

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 2021-90**

A RESOLUTION FOR AMENDMENT #5 TO THE 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, the County and SHP desire to amend the Health Services Agreement dated October 20, 2014 between the County and SHP; and

WHEREAS, the County and SHP agree to reduce the Average Daily Population ("ADP") from 375 inmates to 300 inmates; and

WHEREAS, if the daily inmate population exceeds 300 inmates for any given month, the compensation payable to SHP by the County shall be increased by a per diem rate of \$1.42 for each inmate over 300; and

NOW, THEREFORE, in consideration of the covenants and promises hereinafter made, the County agrees to Amendment #5 to the Health Services Agreement to become effective July 1, 2021 as follows:

CURRENT CONTRACT PRICE	\$395,762.04 annually (\$32,980.17 per month)
Renewal rate increase of 2% with per diem rate of \$1.42 > 375	\$7,915.20 annually (\$659.60 per month)
Contract Change: Reduce ADP to 300 inmates; New ADP: \$1.42 > 300	-\$13,687.56 annually (-\$1,140.63 per month)
NEW CONTRACT PRICE AS OF 7/1/2021	\$389,989.68 annually (\$32,499.14 per month)

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

Motion made by Tom Botkin, seconded by Paul Reynolds

Vote:

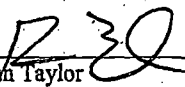
Yes

No

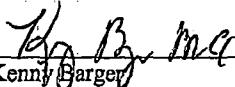
Judge Reagan Taylor
Magistrate Paul Reynolds
Magistrate John Tudor
Magistrate Roger Barger
Magistrate Tom Botkin

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Signed:


Reagan Taylor
Madison County Judge Executive

Attested:


Kenny Barger
Madison County Clerk

AMENDMENT #5
TO
HEALTH SERVICES AGREEMENT

This AMENDMENT #5, 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 _____, 2021.

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 1.1 is hereby amended and replaced in its entirety by the following:

1.1 General Engagement. County hereby contracts with SHP to provide for the delivery of medical, basic dental and basic mental health services to inmates of Jail to the extent set forth herein. This care is to be delivered to individuals under the custody and control of County at the Jail, and SHP enters into this Agreement according to the terms and provisions hereof. Basic dental services shall mean the starting point of dental services whereby SHP medical staff will triage patients based on signs/symptoms, provide pain relief medication if needed, and treat any infection prior to scheduling dental services with an outside provider. Basic mental health services shall mean the starting point of mental health services whereby SHP medical staff will continue, to the extent practicable, any prior mental health treatment plan a now-incarcerated patient had in place, or, upon identification of a mental health service need, may have an on-site provider(s) prescribe a low-level mental health medication until patient can be scheduled and seen by an outside mental health professional, if needed. County acknowledges this Agreement also includes the provision of additional mental health services by SHP as set forth in Section No. 2.1 herein.

Section 1.2 is hereby amended and replaced in its entirety by the following:

1.2 Scope of General Services. The responsibility of SHP for care of an inmate commences no earlier than the booking and physical placement of said inmate into the Jail and notification to a member of the SHP medical staff of the same and to the extent SHP medical staff is on-site. The health care services provided by SHP shall be for all persons committed to the custody of the Jail, except those identified in Section No. 1.6. SHP shall provide and/or arrange for professional medical, dental, mental health and related health care services for the inmates, regularly scheduled sick call, nursing care, regular physician care, medical specialty services, emergency medical care, emergency ambulance services when medically necessary, medical records management, pharmacy services management, administrative support services, and other services, all as more specifically described herein. As more fully explained in Section No. 1.4 herein, none of the services to be provided by SHP as described herein shall alter or eliminate the duty and ability of the County, through its employees, to arrange for emergency medical care at any time.

SHP shall be financially responsible for the costs of all SHP physician, mid-level provider and nurse staffing, over-the-counter medications, medical supplies, on-site clinical lab procedures, medically-generated hazardous waste disposal, office supplies, and administrative services.

Effective November 1, 2017, SHP shall also be financially responsible for the costs of routine prescription medications up to a maximum limit of \$52,000.00 per annual contract period. County acknowledges that certain costs associated with providing medical care to inmates are excluded from this Agreement and shall be the financial responsibility of County, including, but not limited to, the costs of routine prescription medications (in excess of \$52,000.00 maximum limit per annual contract period provided by SHP), all non-routine prescription medications (medications related to treatment of HIV+/AIDS, renal failure, hepatitis, cancer, muscular dystrophy, multiple sclerosis, hemophilia, Crohn's disease and tissue/organ rejection), all biological products used to prevent, diagnose or treat diseases and medical conditions (including, but not limited to the costs of PPD solution for inmate Tuberculosis testing), all x-ray procedures (inside and outside the Jail), all dental services (inside and outside the Jail) and all medical and mental health services rendered outside the Jail, and further, that such costs shall not otherwise be the financial responsibility of SHP. The costs of emergency kits and restocking of emergency kit supplies and any necessary license or permit fees are excluded from this Agreement, the charges for which shall be paid by SHP on the County's behalf and thereafter invoiced to County for one-hundred percent (100%) reimbursement to SHP, payable by County within thirty days of the SHP invoice date. For purposes of this Section 1.2, the maximum limit for routine prescription medications per annual contract period will be prorated for any contract period of less or more than twelve months.

SHP may not provide and/or shall not pay for any services, supplies, equipment or other items not specifically contained in this Agreement. Arrangements may be made in agreement with the County for SHP to purchase items or provide services, outside of this Agreement, and by mutual agreement between the County and SHP. Any such agreements shall be in writing.

Should new legislation require substantial or new medical directives to SHP in the provision of services under this Agreement, SHP shall not be financially responsible for changes to its program, rather SHP would have the ability to seek from the County any additional monies to fund such directives.

Section 1.4 is hereby amended and replaced in its entirety by the following:

1.4 Emergency Services. When on-site, SHP staff shall be a resource for providing on-site emergency medical care, as medically necessary, to inmates, or for arranging for emergency ambulance transportation of inmates for off-site care. The costs of emergency ambulance transportation shall either be billed directly to County by the provider or placed in the annual cost pool, at the County's election. County acknowledges that, whether or not an SHP staff member is on-site during or outside of regular scheduled hours as set forth in Section No. 2.1 herein, in the event of a serious medical emergency, Jail staff shall retain the right and ability to contact an ambulance provider directly for the transportation of an inmate for emergency medical services outside the Jail or to arrange for the transport of an inmate for emergency medical services, and further that, in no event shall Jail staff be required to contact SHP medical staff prior to initiating life-saving measures, contacting the local 911 service or other third-party calling programs, or otherwise seeking the highest priority emergency medical attention, as reasonable and appropriate, for any inmate in need of immediate medical care.

Section 2.7 is hereby inserted with a new provision as follows:

2.7 Training of Personnel. SHP shall provide annual training courses in Cardiopulmonary Resuscitation (CPR) and First Aid, as requested by the County. The cost of certification shall be the responsibility of the County. SHP shall also provide additional training courses on a variety of topics, at no cost to the County, upon request by the County to SHP. Such

training courses shall be scheduled by the County and SHP at a mutually agreed upon time and location. It is hereby acknowledged by the parties that any such training would be supplemental to any training required by the State or any other governmental body for correctional officers. The County recognizes and acknowledges that the County shall be responsible for training of its own employees and agents. County training of its own staff shall include training regarding intake and screening, and medical services for inmates, as required by federal and/or state statute, regulation, and/or law.

SHP recognizes that certain training of SHP medical staff may need to be accomplished by the County for the purposes of inmate interaction, and as may be required by statute, regulation and/or law. SHP may require reimbursement of these training period hours if they are over and above the contracted on-site hours as agreed upon within the proposal and this Agreement.

Section 5.5 is hereby inserted with a new provision as follows:

5.5 Infection Control – Personal Protective Equipment (PPE). SHP and County understand that adequate infection control PPE are essential and necessary for the health and safety of the agents, employees and subcontractors of SHP as well as for the health and safety of inmates and County's staff, consistent with the correctional setting. SHP shall be financially responsible for the reasonable costs associated with providing sufficient infection control PPE for its employees and/or subcontractors in compliance with regular County, State or Federal entity requirements or regulations. In the instance of any outbreak, pandemic, jail directive/instruction, or other unusual infection control situation, additional PPE supplies and/or cost increases above SHP's usual practice and procedure shall be assessed back to the County either through a contracted cost pool structure or direct billing back to the County for reimbursement to SHP.

Section 6.1 is hereby amended and 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, 2022, 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 6.2 is hereby amended and replaced in its entirety by the following:

6.2 Termination. This Agreement, or any extension thereof, may be terminated as otherwise provided in this Agreement or as follows:

- (a) Termination by agreement. In the event that each party mutually agrees in writing, this Agreement may be terminated on the terms and date stipulated therein.
- (b) Termination for Cause. SHP shall have the right to terminate this Agreement at any time for Cause, which may be effected immediately after establishing the facts warranting the termination, and without any further obligation to County, by giving written notice and a statement of reasons to County in the event:
 - (i) the safety and security of SHP personnel is determined by SHP, in its sole discretion, to be compromised, either as a direct, or indirect, result

of County's failure to provide adequate security services, the provision of which is a continuing precondition of SHP's obligation to perform work under this Agreement, or

- (ii) County fails to compensate SHP for charges or fees due, either in whole, or in part, under this Agreement, according to the terms and provisions as stated herein.

Cause shall not, however, include any actions or circumstances constituting Cause under (i) or (ii) above if County cures such actions or circumstances within a specified period following delivery of written notice by SHP setting forth the actions or circumstances constituting Cause, during which period SHP may permit County, solely by express agreement, time to provide sufficient remedy to SHP's satisfaction. In all cases, this Agreement may be terminated immediately by SHP, without notice, if, in SHP's sole discretion, such immediate termination of services is necessary to preserve the safety and well-being of SHP personnel.

Upon such a termination for Cause, County acknowledges that, SHP shall be entitled to all compensation fees and charges due for services rendered hereunder, without penalty or liability to SHP, up through and including the last day of services, and further that, County shall be obligated to compensate SHP accordingly for such services rendered up through and including the last day of services, consistent with the terms and provisions of this Agreement. If any costs relating to the period subsequent to such termination date have been paid by County in the case of (i) above, SHP shall promptly refund to County any such prepayment.

- (c) Termination or non-renewal by Cancellation. This Agreement may be canceled or non-renewed without cause by either party upon sixty (60) days prior written notice in accordance with Section 9.3 of this Agreement.
- (d) Annual Appropriations and Funding. This Agreement shall be subject to the annual appropriation of funds by the Madison County Fiscal Court. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement through and including the last day of service.

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

7.1 Base Compensation. Effective July 1, 2021, County will compensate SHP based on the twelve-month annualized base price of \$389,989.68 during the term of this Agreement, payable in monthly installments. Monthly installments based on the twelve-month annualized base price of \$389,989.68 will be in the amount of \$32,499.14 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 7.2 is hereby amended and replaced in its entirety by the following:

7.2 Increases in Inmate Population. County and SHP agree that, effective July 1, 2021, the annual base price is calculated based upon an average daily inmate population of up to 300. If the average daily inmate population exceeds 300 inmates for any given month, the compensation payable to SHP by County shall be increased by a per diem rate of \$1.42 for each inmate over 300. The average daily inmate resident population shall be calculated by adding the population or head count totals taken at a consistent time each day and dividing by the number of counts taken. The excess over an average of 300, if any, will be multiplied by the per diem rate and by the number of days in the month to arrive at the increase in compensation payable to SHP for that month. In all cases where adjustments become necessary, the invoice adjustment will be made on the invoice for a subsequent month's services. For example, if there is an average population for any given month of 305 inmates, resulting in an excess of five (5) inmates, then SHP shall receive additional compensation of five (5) times the per diem rate times the number of days in that month. The resulting amount will be an addition to the regular base fee and will be billed on a subsequent monthly invoice.

This per diem is intended to cover additional cost in those instances where minor, short-term changes in the inmate population result in the higher utilization of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as new fixed staffing positions that might prove necessary if the inmate population grows significantly and if the population increase is sustained. In such cases, SHP reserves the right to negotiate for an increase to its staffing complement and its contract price in order to continue to provide services to the increased number of inmates and maintain the quality of care. This would be done with the full knowledge and agreement of the Jailer and other involved County officials, and following appropriate notification to County.

Section 9.3 is hereby amended and replaced in its entirety by the following:

9.3 Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or delivered by certified or registered first-class mail (return receipt requested, postage prepaid) or Federal Express, UPS or other reputable overnight courier service (with signed delivery confirmation), and transmitted by electronic mail transmission, including PDF (with delivery and read receipt confirmation), and addressed to the appropriate party(s) at the following address and regularly-monitored electronic mail address of such party, or to any other person at any other address and regularly-monitored electronic mail address as may be designated in writing by the parties:

- a. County: Madison County Fiscal Court
135 West Irvine Street, 3rd Floor
Richmond, KY 40475
Email: _____
- b. SHP: Southern Health Partners, Inc.
2030 Hamilton Place Boulevard, Suite 140
Chattanooga, TN 37421
Attn: President
Email: jennifer.hairsine@southernhealthpartners.com and
lacey.lafuze@southernhealthpartners.com

Notices shall be effective upon receipt regardless of the form used.

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

MADISON COUNTY, KY

BY:

R-J

Date: 8-3-2021

ATTEST:

By R MC
Date: 8-24-21

SOUTHERN HEALTH PARTNERS, INC.

BY:

Jennifer Hairsine
Jennifer Hairsine, President and Chief Executive Officer

Date:

8/16/21