate. Cost Pool Services shall be paid from the Cost Pool account as described in Section II.O of this Agreement.

C. **Pharmacy Services.** All pharmacy services and supplies (inclusive of prescription, stock and over-the-counter (OTC) medications) described in Table II of **Schedule A** shall be provided for Inmates by and through 3C's contracted Pharmacy provider, J&W Pharmacy, Inc., d/b/a J&R Pharmacy, 817 Main Street, Benton, Kentucky 42025, unless the Jail has separately, directly contracted or arranged with a third party pharmacy provider to furnish pharmacy services and supplies for the Jail.

D. **Medical Director Administrative Services.** The Medical Director shall furnish the following administrative services in connection with delivery of medical care to Inmates by 3C Clinicians: (i) develop and implement Jail healthcare policies, procedures, and treatment protocols; (ii) coordinate the furnishing of medical care by 3C Clinicians and external third party providers to Inmates; (iii) oversee the quality of medical care provided by 3C Clinicians and identify and initiate quality improvement measures as needed; (iv) provide clinical guidance and leadership to 3C Clinicians. The services of the Medical Director acting in such capacity are administrative only and do not include furnishing direct physician care to Inmates as an attending or other treating physician. Any direct care of Inmates by the physician who serves as Medical Director under this Agreement shall be provided by him as an independent contractor through his solely owned physician practice entity, Wilson Medical Staffing, PLLC.

E. Quarterly Jail Staff Training/Education. During the Agreement Term, 3C shall provide or arrange for educational training for Jail staff on a calendar quarter basis. Training shall be on healthcare topics recommended by 3C and approved by the Jail Administrator or healthcare topics reasonably requested by the Jail Administrator and which 3C can feasibly arrange to be provided. Training shall be scheduled at times and in a manner mutually agreeable to the parties. Jail Administration shall be responsible for requiring Jail staff attendance and participation in scheduled training sessions.

F. Excluded Services. The following services are "Excluded" from this Agreement as not included in the Base Contract Amount or Cost Pool, nor otherwise provided, arranged or paid for by 3C, nor the responsibility of 3C to provide, arranged or pay for: (i) Elective surgery and other medical care determined to be elective care by a 3C Physician pursuant to Centers for Medicare & Medicaid Services (CMS) and American Medical Association guidance; (ii) any healthcare or related service not expressly described in **Schedule A**; (iii) medical care of infants or children of Inmates in any care setting on or offsite of the Jail; (iv) public health, including prevention and management of communicable diseases among the Inmate population, Jail staff or visitors; (v) healthcare services for any person who is not an Inmate (as defined in Section I above), including individuals on temporary authorized release, probation, parole, home detention or other supervised offsite custody, or escapees; (vi) body cavity searches, or collection of physical evidence (hair, blood, saliva) from an Inmate or other Jail detainee; (vii) reporting Inmate deaths to the County coroner or other government agency required by law; (viii) unless expressly stated to the contrary in this Agreement or Schedule A, any medical care for Jail staff except onsite emergency care limited to the extent described in **Table I of Schedule A**.

G. The Jail acknowledges and agrees that 3C will not employ or otherwise engage or utilize the labor of any Inmate in the process of furnishing the Services under this Agreement for the Jail.

H. Inmate Medical Records, HIPAA Compliance.

1. During the Agreement Term, 3C shall maintain or caused to be maintained complete and accurate medical records for each Inmate who receives healthcare services from or through 3C separately from the Inmate's confinement record maintained by the Jail, and in a confidential and secure manner as required by Jail Regulations, HIPAA and applicable state patient privacy laws. 3C shall have exclusive custody and control of such records.

2. Subject to Jail Regulations and the applicable provisions of the HIPAA Privacy and Security Rules, and state law governing the use and disclosure of Inmate medical records in 3C's possession or control, when and to the extent 3C is authorized or required by law to disclose an Inmate's PHI to the Jail Administrator, or to any other law enforcement official or agency, 3C will disclose such PHI within twenty-four (24) hours of receiving a written request for same, including by providing a complete copy or summary of an Inmate's medical record for transmittal with the Inmate when transferred from the Jail to a healthcare facility for offsite care, or to another correctional institution. Medical records will be kept confidential, subject to applicable laws regarding confidentiality of such records.

3. 3C will adhere to Jail Regulations, policy, HIPAA and other applicable law with regard to permitting an Inmate or Jail staff to access the Inmate's medical record. The determination by 3C of whether to permit an Inmate to access his/her medical record (or any PHI contained in it) in response to the Inmate's request for access shall take into consideration the factors described in 45 C.F.R. § 164.524(a)(2) and no access will be provided to the Inmate without the written authorization of the Jail Administrator. After an Inmate is released from custody, 3C shall only use and disclose the PHI in the individual's medical record with his/her signed consent, or when required by law or otherwise permitted by HIPAA.

4. Jail acknowledges that 3C's employed and contracted medical professionals are healthcare providers and HIPAA Covered Entities as defined in 45 C.F.R. 160.103, and the Jail, to the extent it is permitted by HIPAA and state law to access, use or disclose Inmate PHI, is a HIPAA business associate of 3C. Accordingly, the parties have entered the HIPAA Business Associate

Agreement appended to this Agreement, and will comply with its terms and conditions with respect to any use or disclosure of Inmate PHI maintained by 3C hereunder.

5. Upon termination of this Agreement for any reason, 3C shall facilitate the secure transfer of Inmate medical records to the Jail's designated successor medical authority. Thereafter, 3C shall have no further legal responsibility for the privacy, security or disclosure of such records.

I. **Inmate Grievances.** 3C shall comply with Jail Regulations and the Jail's internal procedures for responding to Inmate grievances related to the provision of healthcare services by 3C Clinicians. Upon reasonable notice, 3C shall cooperate with the Jail and its authorized legal representatives in any administrative or court proceedings in which 3C personnel are requested or subpoenaed to testify regarding medical treatment provided under this Agreement.

J. **Compliance.** 3C and its Clinicians will provide and arrange for medically necessary care and treatment of Inmates as described in this Agreement and **Schedule A** in accordance with generally accepted standards in the medical community for the delivery of medical care to individuals incarcerated in a Jail setting, Jail Healthcare Policies and Procedures, Jail Regulations, and other applicable law. 3C Clinicians and other staff working onsite at the Jail will conduct themselves at all times pursuant to the Jail's security and safety policies, procedures and directive of the Jail Administrator and staff.

K. **Individualized Treatment for Opioid Use Disorder.** The Jail acknowledges that 3C is not an opioid use disorder (OUD) or other substance use disorder (SUD) treatment program (as defined in 42 C.F.R. Part 2), nor responsible to provide or arrange for a substance use disorder (SUD) treatment program for the Jail under this Agreement. Notwithstanding this, the Jail further acknowledges that 3C Clinicians will provide all Inmates with individualized medically necessary care and access to such care. This individualized care may include: (i) arranging for an Inmate with an OUD who is undergoing medication assisted treatment (MAT) at the time of admission to the Jail to continue such treatment while in the Jail's custody when 3C's contracted Physician determines in his/her professional medical judgment and as required by the Americans with Disabilities Act (ADA), that continuation of MAT is medically necessary; or (ii) the referral by 3C's contracted Physician of an Inmate diagnosed with an OUD to a substance use disorder treatment program for further evaluation and care. Accordingly, the Jail agrees that 3C's contracted Physician is authorized to provide the above-described services to Inmates diagnosed with an OUD based on an Inmate's individual medical needs. In connection with arranging for the continuation of MAT for any Inmate, 3C will work closely with the Jail Administrator and staff to ensure that all safety and security concerns related to having such medication on the Jail premises and administering it to the Inmate are sufficiently addressed. Accordingly, the Jail agrees that in the event the Jail Administrator determines to prohibit 3C's contracted Physician from providing the above-described services when medically necessary, the Jail Administrator shall issue a signed memorandum to 3C and its contracted Physician stating the extent of such prohibition, and fully releasing each of them from any and all responsibility for the medical and legal consequences thereof, and indemnifying them for same.

L. **3C Clinicians and Staff.** All 3C Clinicians providing Services under this Agreement will be licensed, certified or registered, as applicable to their licensure and credentials, and in good standing with the appropriate professional licensing board for the state in which the Jail is located. Scheduling of Clinicians and other 3C for Services at the Jail shall be coordinated with and subject to approval of the Jail Administrator, provided that Clinician scheduling may vary on 3C observed Holidays. 3C observed Holidays include: New Year's Day, Martin Luther King Day, Easter Sunday, Memorial Day, July 4, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day). Clinicians and staff shall be permitted to leave the Jail during their scheduled shift for meal breaks for such reasonable time periods as do not impair their ability to fulfill their onsite assigned duties. It is understood that 3C Clinicians and other staff who will provide Services at the Jail will be subject to and cooperate with background checks and onsite screening pursuant to Jail policies and procedures to ensure such persons do not present a potential or actual security risk.

M. Communicable (Infectious) Diseases.

1. Upon the express request of the Jail Administrator, the Medical Director shall include in the Jail Healthcare Policies and Procedures provided pursuant to this Agreement, limited policies and procedures for the Jail's response and handling of communicable diseases in the Inmate population, and shall furnish medically necessary treatment to Inmates with a confirmed diagnosis of a communicable disease consistent with accepted medical standards, guidelines and protocols published by the Centers for Disease Control ("CDC"), as may be supplemented by state public health authorities.

2. Upon the written request of the Jail Administrator, 3C will arrange with the local or regional public health authority (as applicable) to provide Inmates the opportunity to be vaccinated against common communicable diseases for which FDA approved vaccines listed in Table II of **Schedule A** are reasonably available. The Jail shall be responsible to directly pay the public health authority for the cost of the vaccination services.

3. Notwithstanding Sections II.M.1 and 2 above, the Jail acknowledges that prevention and management of any communicable disease in the Jail is an Excluded Service and 3C does not have the ability or resources to prevent, control or contain the transmission or spread of any communicable disease to or among Inmates, Jail staff or visitors to the Jail other than by 3C Clinicians individual exercise of infection control precautions and procedures in accordance with then current CDC guidelines, and reasonable care. Accordingly, the Jail agrees that 3C is not and shall not be responsible for the Jail's failure to comply with any policy and procedure furnished or communicated by 3C generally, or related to a communicable disease, or to prevent or contain the transmission or spread of any communicable disease among the Inmate population or otherwise persons at the Jail. The Jail further acknowledges and agrees that 3C, including its members, officers, Clinicians, non-clinical staff, agents, representatives, heirs and assigns, are not and shall not be responsible to prevent or control, or liable for the contraction by any Inmate, Jail staff, or other person coming upon the Jail's premises of a communicable disease, or for the temporary or permanent physical, medical, mental or financial consequences or death arising therefrom. The Jail further hereby forever waives and releases 3C, including its members, officers, employees, Clinicians, representatives, heirs and assigns, is forever barred from asserting against 3C or any of them any and all existing and future claims or demands (including but not limited to for indemnity and/or contribution) arising out of or related to any communicable disease. If and to the extent the terms of this Section conflict with any other term of this Agreement, the terms of this Section shall control.

N. Base Contract Amount. The Jail shall pay 3C the annual Base Contract Amount of \$784,137.96 in advance in monthly increments of \$65,344.83 each, with the first monthly payment due on or before June 30th, 2024, and on the first day of each month thereafter.

O. Cost Pool Amount. In addition to the Base Contract Amount, the Jail shall pay 3C the annual Cost Pool Amount of \$40,000.00 in advance in monthly increments of \$3,333.33, with the first monthly payment due on or before June 30th, 2024, and on the first day of each month thereafter. The Cost Pool Amount shall be administered by 3C as follows:

1. 3C will establish and maintain a dedicated Cost Pool checking account for the Jail at an FDIC insured Banking institution into which all monthly Cost Pool payments received by 3C shall be deposited. All Ancillary Services provided for Inmates that are designated as Cost Pool Services in **Table II of Schedule A** will be billed by the provider to the Jail as the responsible payor, and paid by 3C for the Jail from the Cost Pool account at the repriced amount per applicable state law. All provider invoices paid by 3C from the Cost Pool account will be available for review by the Jail Administrator at any time upon reasonable written request.. 3C shall send copies of all monthly bank statements for the Cost Pool account to the Jail Administrator as soon as reasonably practicable and arrange with the selected Bank for permission for the Jail Administrator to view and monitor the account online, provided that the Jail Administrator shall not have signature rights or otherwise be authorized in person or electronically to access or withdraw funds from the account.

2. 3C will reconcile monthly Cost Pool expenditures with the monthly Cost Pool payment at the end of each month. In the event monthly expenditures for Cost Pool Services exceed the monthly Cost Pool payment, 3C will invoice the Jail for the excess amount. Payment shall be due within thirty (30) days of the invoice date. If annual Cost Pool expenditures do not exceed the annual Cost Pool Amount, 3C shall apply or disburse the remainder of the annual Cost Pool Amount as directed by the Jail Administrator.

3. 3C shall provide the Jail Administrator a monthly accounting of all expenditures for Inmate medical care attributable to the Base Contract Amount and Cost Pool Amount for the preceding month.

P. **Other Charges.** Jail agrees to pay 3C at the rate of \$45 per hour for each hour worked by 3C RNs and LPNs onsite at the Jail in excess of 208 per week. 3C will invoice the Jail monthly for excess hours worked in the preceding month. Payment shall be due within thirty (30) days of invoice date.

III. DUTIES AND RESPONSIBILITIES OF JAIL.

A. **Jail Healthcare Policies and Procedures.** The Jail Administrator shall make available to all Jail staff the Healthcare Policies and Procedures established by the Medical Director for the Jail and direct all staff entrusted with the management, supervision and care of Inmates to follow such policies and procedures to ensure that Inmates medical needs are timely recognized, attended to and reported to 3C. 3C is not responsible for the consequences, including to any Inmate, of the failure of Jail personnel to follow a Healthcare Policy or Procedure.

B. **Jail Facilities.** During the Agreement Term, the Jail shall make exclusively available to 3C Clinicians and other authorized 3C personnel the following:

1. Adequate, reasonably private, secure office space, and space to conduct medical examinations, hold Sick Call and have confidential communications with Inmates regarding their health and medical needs (which are privileged patient-provider communications) and otherwise meet 3Cs obligations under this Agreement, with access to and use of Jail maintained telephone and fax lines, internet connection, office equipment, and sufficient heating, cooling, lighting and security;

2. Adequate, secure, storage space for medical equipment, supplies, medications, and to keep, maintain and access Inmate medical records, within or adjacent to 3C's designated office and medical examination space described above.

C. **Inmate Medical Records.** During the Agreement Term and for such time period thereafter as necessary under applicable law, the Jail Administrator through its medical authority will make available to 3C those Inmate medical records relating to 3C's provision of Services under this Agreement as 3C may reasonably request in connection with the investigation or defense of any threatened, asserted or alleged claim by an Inmate, former Inmate, third party provider or government agency. Such records, to the extent reasonably available to or under the control of the Jail or its medical authority, and consistent with HIPAA and other applicable laws, shall include Inmate medical records maintained by the Jail or by any offsite healthcare facility or provider involved in the care of the Inmate or Inmates that is the subject of such investigation or claim as well as any financial records directly related to the payment or reimbursement for such care. 3C will maintain the confidentiality and security of all such records provided under this Section III.C and will not use or disclose such records or PHI contained therein without the written consent of the Jail Administrator and its medical authority and as permitted by law.

D. **Inmate Copays/Fees.** The Jail shall be solely responsible for collecting any and all co-pays or other fees from Inmates charged by Jail for any medical or pharmacy services or supplies provided by 3C.

E. Jail Security. The Jail acknowledges that the physical safety of 3C Clinicians and other 3C staff working at the Jail is of utmost priority to 3C and that the Jail is solely responsible for maintaining the physical security of the Jail facility (including space designated for use by 3C under Section III.B above), and its Inmates and other detainees, including to allow 3C personnel to safely provide the onsite primary care and other Services described in this Agreement. The Jail shall provide Jail security staff for the safety and protection of 3C personnel working at the Jail at all times. At any time 3C Clinicians or other staff have reasonable concern for their safety while at the Jail, or with regard to providing care for a particular Inmate, they shall immediately notify Jail security staff and request additional security measures and personnel be provided. Failure by the Jail to provide adequate security for 3C Clinicians and other staff or additional security when requested shall be grounds for 3C, in its sole discretion, to suspend care for an Inmate who presents a security risk, or to suspend all onsite Services (as applicable to the circumstances) until such security failure is corrected by the Jail to 3C's reasonable satisfaction, and further to terminate this Agreement for breach pursuant to Section V of this Agreement, if not corrected.

E. Offsite Emergency Providers. The Jail shall establish and maintain arrangements with local healthcare providers and facilities for 24 hour emergency medical, ambulance, hospital, dental and psychological services for Inmates pursuant to Jail Regulations. The Physician or APP on the 24 hour call line maintained by 3C shall be available to coordinate and facilitate emergency care with such local providers and facilities.

F. Inmate Medications. In the event, due to limited scheduling of 3C onsite Clinicians under this Agreement, it is necessary for Jail staff to directly administer medications to Inmates at any time during the Agreement Term, the Jail shall be solely responsible to ensure Jail staff are adequately trained to do so and only administer medications to Inmates in the dosage and frequency prescribed.

G. New Inmates. Upon receiving an individual for admission to the Jail, when a 3C onsite Clinician is not available, Jail staff shall:

1. Perform an initial medical screening of the individual in accordance with Jail Regulations and document all required screening data on a form approved by the Jail Administrator;
2. Upon an Inmate's admission, inform the Inmate of Jail procedures for requesting/obtaining medical care, over-the-counter medications, and handling of prescription medications (if applicable);
3. Notify 3C of an Inmate's admission to the Jail within 24 hours, and provide 3C with a copy of the Inmate's completed medical screening form;
4. Comply with Jail Regulations, and not accept for admission to the Jail any person who is critical injured or ill, unconscious, incoherent (for any reason and regardless of the reason), or has a blood alcohol content level deemed an emergency medical condition, and immediately order and arrange for the transfer of any such individual to the nearest hospital emergency department for screening and care.

G. Inmate Medical Complaints and Events.

1. Jail staff will document in the Jail's management information system ("MIS"), and communicate to the 3C Clinician on duty or on-call (as applicable) all Inmate medical complaints and requests for medical care received;
2. Jail staff will immediately report to the 3C Clinician on duty or on call (as applicable), and document in the Jail's MIS pursuant to Jail Regulations the following:
 - When an Inmate reports, is reported, or is witnessed, to have an urgent or emergency medical or psychological condition or illness that a reasonably prudent person exercising ordinary care under similar circumstances would understand to require immediate medical attention;

- When an Inmate is injured, and make the injured Inmate available for immediate physical examination by the 3C Clinician on-duty, or contact the 3C Clinician on-call to provide or arrange for a physical examination;
- An Inmate's refusal of medical attention or care for an injury or illness;
- When an Inmate is assessed by Jail staff to be at risk of suicide;
- An Inmate's suicide attempt;
- The death of an Inmate.

H. **Non-Interference.** The Jail shall be responsible to mandate and require Jail staff's reasonable cooperation with 3C Clinicians and staff to accommodate and not restrict the performance by 3C Clinicians of their professional clinical duties except as necessary to ensure Jail security procedures are followed for their safety and that of Jail staff.

I. **Required Healthcare Training.** The Jail Administrator shall ensure that Jail staff receive periodic health related training and education mandated by Jail Regulations, including but not limited to training, when applicable and required, regarding any or all of the following subjects: basic first aid and emergency procedures, supplies and equipment available in the Jail, medical screening of individuals received by the Jail for admission, cardiopulmonary resuscitation (CPR), universal precautions for infection control, recognition of symptoms of common illnesses; recognition of symptoms of mental illness or intellectual disability, suicide screening and prevention. The Jail Administrator will further ensure that the Jail has and maintains one or more Automated Emergency Defibrillators (AED) on the Jail premises and readily accessible by 3C Clinicians.

IV. INSURANCE, LIABILITY, INDEMNIFICATION.

A. **Insurance.** During the Agreement Term:

1. 3C shall maintain in full force and effect (i) professional medical liability insurance coverage with policy limits of \$1,000,000.00 per occurrence, \$5,000,000.00 in the aggregate, covering the administrative services of 3C's Medical Director and medical services of 3C employed and contracted non-physician Clinicians; (ii) general liability insurance coverage with policy limits of \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate; and workers' compensation insurance in such policy limits required by applicable state law. A certificate of insurance shall be provided at any time upon request of the Jail.

2. 3C shall require any independent Physician under contract with 3C to provide medical care and treatment to Inmates under this Agreement to maintain in full force and effect professional medical liability insurance with limits of \$1,000,000.00 per occurrence, \$3,000,000.00 in the aggregate naming 3C as an additional insured thereon and to furnish 3C or the Jail a certificate of insurance confirming such coverage upon reasonable request.

3. 3C shall notify the Jail Administrator in writing of the anticipated lapse of any policy described in this Section A by 3C of any lapse of any required insurance coverage.

B. **Liability.** Each party will be responsible for any and all damages, claims, liabilities, judgments, attorneys or other professional fees, costs (including court costs) and expenses, which the party may incur as a result of that party's own negligence or intentional misconduct in the performance of this Agreement.

C. **Notice of Investigation or Claim.** Each party agrees, upon receiving notice of an investigation or a threatened or asserted Inmate or third party claim against the other party related to the performance of this Agreement, the party receiving such notice will notify the other party in writing of same within five (5) business days and the parties shall reasonably cooperate with each other to facilitate the defense of such claim.

V. TERM AND TERMINATION

A. **Agreement Term.** The initial Term of this Agreement shall be for a period of 1 year(s), commencing on the Effective Date first set-forth above, and ending June 30th, 2025, unless terminated earlier pursuant to V.B below. This Agreement will automatically renew at the end of the initial Term and annually thereafter for one-year renewal Terms, unless one party gives the other party written notice of non-renewal at least ninety (90) days prior to the last day of the then current annual Term. Upon each annual renewal, the Base Contract Amount shall increase by a percentage amount reasonably determined necessary by 3C to assure ongoing delivery of quality medical care to Inmates. The initial and any renewal Term shall together be referred to as the "Agreement Term."

B. **Termination.**

1. **Without Cause.** Either party may terminate this Agreement without cause upon sixty (60) days prior written notice to the other party.

2. **For Cause for Breach.** Either party may terminate this Agreement in the event of a material breach by the other party by giving the breaching party written notice of the breach and intent to terminate thirty (30) calendar days prior to the effective date of termination. The Agreement will terminate on the termination date stated in the notice unless the breaching party has cured the breach to the non-breaching party's reasonable satisfaction within that same thirty (30) day period, which cure period may be extended by the non-breaching party at its discretion.

C. **Post Termination.** Upon termination of this Agreement, the rights of each party hereunder will terminate, provided, however, that:

1. The Jail shall remain responsible for the timely payment to 3C for all services rendered and charges accrued by 3C under this Agreement through and including the termination date, as invoiced.

2. The Medical Director and 3C will appropriately communicate and cooperate with the Jail's successor medical director or other designated medical authority to transfer Inmate medical records and furnish all other necessary medical information for the handoff and transfer of clinical responsibility for the medical care of Inmates with chronic conditions or otherwise under an active course of treatment as of Agreement termination date.

VI. MISCELLANEOUS.

A. **Entire Agreement.** This Agreement, including all **Schedules** referenced herein and attached hereto, together contain the complete understanding and agreement between the parties and supersede all prior representations, understandings, warranties, and agreements between the parties, both oral and written, concerning the subject matter of this Agreement.

B. **Provisions Severable.** The provisions of this Agreement are independent of and severable from each other, and no provision will be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or other provision has been determined, or held by a court of competent jurisdiction to be invalid or unenforceable in whole or in part.

C. **Good Faith Cooperation.** At all times during the Term of this Agreement, the parties will deal with each other in good faith, and, to the extent compatible with the separate and independent management of their respective operations and business, will maintain an effective liaison and close cooperation with each other to provide medically necessary, cost-efficient Services to Inmates.

D. **Waiver.** No waiver, alteration, or modification of this Agreement will be valid unless in each instance a written memorandum specifically expressing such waiver, alteration, or modification is signed by the Jail Administrator and the Manager of 3C.

E. **Waiver of Breach.** The failure of either party to object to or to take affirmative action with respect to any conduct of the other which is in breach of this Agreement will not be construed as a waiver of that breach or of any prior or future breaches of this Agreement.

G. **Amendment.** This Agreement shall be automatically amended without requiring the signature of either party for the parties' mutual compliance with any change or amendment to applicable local, state or federal law affecting the terms and conditions herein, including any amendment to Jail Regulations. No other amendment to the terms and conditions of this Agreement shall be valid or enforceable unless made in writing and signed by an authorized representative of each party.

H. **Choice of Law.** This Agreement will be governed in all respects by the laws of the Commonwealth of Kentucky, and applicable federal law.

I. **Assignment.** Neither party may transfer, sell or assign its rights or obligations under this Agreement to any third party without the other party's express written consent, which consent shall not be unreasonably withheld; except that 3C may transfer or assign its rights or obligations under this Agreement to any corporate affiliate of 3C without the express written consent of the Jail.

J. **Force Majeure Event.** When a party to this Agreement, despite a good faith effort, is unable to meet an obligation or deadline by which the party is required to take action hereunder as the result of a Force Majeure Event, that party will not be deemed in default or breach of this Agreement; provided the party experiencing the Force Majeure Event promptly notifies the other party of its inability to meet the deadline, and the reason therefor. Upon the other party's receipt of such notification, the parties may mutually agree in writing to extend the applicable deadline until such time as the party experiencing the Force Majeure Event is able to resume operations, or alternatively, to suspend or terminate this Agreement.

K. **Governing Authority.** Each party represents to the other party that its representative signing below has been duly authorized by, as applicable, its governing fiscal or other agency, council, body or board, to enter into this Agreement.

L. **Construction.** The terms and conditions of this Agreement have been carefully reviewed and considered by each party and their respective legal representatives, and shall not be construed against either party as the drafter hereof.

M. **Notice.** All notices or other communications required or permitted by this Agreement to be given by one party to the other shall be in writing and considered received by the recipient within three (3) business days of the sender placing such notice with an established overnight carrier for receipted delivery, or sending by U.S. certified mail, postage prepaid, return receipt requested, addressed to the recipient as follows, or to such new address as the recipient may subsequently give notice of to the sender in the manner provided in this Section VI.M:

If to 3C:

James B. Wiseman, Manager/CEO
West Kentucky Correctional Healthcare, LLC
34 US Highway 68 East, Unit A
P.O. Box 735
Benton, Kentucky 42025

If to Jail:

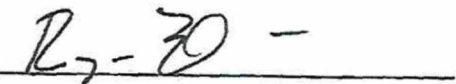
Steve Tussey, Jailer
Madison County Detention Center
107 W. Irvine Street
Richmond, Kentucky 40475

O. **Survival of Terms.** The following provisions of this Agreement shall survive its termination: Section I, Section II.H, Section III.C, Section IV.B, Section IV.C, Section V.C, and this Section VI.

P. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together will constitute one and the same instrument.

Q. Independent Contractors. The relationship between the Jail and 3C is that of independent contractors contracting with each other at arm's length. Nothing in this Agreement will be construed to place the parties in the relationship of employer-employee, principal-agent, partners, or a joint venture. Neither party has the authority to bind, commit or make any representations, claims or warranties, express or implied, on behalf of the other party without first obtaining the other Party's written consent. Nor shall either party be responsible for the payment of any wages, salary or other compensation or benefits of employment, nor for the withholding of payroll taxes, or for providing workers compensation or any other insurance required by law, for the other party's officers, employees, agents or subcontractors.

IN WITNESS of the parties mutual agreement to all of the foregoing, they hereby execute this Agreement by and through their respective authorized representatives as of the Effective Date first stated above.

WEST KENTUCKY CORRECTIONAL HEALTHCARE, LLC, d/b/a COMPREHENSIVE CORRECTIONAL CARE (3C) By:  James B. Wiseman Managing Member/CEO	MADISON COUNTY DETENTION CENTER (JAIL) By:  Steve Tussey Jailer
MADISON COUNTY FISCAL COURT By:  Reagan Taylor Madison County Judge Executive	

SCHEDULE A
3C Health Care Services

TABLE I: CLINICIAN COVERAGE and SERVICES INCLUDED IN BASE CONTRACT AMOUNT	
CLINICIAN COVERAGE	
• Onsite Physician or APP	Weekly
• On-Call Physician or APP	24 / 7
• Medical Team Administrator	Onsite 8 hours per day / 5 days per week (40 Hours Weekly)
• Staff Nursing (RN, LPN) or EMT/Paramedic	Onsite 24 hours per day / 7 days per week (168 Hours Weekly)
• Mental Health Provider	8 Hours per Week Coverage
PRIMARY CARE SERVICES	
• Inmate Medical Assessment	Within 14 days of Admission
• Triage	As clinically indicated / Clinician onsite with Physician/APP available remotely for consultation/orders
• Sick Call	As scheduled by Jail / Clinician onsite with Physician/APP available remotely for consultation/orders
• Care of Medically Fragile Inmates	As clinically indicated / Clinician onsite with Physician/APP available remotely for consultation/orders
• Suicide Risk Assessments	Upon request of Jail staff, Inmate or Clinician observation / Clinician onsite with Physician/APP available remotely for consultation
• Medical Clearances for intra-agency and inter-agency transfers	As scheduled by Jail / Clinician onsite with Physician/APP available remotely for consultation/orders
• Work Clearances	As scheduled by Jail / Onsite Physician/APP. Limited to basic physical examination to ensure inmate is physically capable of performing assigned work duties.
• Continued Care of Identified Health Problems	As clinically indicated / Clinician onsite with Physician/APP available remotely for consultation/orders
• Chronic Care Clinic	As clinically indicated
• Substance Use Withdrawal Management	Upon request by Jail staff / Clinician onsite with Physician/APP available remotely for consultation/orders as medically indicated upon inmate admission medical screening
• Emergency Care.	Clinician onsite with Physician/APP available remotely for emergency consultation. Onsite Clinician care for an identified emergency medical condition limited to that which is within the scope of the Clinician's licensure, training, experience and capability to provide on the Jail premises and immediate referral for emergency first responder provider services.
• Mental Health	8 Hours per week (Monday-Friday)
ADMINISTRATIVE SERVICES	
• Health Care Policies and Procedures	Reviewed, revised, updated
• 3C Treatment Protocols for delivery of medical services	Reviewed, revised, updated
• Quarterly Education and Training for Jail Personnel	To include annual first aid, CPR, suicide risk assessment/ prevention training, initial medical screening, such other 3C recommended or Jail Administrator requested relevant health care topics 3C determines it is feasible to provide.

SCHEDULE A
3C Health Care Services

TABLE II: ANCILLARY THIRD PARTY PROVIDER SERVICES /SUPPLIES	COST POOL SERVICE	BASE CONTRACT	EXCLUDED	JAIL PAYS DIRECTLY
PHARMACY	X			
• J&R Formulary Prescription and Non-Prescription (OTC) Medications (Formulary Attached)				
• Stock Medications	X			
• J&R Non-Formulary Prescription and OTC medications	X			
LABORATORY	X			
RADIOLOGY	X			
INPATIENT CARE	X			
OFF-SITE OUTPATIENT CARE	X			
SPECIALTY PROVIDER SERVICES	X			
MENTAL HEALTH		X		
DENTAL CARE	X			
AMBULANCE SERVICE	X			
DURABLE MEDICAL EQUIPMENT/SUPPLIES	X			
PROSTHETICS	X			
OPTICAL / AUDIOLOGY SERVICES (Glasses, Contact Lenses, Ophthalmic Supplies, Hearing Aids/Batteries)	X			
VACCINATIONS (LIMITED TO INFLUENZA, COVID-19)	X			
ELECTRONIC MEDICAL RECORDS			X	
DISPOSABLE MEDICAL SUPPLIES / EQUIPMENT	X			
MEDICAL WASTE DISPOSAL	X			
OFFICE SUPPLIES (e.g., paper, pens, charts/folders, staplers, paper clips, subject to Jail policy)	X			
OTHER (healthcare services deemed necessary by Jail Administrator)	X			
THIRD-PARTY PROVIDER CLAIMS REPRICING		X		