

**AGREEMENT FOR INMATE HEALTH CARE SERVICES**  
**AT JACKSON COUNTY, MISSOURI**  
**Effective July 1, 2016 through June 30, 2019**

This Agreement for Inmate Health Care Services (hereinafter, the "AGREEMENT") entered into by and between the County of Jackson, a political subdivision in the State of Missouri, (hereinafter, the "COUNTY") acting by and through its COUNTY Director, (hereinafter, the "DIRECTOR") and Correct Care Solutions, LLC, (hereinafter ("CCS")) a Kansas Limited Liability Company.

**RECITALS**

**WHEREAS**, the County is charged by law with the responsibility for administering, managing and supervising the health care delivery system of the Jackson County Detention Center and Regional Correctional Center (hereinafter, the "RCC") located at 1300 Cherry Street, Kansas City, Missouri (hereinafter, collectively the "CENTER"); and

**WHEREAS**, the COUNTY issued a Request for Proposal No. 4-16 for Comprehensive Medical, Dental and Pharmaceutical Services dated January 15, 2016, and Addendums No. 1 and No. 2, all of which collectively are attached hereto as "Exhibit A" and hereby incorporated into this AGREEMENT by reference; and,

**WHEREAS**, CCS submitted its proposal dated February 16, 2016, in response to the COUNTY'S Request for Proposal No. 4-16. The Scope of Services portion of CCS' proposal is attached hereto as "Exhibit B" and hereby incorporated into this AGREEMENT by reference; and

**WHEREAS**, the objective of the COUNTY is to provide for the delivery of quality health care to the INMATES and DETAINEES of the CENTER (hereinafter, "CENTER POPULATION"), in accordance with applicable law.

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

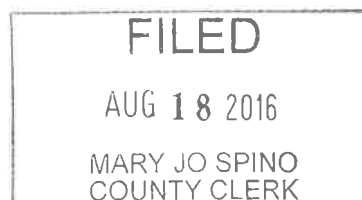
**DEFINITIONS**

**CCS CHIEF MEDICAL OFFICER** – CCS's Chief physician who is vested with certain decision making duties under this AGREEMENT.

**CONTRACT YEAR** – The initial, and any successive, twelve (12) month period beginning with the effective date of the AGREEMENT.

**COUNTY INMATES/DETAINEES** – An INMATE/DETAINEE held under the jurisdiction of the COUNTY or DIRECTOR. COUNTY INMATES/DETAINEES may be housed in the CENTER or in another jurisdiction's correctional facility. However, COUNTY INMATES/DETAINEES housed in another jurisdiction are not covered by the provisions of this AGREEMENT unless CCS administers health care services at the other jurisdiction's facility and is specifically set forth below.

**COVERED PERSONS** – An INMATE/DETAINEE of the CENTER who is: (1) part of the CENTER's MADP; and (2) FIT FOR CONFINEMENT; and (3)(a) incarcerated in the CENTER; or (b) on work release status.



**DETAINEE** – An adult or juvenile individual whose sentence has not yet been adjudicated and is held as a pre-trial detainee or other individual held in lawful custody.

**FIT FOR CONFINEMENT** – A determination made by a CCS authorized physician and/or health-trained CENTER staff that an INMATE/DETAINEE is medically stable and has been medically cleared for acceptance into the CENTER. Such determination shall only be made after resolution of any injury or illness requiring immediate transportation and treatment at a hospital or similar facility.

**HEALTH CARE STAFF** – Medical, mental health and support staff provided or administered by CCS.

**INMATE** – An adult or juvenile individual who is being incarcerated for the term of an adjudicated sentence.

**MONTHLY AVERAGE DAILY POPULATION (MADP)** – The average number of INMATES/DETAINEES housed in the CENTER on a daily basis for the period of one month. The MADP shall include, but separately list, other county or agency inmates and detainees. The MADP shall be figured by summing the daily population for the CENTER and OTHER COUNTY INMATES/DETAINEES (as determined by a count performed at the same time each day) for each day of the month and dividing this sum by the total number of days in the month. CENTER records shall be made available to CCS upon request to verify the MADP. Persons on work release and not indigent, home confinement, housed outside of the CENTER, and parolees and escapees shall not be considered part of the CENTER's MADP.

**NCCHC** – The National Commission on Correctional Health Care.

**PHYSICIAN EXTENDER** – An advanced level healthcare professional such as a Nurse Practitioner, Physician Assistant, or Clinical Nurse Specialist.

**SPECIALTY SERVICES** – Medical services that require physicians to be licensed in a specialty such as obstetrics, gynecology, or dermatology or other specialized field of medicine, excluding services that are otherwise provided for in this AGREEMENT.

## **ARTICLE I** **HEALTH CARE SERVICES**

- 1.0 **SCOPE OF SERVICES.** CCS shall administer health care services and related administrative services at the CENTER according to the terms and provisions of this AGREEMENT. The costs of the various health care services shall be borne by CCS or the COUNTY as set forth in this Article.
- 1.1 **GENERAL HEALTH CARE SERVICES.** CCS will arrange and bear the cost of the following health care services:
  - 1.1.1 **RECEIVING SCREENING.** A receiving screening of a COVERED PERSON shall be performed as soon as possible after the COVERED PERSON'S booking into the CENTER, not to exceed 180 minutes after the COVERED PERSON's arrival at the CENTER.
  - 1.1.2 **HEALTH ASSESSMENT.** A health assessment of an adult COVERED PERSON shall be performed as soon as possible, but no later than 14 calendar days after the

INMATE/DETAINEE's arrival at the CENTER. The health assessment shall follow current NCCHC standards.

- 1.1.3 SCHEDULED SICK CALL. A qualified healthcare professional shall conduct sick calls for COVERED PERSONS on a timely basis and in a clinical setting.
- 1.2 AMBULANCE SERVICE – NOT COVERED. CCS shall not be responsible for the provision or cost of any ambulance services.
- 1.3 BODY CAVITY SEARCHES/COLLECTION OF PHYSICAL EVIDENCE. CCS HEALTH CARE STAFF will not perform body cavity searches, nor collect physical evidence (blood, hair, semen, saliva, etc.).
- 1.4 DENTAL. CCS shall arrange and bear the cost of on-site dental services. If the dental services cannot be rendered on-site, CCS shall arrange but not bear the cost of off-site dental services.
- 1.5 ELECTIVE MEDICAL CARE - NOT COVERED. CCS shall not be responsible for the provision or cost of any elective care. Elective medical care shall be defined as care which, if not provided, would not, in the sole opinion of CCS's CHIEF MEDICAL OFFICER or designee, cause the INMATE/DETAINEE'S health to deteriorate or cause harm to the INMATE/DETAINEE'S well-being. Decisions concerning elective medical care shall be consistent with the applicable American Medical Association (AMA) Standards.
- 1.6 HOSPITALIZATION – NOT COVERED. CCS shall not be responsible for the provision or cost of any hospitalization services.
- 1.7 LONG TERM CARE – NOT COVERED. CCS shall not be responsible for the provision or cost of any long term care facility services.
- 1.8 MEDICAL EQUIPMENT OVER \$100. In the event that the Parties mutually agree that medical equipment in excess of \$100 per unit cost is required to assist in providing health care services to COVERED PERSONS under this AGREEMENT, the COUNTY shall bear the cost of such equipment.
- 1.9 MEDICAL SUPPLIES/EQUIPMENT OF \$100 OR LESS. CCS shall provide and bear the cost of medical supplies (i.e. alcohol prep pads, syringes, etc.) and equipment (i.e. thermometers, scales, etc.) required to administer the terms of the AGREEMENT, which have a unit cost of \$100 or less. CCS shall not be responsible for the cost of any equipment with a unit cost of \$100 or more.
- 1.10 MEDICAL WASTE. CCS shall arrange and bear the cost of removing and properly disposing of medical waste material generated while fulfilling its duties under this AGREEMENT in accordance with all applicable state laws and OSHA-regulated standards.
- 1.11 MENTAL HEALTH – NOT COVERED. CCS shall not be responsible for the provision or cost of any mental health services.
- 1.12 OFFICE EQUIPMENT. The COUNTY shall be responsible for providing office equipment such as a fax machine and fax line, required for the administrative operations of the medical unit. CCS shall only be responsible for the provision or cost of additional office equipment such as fax machines, computers or printers which do not utilize the COUNTY's network systems.

- 1.13 OFFICE SUPPLIES. CCS shall be responsible for providing office supplies such as books, medical record folders, and forms as required for the administrative operations of the medical unit.
- 1.14 PATHOLOGY/RADIOLOGY SERVICES. CCS shall arrange and bear the cost of all pathology and radiology services (also referred to as laboratory and x-ray services) ordered by a CCS physician for COVERED PERSONS. CCS shall arrange on-site pathology and radiology services to the extent reasonably possible. To the extent pathology and radiology services are required and cannot be rendered on-site, CCS shall make appropriate off-site arrangements for rendering such care. CCS will arrange and coordinate with the DIRECTOR's office or the DIRECTOR'S designee for the transportation for such off-site services. Costs for all pathology and radiology services shall be included in the CAP AMOUNT listed in Section 1.20.
- 1.15 DIALYSIS SERVICES. CCS shall arrange and bear the cost of dialysis services ordered by a CCS physician for COVERED PERSONS. Costs for dialysis services shall be included in the CAP AMOUNT listed in Section 1.20.
- 1.16 PHARMACY SERVICES. CCS shall provide monitoring of pharmacy usage as well as a Preferred Medication List. Except as provided below, CCS shall bear the cost of all prescription and non-prescription over-the-counter medications prescribed by a duly licensed CCS physician for a COVERED PERSON. Costs for all prescription and non-prescription over-the-counter medications for a COVERED PERSON located at the RCC shall be included in the CAP AMOUNT listed in Section 1.20. Costs for prescription and non-prescription over-the-counter medications shall otherwise only be included in the CAP AMOUNT listed in Section 1.20 if specifically provided below.
- 1.16.1 GENERAL. Prescribing, dispensing, and administering of medication shall comply with all State and Federal laws and regulations and all medications shall be dispensed under the supervision of a duly authorized, appropriately licensed or certified health care provider.
- 1.16.2 AIDS, HIV, AND HEP C. CCS shall bear the cost of prescription medication related to the treatment of INMATES/DETAINEES with Acquired Immune Deficiency Syndrome ("AIDS"), Human Immuno-deficiency Virus ("HIV"), Hepatitis C, organ transplants, cancer, neuromuscular disease, and Multiple Sclerosis. Medications related to the treatment of INMATES/DETAINEES with AIDS, HIV, Hepatitis C, organ transplants, cancer, neuromuscular disease and Multiple Sclerosis shall be defined in accordance with the Physician's Desk Reference. Costs for such medications for all COVERED PERSONS shall be included in the CAP AMOUNT listed in Section 1.20.
- 1.16.3 PSYCHOTROPIC MEDICATION. CCS shall arrange and bear the cost of psychotropic and court-ordered medications and medications directed by state hospital psychiatric staff, and testing for COVERED PERSON. Costs for psychotropic and court-ordered medications and testing for all COVERED PERSONS shall be included in the CAP AMOUNT listed in Section 1.20.
- 1.17 PREGNANT COVERED PERSONS. CCS shall arrange and bear the cost of on-site health care services for any pregnant COVERED PERSON in accordance with NCCHC standards and this AGREEMENT, but CCS shall not arrange or bear the cost of any health care services for infants.

To the extent off-site health care services are required for any pregnant COVERED PERSON, CCS shall make appropriate arrangement for rendering off-site but shall not be responsible for the cost of such off-site services.

- 1.18 SPECIALTY SERVICES – NOT COVERED. CCS shall not be responsible for the provision or cost of any SPECIALTY SERVICES.
- 1.19 VISION CARE. In the event that vision services which would otherwise be provided off-site are provided on-site by mutual agreement between the COUNTY and CCS, including an ophthalmologist's services, costs for any such services shall be included in the CAP AMOUNT listed in Section 1.20. If these services can't be provided on-site, and are determined to be medically necessary, CCS shall assist in scheduling the service with an off-site provider.
- 1.20 FINANCIAL LIMITATIONS. CCS's maximum liability for costs associated with the provision of off-site medical or other healthcare services which include, but are not limited to, the services in Paragraphs 1.14, 1.15, 1.16, 1.16.2, 1.16.3, and 1.19 shall be One Hundred Thousand Dollars (\$100,000.00) in the aggregate per CONTRACT YEAR, to be pro-rated for any partial contract years (the "CAP AMOUNT"). Costs for any medical or other health services, as set forth above, which are provided to INMATES/DETAINEES during the CONTRACT YEAR which are in excess of the CAP AMOUNT shall be the responsibility of the COUNTY. When the CAP AMOUNT for the CONTRACT YEAR is reached, CCS will continue to provide utilization management, extend all provider discounts to the COUNTY and pay these expenses on behalf of the COUNTY, as long as the COUNTY remains current with payments due under this AGREEMENT. Amounts paid by CCS which are over the CAP AMOUNT will be periodically reconciled with the COUNTY pursuant to Paragraph 8.1.
- 1.20.1 COUNTY REBATE. Should the costs associated with the provision of healthcare services listed above not exceed the CAP AMOUNT for the CONTRACT YEAR, CCS shall reimburse the COUNTY at a rate of One Hundred Percent (100%) of the difference between the actual cost to CCS for these services and the CAP AMOUNT. The rebate shall be net of any other reconciliation amounts due to CCS under this AGREEMENT. The rebate will be calculated three months after the end of the CONTRACT YEAR to allow for processing of claims incurred during the CONTRACT YEAR. Any claims from the prior CONTRACT YEAR services received and paid after this three month period will be calculated in the subsequent CONTRACT YEAR CAP AMOUNT.

## **ARTICLE II** **HEALTH CARE STAFF**

- 2.0 STAFFING HOURS. CCS shall provide or arrange for the provision of HEALTH CARE STAFF necessary to render the health care services contemplated in Article I as set forth in the staffing plan set forth in Exhibit C, attached hereto and made a part hereof. CCS reserves the right to assign the staff in Exhibit C to shift coverage as necessary based on operation needs to provide the health care services under this AGREEMENT.
- 2.0.1 Additional hours may be provided if mutually agreed upon by both parties in writing, with at least 24 hours advanced notice.
- 2.0.2 CCS shall provide or arrange for the provision of an on-call Physician and/or Health Services Administrator and/or Dentist available by telephone or pager, 24 hours per day and 7 days per week.

- 2.0.3 CCS shall make its best efforts to supply the staffing levels contained in this section, however, failure to continuously supply all of the required staffing due to labor market demands or other factors outside the control of CCS, after such best efforts have been made, shall not constitute a breach of this AGREEMENT.
- 2.1 STAFFING LEVELS WAIVER. Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased INMATE/DETAINEE population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be waived as agreed to by the DIRECTOR, or designee, and CCS.
- 2.2 STAFF SCREENING. The COUNTY and DIRECTOR, or designee, shall screen CCS's proposed HEALTH CARE STAFF, employees, agents and/or subcontractors providing services at the CENTER to ensure they do not constitute a security risk. The DIRECTOR, or designee, shall have final approval of CCS's HEALTH CARE STAFF, employees, agents and/or subcontractors in regards to security/background clearance.
- 2.3 SATISFACTION WITH HEALTH CARE STAFF. In recognition of the sensitive nature of correctional facility operations, if the DIRECTOR, or designee, becomes dissatisfied with any member of the HEALTH CARE STAFF, the DIRECTOR, or designee, shall provide CCS written notice of such dissatisfaction and the reasons therefore. Following receipt of such notice, CCS shall use commercially reasonable efforts to resolve the dissatisfaction. If the problem is not resolved to the satisfaction of the DIRECTOR, or designee, within ten (10) business days following CCS's receipt of the notice, CCS shall remove the individual from providing services at the CENTER within a reasonable time frame considering the effects of such removal on CCS's ability to deliver health care services and recruitment/hiring of an acceptable replacement. The DIRECTOR, or designee, reserves the right to revoke the security clearance of any HEALTH CARE STAFF at any time.

**ARTICLE III**  
**ADMINISTRATIVE SERVICES**

- 3.0 UTILIZATION MANAGEMENT. CCS shall provide utilization management services and administer medical claims processing for the offsite medical services administered by CCS, as set forth in Article I, on behalf of the COUNTY. CCS will follow applicable state laws and make reasonable efforts to obtain provider discounts and will keep the COUNTY and/or DIRECTOR, or designee, apprised of its utilization management practices.
- 3.1 HEALTH AND MENTAL HEALTH EDUCATION AND TRAINING. CCS shall conduct an ongoing health and mental health education and training program for the COUNTY CENTER staff in accordance with the needs mutually established by the COUNTY and CCS. Training shall be provided by methods and intervals determined by CCS.
- 3.2 MONTHLY REPORTS. As requested by the DIRECTOR, or designee, CCS shall submit monthly health care reports concerning the overall operation of the health care services program rendered pursuant to this AGREEMENT and the general health of the CENTER POPULATION.
- 3.3 QUARTERLY MEETINGS. As requested by the DIRECTOR, or designee, CCS shall meet quarterly, or as soon thereafter as possible, with the DIRECTOR, or designee, concerning health care services within the CENTER and any proposed changes in health-related procedures and other matters, which both parties deem necessary.

3.4 **MEDICAL RECORDS MANAGEMENT.** CCS shall provide the following medical records management services:

3.4.1 **MEDICAL RECORDS.** CCS HEALTH CARE STAFF shall maintain, cause or require the maintenance of complete and accurate automated medical records for COVERED PERSONS who have received health care services. Medical records shall be kept online separate from COVERED PERSONS' confinement records. A complete copy of the individual medical record shall be available to accompany each COVERED PERSON who is transferred from the CENTER to another location for off-site services or transferred to another institution. CCS will keep medical records confidential and shall not release any information contained in any medical record except as required by published CENTER policies, by a court order, by Exhibit B, or by applicable law. Upon termination of this AGREEMENT, all medical records shall be delivered to and remain with the DIRECTOR, or designee, as property of the DIRECTOR's, or designee's, office.

3.4.2 **COMPLIANCE WITH LAWS.** Each medical record shall be maintained in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and any other applicable state or federal privacy statute or regulation.

3.4.3 **RECORDS AVAILABILITY.** As needed to administer the terms of this AGREEMENT, CCS shall make available to the DIRECTOR, designee, or COUNTY, unless otherwise specifically prohibited, at the DIRECTOR's or COUNTY's request, all records, documents and other papers relating to the direct delivery of health care services to COVERED PERSONS hereunder.

**ARTICLE IV**  
**PERSONS COVERED UNDER THIS AGREEMENT**

4.0 **GENERAL.** Except as otherwise provided in this AGREEMENT, CCS shall only be required to arrange for health care services under this AGREEMENT to be provided to COVERED PERSONS.

4.1 **TESTING AND INOCULATIONS FOR CENTER EMPLOYEES.** CCS shall arrange, bear the cost, and administer annual Tuberculosis skin testing and Hepatitis (B) Inoculations to new CENTER employees.

4.2 **EMERGENCY MEDICAL CARE FOR CENTER EMPLOYEES AND VISITORS.** CCS shall arrange for on-site first response emergency medical care as required for CENTER employees, contractors and visitors to the CENTER. The medical treatment shall be limited to the extent reasonably necessary to stabilize and facilitate the individual's referral to a medical facility or personal physician.

4.3 **RELEASE FROM CUSTODY.** The COUNTY acknowledges and agrees that CCS is responsible for the payment of costs associated with services rendered to COVERED PERSONS as set forth in this AGREEMENT only when such persons remain in the custody of, or under the jurisdiction of, the CENTER. In no event shall CCS be responsible for payment of any costs associated with any services rendered to any individual when said individual is released from the custody of, or no longer under the jurisdiction of, the CENTER including, but not limited to, releasees, parolees and escapees. Furthermore, in no event shall CCS be responsible for payment of costs associated with any medical services rendered to a COVERED PERSON when said

COVERED PERSON is injured outside the CENTER facility during transport to or from the CENTER.

#### **ARTICLE V**

#### **PERSONS NOT COVERED OR PARTIALLY COVERED UNDER THIS AGREEMENT**

- 5.0 COUNTY INMATES/DETAINEES HOUSED IN OTHER JURISDICTIONS OR OUTSIDE THE CENTER. CCS shall not be responsible for arranging the medical care or treatment for COUNTY INMATES/DETAINEES housed in other counties or jurisdictions. The COUNTY or DIRECTOR, or designee, or other agency with legal responsibility for the medical care of such persons shall be responsible for all medical expenses associated with the care and treatment of INMATES/DETAINEES removed from the CENTER, including, but not limited to the services listed in Article I of this AGREEMENT and any other health care related expenses associated with said INMATES/DETAINEES, unless the INMATE/DETAINEE is housed in a facility where CCS provides INMATE/DETAINEE health care services. CCS shall not be responsible for arranging the medical care or treatment for COUNTY INMATES/DETAINEES housed outside the CENTER (i.e. off-site work release INMATES/DETAINEES or INMATES/DETAINEES on home confinement).
- 5.1 INJURIES PRIOR TO INCARCERATION, FIT FOR CONFINEMENT AND ESCAPED INMATES/DETAINEES. CCS shall not be responsible for the cost of providing off-site medical care for injuries incurred by an arrested person prior to incarceration at the CENTER or during an escape or escape attempt, including, but not limited to, medical services provided to any arrested person prior to the person's booking and confinement in the CENTER. In addition, CCS shall not be responsible for the cost of any medical treatment or health care services necessary to medically stabilize any arrested person presented at intake by an arresting agency with a life threatening injury or illness or in immediate need of emergency medical care. CCS shall not be responsible for the cost of medical care or services for such persons until such time as the arresting authority can present a medically stable individual that is FIT FOR CONFINEMENT. CCS shall provide such care as is medically necessary until the arrested person can be transported to a medical care facility by the arresting agency or their designee. CCS shall not charge an additional fee simply to examine an individual to determine if he is suitably FIT FOR CONFINEMENT.

#### **ARTICLE VI**

#### **COST OF SERVICES NOT COVERED UNDER THIS AGREEMENT**

- 6.0 SERVICES NOT LISTED. Both parties understand and agree that there will be costs incurred for health care related services as outlined in Articles I, II and III above. CCS shall not be responsible for any expenses not specifically covered under Articles I, II and III of this AGREEMENT.
- 6.1 SERVICES BEYOND THE SCOPE OF THIS AGREEMENT. Both parties understand and agree that there are certain occurrences, both beyond the control and within the control of the parties, that may result in health care expenses which are outside the scope of the normal operation of a correctional facility and, therefore, outside the contemplated scope of services under this AGREEMENT. While both parties will act in good faith and endeavor to reduce the possibility of such occurrences, in the unlikely event of an occurrence such as an Act of God, riot, explosion, fire, food poisoning, epidemic illness outbreak or any other catastrophic event, or an event caused by the action or inaction of the COUNTY or DIRECTOR, or designee, or their employees, agents or contractors, which results in medical care for the CENTER POPULATION, CENTER staff, visitors, or contractors, CCS shall not be responsible for costs attributable to such



catastrophic event and all such costs shall be borne by the COUNTY. Notwithstanding the above, CCS shall be responsible for medical costs under this AGREEMENT associated with such an event only if such an event was caused solely by CCS.

**ARTICLE VII**  
**COUNTY'S DUTIES AND OBLIGATIONS**

- 7.0 COMPLIANCE WITH HIPAA/STATE HEALTH INFORMATION PRIVACY LAWS. The COUNTY, CENTER, and DIRECTOR, or designee, and their employees, agents and subcontractors shall comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") and any State health information privacy laws, to the extent they are applicable. The COUNTY and the DIRECTOR, or designee, shall implement policies and/or procedures in compliance with such laws.
- 7.1 COMPREHENSIVE MEDICAL/MENTAL HEALTH CARE. CCS shall identify to the DIRECTOR those members of the CENTER POPULATION with medical or mental health conditions which may be worsened as a result of being incarcerated at the CENTER or which may require extensive care while incarcerated. After review of the circumstances, and when security risks permit, the DIRECTOR, or designee, shall make every effort to have such an INMATE/DETAINEE released, transferred or otherwise removed from the correctional setting.
- 7.2 RECORD ACCESS. During the term of this AGREEMENT, and for a reasonable time following the termination of this AGREEMENT, the DIRECTOR, or designee, shall provide CCS, at CCS's request, the COUNTY, CENTER and/or DIRECTOR'S, or designee's, records (including medical records) relating to the provision of health care services to the CENTER POPULATION, including records maintained by hospitals, and other outside health care providers involved in the care or treatment of the CENTER POPULATION (to the extent the COUNTY, CENTER or DIRECTOR, or designee, has control of, or access to, such records). CCS may request such records in connection with the investigation of, or defense of, any claim by a third party related to CCS's conduct or to prosecute a claim against a third party. Any such information provided by the DIRECTOR, or designee, to CCS that the DIRECTOR, or designee, considers confidential shall be kept confidential by CCS and shall not, except as may be required by law, be distributed to any third party without prior written approval by the DIRECTOR, or designee,.
- 7.3 USE OF INMATES/DETAINEES IN THE PROVISION OF HEALTH CARE SERVICES. INMATES/DETAINEES of the CENTER shall not be employed or otherwise engaged or utilized by either CCS or the DIRECTOR, or designee, in rendering any health care services to the CENTER POPULATION, provided however, that INMATES/DETAINEES may be used in positions not involving the rendering of health care services directly to the CENTER POPULATION and not involving access to CENTER POPULATION records in accordance with NCCHC standards.
- 7.4 SECURITY OF THE CENTER FACILITY AND CCS. CCS and the COUNTY understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of CCS, as well as for the security of the CENTER POPULATION and DIRECTOR's, or designee's, staff, consistent with a correctional setting. The DIRECTOR, or designee, shall provide security sufficient to enable CCS, its HEALTH CARE STAFF, employees, agents and/or subcontractors to safely provide the health care services described in this AGREEMENT. CCS, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall follow all security procedures of the DIRECTOR while at the CENTER or other premises under the DIRECTOR's, or designee's, direction or control. However, any CCS HEALTH

CARE STAFF, employee, agent and/or subcontractor may, at any time, refuse to provide any service required under this AGREEMENT if such person reasonably feels that the current safety services are insufficient. CCS shall not be liable for any loss or damages resulting from CCS's HEALTH CARE STAFF, employees, agents and/or subcontractors failure to provide medical services due to insufficient security services.

7.5 DIRECTOR'S POLICIES AND PROCEDURES. CCS, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall operate within the requirements of the COUNTY'S and/or DIRECTOR's posted security Policies and Procedures, which impact the provision of medical services.

7.5.1 A complete set of said Policies and Procedures shall be maintained by the COUNTY and made available for inspection by CCS at the CENTER, and CCS may make a reasonable number of copies of any specific section(s) it wishes using the DIRECTOR'S photocopy equipment and paper.

7.5.2 Any Policy or Procedure that may impact the provision of health care services to the CENTER POPULATION which has not been made available to CCS shall not be enforceable against CCS unless otherwise agreed upon by both Parties.

7.5.3 Any modification of the posted Policies and Procedures shall be timely provided to CCS. CCS, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall operate within the requirement of a modified Policy or Procedure after such modification has been made available to CCS.

7.5.4 If any of the COUNTY and/or DIRECTOR's, or designee, Policies and Procedures specifically relate to the delivery of medical services, the COUNTY and/or DIRECTOR's, or designee's, representative and CCS shall review the COUNTY and/or DIRECTOR's, or designee's, Policies and Procedures and upon mutual agreement shall modify or remove those provisions that conflict with CCS's CENTER Health Care Policies and Procedures.

7.6 SECURE TRANSPORTATION. The DIRECTOR, or designee, shall provide security as necessary and appropriate in connection with the transportation of a member of the CENTER POPULATION to and from off-site services including, but not limited to, SPECIALTY SERVICES, hospitalization, pathology and radiology services as requested by CCS. CCS shall coordinate with the DIRECTOR's office for transportation to and from the off-site services provider or hospital.

7.7 OFFICE EQUIPMENT AND SUPPLIES. The DIRECTOR shall provide use of COUNTY-owned office equipment, supplies and all necessary utilities (including telephone service) in place at the CENTER health care facilities except as otherwise set forth in Paragraphs 1.12 and 1.13. CCS is responsible for providing its own office supplies, including copier paper. At the termination of this AGREEMENT, CCS shall return to the COUNTY possession and control of all COUNTY-owned medical and office equipment. At such time, the office equipment shall be in good working order, reasonable wear and tear excepted.

7.8 NON-MEDICAL CARE OF CENTER POPULATION. It is understood that the DIRECTOR, or designee, shall provide for all the non-medical personal needs and services of the CENTER POPULATION as required by law. CCS shall not be responsible for providing, or liable for failing to provide, non-medical services to the CENTER POPULATION including, but not

limited to, daily housekeeping services, dietary services (except the ordering of medical and/or allergy diets), building maintenance services, personal hygiene supplies (except medically necessary supplies for conditions such as incontinence) and services and linen supplies.

- 7.9 CENTER POPULATION INFORMATION. In order to assist CCS in providing the best possible health care services to COVERED PERSONS, the DIRECTOR, or designee, shall provide, as needed, information pertaining to the COVERED PERSON that CCS and the DIRECTOR, or designee, mutually identify as reasonable and necessary for CCS to adequately perform its obligations under this AGREEMENT.

**ARTICLE VIII**  
**COMPENSATION/ADJUSTMENTS**

- 8.0 ANNUAL AMOUNT/MONTHLY PAYMENTS. The base annual amount to be paid by the COUNTY to CCS under this AGREEMENT is \$3,206,352.00 for a period of twelve (12) months. Each monthly payment shall be at \$267,195.97, pro-rated for any partial months and subject to any reconciliations as set forth below. The first monthly amount is to be paid to CCS in July of 2016 for services administered in the month of July, 2016. Each monthly payment thereafter is to be paid by the COUNTY to CCS before or on the 1st day of the month of the month of service, except for the January 2019 payment which will be due upon the adoption of the County's 2019 annual budget in January 2019.

- 8.1 QUARTERLY RECONCILIATION PROCESS. CCS will provide a quarterly reconciliation with the COUNTY for any amounts owed by either party pursuant to the terms of this AGREEMENT, including, but not limited to:

8.1.1 ADJUSTMENT FOR MADP. For each month reconciled, if the CENTER's MADP is greater than 1050 INMATES/DETAINEES, the compensation payable to CCS by the COUNTY shall be increased by the number of INMATES/DETAINEES over 1050 at the per diem rate of \$0.73. If the CENTER's MADP is less than 850 INMATES/DETAINEES, then CCS will issue a credit to the COUNTY for the number of INMATES/DETAINEES under 850 at the per diem rate of \$0.73.

8.1.2 ADJUSTMENTS FOR COSTS IN EXCESS OF CAP AMOUNTS. The quarterly reconciliation shall include any amounts paid by CCS in excess of the financial limits listed in this AGREEMENT. The compensation payable to CCS by the COUNTY shall be increased by any costs paid by CCS in excess of the financial limits listed in 1.20.

- 8.2 PERFORMANCE BOND. CCS shall procure and maintain at its sole expense during the entire term of the Agreement a performance bond in an amount equivalent to 100% of the total annual Agreement award amount. Such bond shall be in a form acceptable to the COUNTY's Director of Finance and Purchasing and shall be executed by a surety company authorized to do business in the State of Missouri and listed on the Federal Register.

**ARTICLE IX**  
**TERM AND TERMINATION**

- 9.0 TERM. The term of this AGREEMENT shall be Three (3) years from July 1, 2016 at 12:01 a.m. through June 30, 2019 at 11:59 p.m. This AGREEMENT shall automatically renew for two additional one year periods on February 1st of each subsequent year with mutually agreed upon

increases, unless this AGREEMENT is terminated or notice of termination is given, as set forth in this Article.

9.0.1 RENEWAL. Upon each subsequent renewal of this AGREEMENT pursuant to Paragraph 9.0, the Parties have agreed to an increase of CPI but not to exceed 3.0% of the annual amount as defined in Paragraph 9.0.1.1.

9.0.1.1 CPI INCREASES. A CPI increase shall be calculated by multiplying the annual amount of the previous year by a fraction, the numerator of which is the Price Index for a defined month no less than six months prior to the renewal date, and the denominator of which is the Price Index for the same month for the year immediately preceding the AGREEMENT renewal date. However, the annual amount due for any year will not be less than the annual amount for the prior year. The "Price Index" is defined as the Consumer Price Index – All Urban Consumers, U.S. City Average, Medical Care Services (1982-84=100), published by the Bureau of Labor Statistics of the U.S. Department of Labor.

9.1 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this AGREEMENT shall be subject to annual appropriations by the DIRECTOR, or designee, of the COUNTY.

9.1.1 Recognizing that termination for lack of appropriations may entail substantial costs for CCS, the COUNTY and the DIRECTOR, or designee, shall act in good faith and make every effort to give CCS reasonable advance notice of any potential problem with funding or appropriations.

9.1.2 If future funds are not appropriated for this AGREEMENT, and upon exhaustion of existing funding, the COUNTY and DIRECTOR, or designee, may terminate this AGREEMENT without penalty or liability, by providing a minimum of thirty (30) days advance written notice to CCS.

9.2 TERMINATION DUE TO CCS'S OPERATIONS. The COUNTY reserves the right to terminate this AGREEMENT immediately upon written notification to CCS in the event that CCS discontinues or abandons operations, is adjudged bankrupt or is reorganized under any bankruptcy law, or fails to keep in force any required insurance policies. Both parties agree that termination under this provision will be considered without cause.

9.3 TERMINATION FOR CAUSE. The AGREEMENT may be terminated for cause under the following provisions:

9.3.1 TERMINATION BY CCS. Failure of the COUNTY and/or DIRECTOR, or designee, to comply with any provision of this AGREEMENT shall be considered grounds for termination of this AGREEMENT by CCS upon sixty (60) days advance written notice to the COUNTY specifying the termination effective date and identifying the "basis for termination." The COUNTY shall pay for services rendered up to the date of termination of the AGREEMENT. Upon receipt of the written notice, the COUNTY shall have ten (10) days to provide a written response to CCS. If the COUNTY provides a written response to CCS which provides an adequate explanation for the "basis for termination" and the COUNTY cures the "basis for termination" to the satisfaction of the CCS, the sixty (60) day notice shall become null and void and this AGREEMENT will remain in full force and effect. Termination under this provision shall be without penalty to CCS.

- 9.3.2 **TERMINATION BY COUNTY.** Failure of CCS to comply with any provision of this AGREEMENT shall be considered grounds for termination of this AGREEMENT by the DIRECTOR or the COUNTY who shall provide sixty (60) days advanced written notice specifying the termination effective date and identifying the “basis for termination.” The COUNTY shall pay for services rendered up to the date of termination of the AGREEMENT. Upon receipt of the written notice CCS shall have ten (10) days to provide a written response to the COUNTY. If CCS provides a written response to the COUNTY which provides an adequate explanation for the “basis of termination,” or cures the “basis for termination” to the satisfaction of the DIRECTOR, or designee, the sixty (60) day notice shall become null and void and this contract will remain in full force and effect. Termination under this provision shall be without penalty to the DIRECTOR, or designee, or the COUNTY.
- 9.4 **TERMINATION WITHOUT CAUSE.** Notwithstanding anything to the contrary contained in this AGREEMENT, the DIRECTOR, or designee, the COUNTY or CCS may, without prejudice to any other rights it may have, terminate this AGREEMENT for their convenience and without cause by giving ninety (90) days advance written notice to the other party.
- 9.5 **COMPENSATION UPON TERMINATION.** If any of the above termination clauses are exercised by any of the parties to this AGREEMENT, the COUNTY shall pay CCS for all services rendered by CCS up to the date of termination of the AGREEMENT regardless of the COUNTY’S failure to appropriate funds.
- 9.6 **PAYMENT OF CAPPED EXPENSES UPON TERMINATION OR EXPIRATION OF AGREEMENT.** Upon termination or expiration of this AGREEMENT, CCS shall not be responsible for administration or payment of CAPPED EXPENSES on all invoices received by CCS for CAPPED EXPENSES shall be forwarded to the COUNTY for payment, regardless of whether the CAP AMOUNT for the CONTRACT YEAR has been reached. CCS shall forward to the COUNTY any rebate due pursuant to the terms of Paragraph 1.20.1.
- 9.7 **PROPERTY DISPOSITION UPON TERMINATION.** Upon termination of this AGREEMENT, CCS shall be allowed to remove from the CENTER any stock medications or supplies purchased by CCS that have not been used at the time of termination. CCS shall also be allowed to remove its property from the CENTER including its proprietary Policies and Procedures, Manuals, Training Material, and Forms.

**ARTICLE X**  
**LIABILITY AND RISK MANAGEMENT**

- 10.0 **INSURANCE COVERAGE.** CCS shall, at its sole cost and expense, procure and maintain during the term of this AGREEMENT the coverage and limits of insurance outlined on Page 59 of Exhibit A.
- 10.1 **ENDORSEMENTS.** The Comprehensive General Liability policy shall contain additional endorsements naming the CENTER as an additional insured with respect to liabilities arising out of the performance of services under this AGREEMENT.
- 10.2 **PROOF OF INSURANCE.** CCS shall provide the COUNTY proof of professional liability or medical malpractice coverage for CCS’s HEALTH CARE STAFF, employees, agents and subcontractors, for the term services are provided under this AGREEMENT. CCS shall promptly

notify the DIRECTOR, in writing, of each change in coverage, reduction in policy amounts or cancellation of insurance coverage. If CCS fails to provide proof of adequate insurance within a reasonable time under the circumstances, then the COUNTY shall be entitled to terminate this AGREEMENT without penalty to the COUNTY or the DIRECTOR pursuant to the terms of Article IX.

- 10.3 INDEMNIFICATION. CCS agrees to indemnify and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever caused by, based upon or arising out of any act, conduct, misconduct or omission of CCS, its agents, employees, or independent contractors in connection with the performance or non-performance of its duties under this AGREEMENT. CCS, its agents, employees or independent contractors, shall not in any event be required to indemnify, defend, or hold harmless, the COUNTY with respect to any claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever caused by, based upon or arising out of any act, conduct, misconduct or omission of the COUNTY, its officials, agents, and employees. The COUNTY and DIRECTOR, or designee, agree to promptly notify CCS in writing of any incident, claim or lawsuit of which they become aware and shall fully cooperate in the defense of such claim. The COUNTY and DIRECTOR, or designee, agree that CCS's indemnification and defense obligations do not apply for any costs or expenses, including attorney's fees or settlements, incurred or effected prior to written notice to CCS as set forth above. Upon written notice of claim, CCS shall take all steps necessary to promptly defend and protect the COUNTY and DIRECTOR, or designee, from an indemnified claim, including retention of defense counsel, and CCS shall retain sole control of the defense while the action is pending, to the extent allowed by law.
- 10.1 HIPAA. CCS, the COUNTY, CENTER, and DIRECTOR, or designee, and their employees, agents and subcontractors shall fully comply with, and shall implement all necessary policies and/or procedures in order to comply with, the requirements of HIPAA as it applies to the services provided under this AGREEMENT. The COUNTY, CENTER and DIRECTOR, or designee, and their employees and agents shall hold harmless CCS from and against any loss or damage including reasonable attorney's fees and other costs of litigation caused or necessitated by the sole negligence of any kind made as a result of alleged or actual violations of HIPAA by the COUNTY, the DIRECTOR, or designee, and their employees, agents and subcontractors, unless such claims are proven to be caused by the sole negligence or willful misconduct of CCS.

#### **ARTICLE XI** **MISCELLANEOUS**

- 11.0 INDEPENDENT CONTRACTOR STATUS. It is mutually understood and agreed, and it is the intent of the parties hereto that an independent contractor relationship be and is hereby established under the terms and conditions of this AGREEMENT. Nothing in this AGREEMENT shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the COUNTY or DIRECTOR, or designee, to exercise control or direction over the manner or methods by which CCS, its employees, agents or subcontractors perform hereunder, or CCS to exercise control or direction over the manner or methods by which the COUNTY or the DIRECTOR, or designee, and their employees, agents or subcontractors perform hereunder, other than as provided in this AGREEMENT.
- 11.1 SUBCONTRACTING. In performing its obligations under the AGREEMENT, it is understood that CCS is not licensed or otherwise authorized to engage in any activity that may be construed

or deemed to constitute the practice of medicine, dentistry, optometry, or other professional healthcare service requiring licensure or other authorization under state law. To comply with these requirements CCS may engage physicians or other clinicians as independent contractors (“Contract Professionals”), rather than employees, in order to supply the clinical services required under this AGREEMENT. CCS shall engage Contract Professionals that meet the applicable professional licensing requirements and CCS shall exercise administrative supervision over such Contract Professionals as necessary to insure the fulfillment of the obligations contained in this AGREEMENT. Contract Professionals shall provide clinical services under this AGREEMENT in a manner reasonably consistent with the independent clinical judgment that the Contract Professional is required to exercise. It is further understood that CCS may subcontract for specialized services such as pharmacy, medical waste, medical supplies and other services or supplies which it is required to provide under this AGREEMENT.

- 11.2 **AGENCY.** For purposes of asserting any statutory rights afforded to the COUNTY or the CENTER to pay providers for medical services at certain reduced rates, COUNTY and/or DIRECTOR, or designee, designate CCS as their agent to assert such rights and privileges.
- 11.3 **EQUAL EMPLOYMENT OPPORTUNITY.** CCS will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age or handicap unrelated to a bona fide occupational qualification of the position or because of status as a disabled veteran or Vietnam-Era veteran. CCS will distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening, referral and selection of job applicants, and to prospective job applicants.
- 11.4 **WAIVER OF BREACH.** The waiver of either party of a breach or violation of any provision of this AGREEMENT shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 11.5 **OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES.** The parties acknowledge that CCS is neither bound by or aware of any other existing contracts to which either the DIRECTOR, or designee, or the COUNTY are a party and which relate to the providing of health care to INMATES/DETAINEES at the CENTER. The parties agree that they have not entered into this AGREEMENT for the benefit of any third person or persons, and it is their express intention that this AGREEMENT is for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third-party beneficiaries thereof.
- 11.6 **FORCE MAJEURE.** In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State or Federal governments or because of riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, lack of adequate security escorts, strikes, lockouts, differences with workers, earthquakes, fires, floods, Acts of God or any other reason whatsoever which is not reasonably within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent; the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.
- 11.7 **ASSIGNMENT.** Except as otherwise provided herein, no party to this AGREEMENT may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other parties; provided however, that CCS may assign its rights or delegate its duties to an affiliate of CCS, or in connection with the sale of all or substantially all of the stock

assets or business of CCS, without the prior written consent of the other parties. Any unauthorized attempted assignment shall be null and void and of no force or effect.

- 11.8 **NOTICES.** Any notice of termination, requests, demands or other communications under this AGREEMENT shall be in writing and shall be deemed delivered: (a) when delivered in person to a representative the parties listed below; (b) upon receipt when mailed by overnight courier service, mailed by first-class certified or registered mail, return receipt requested, addressed to the party at the address below; or (c) upon confirmation of receipt if sent by facsimile to the fax number of the party listed below:

If for CCS:  
Correct Care Solutions, LLC  
Attn: Chief Legal Officer  
1283 Murfreesboro Road, Suite 500  
Nashville, TN 37217

If for County:  
Director of Corrections  
Jackson County, Missouri  
1300 Cherry Street  
Kansas City, MO 64106

Such address may be changed from time to time by either party by providing written notice as provided above.

- 11.9 **GOVERNING LAW.** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Missouri without regard to the conflicts of laws or rules of any jurisdiction.
- 11.10 **EXECUTION AUTHORITY.** By their signature below, each signatory individual certifies that they are the properly authorized agent or officer of the applicable party hereto and have the requisite authority necessary to execute this Agreement on behalf of such party, and each party hereby certifies to the other than any resolutions necessary to create such authority have been duly passed and are now in full force and effect.
- 11.11 **SURVIVAL.** The following provisions will survive any termination or expiration of the AGREEMENT: 1.20, Article VIII, Article IX and Article X.
- 11.12 **COUNTERPARTS.** This AGREEMENT may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.
- 11.13 **TITLES OF PARAGRAPHS.** Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.
- 11.14 **SEVERABILITY.** In the event that any one or more provisions of this AGREEMENT shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this AGREEMENT and this AGREEMENT shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.
- 11.15 **ENTIRE AGREEMENT.** This AGREEMENT constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. This AGREEMENT may be amended at any time, but only with the written consent of all parties.




11.16 ORDER OF PRECEDENCE. In the event of any conflict amount the documents referenced in this AGREEMENT, the order of precedence shall be as follows: 1) this AGREEMENT; 2) Exhibit A; and 3) Exhibit B.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed as their official act by their respective representative, each of whom is duly authorized to execute the same.

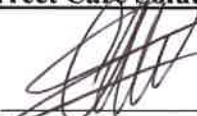
**AGREED TO AND ACCEPTED AS STATED ABOVE:**

**County of Jackson, Missouri**

By:   
Q. Troy Thomas  
Title: Director of Finance and Purchasing


Date: August 18, 2016

**Correct Care Solutions, LLC**

By:   
Chris Bove  
Title: President, Local Detention Division

Date: 8/10/16

**APPROVED AS TO FORM**

  
W. Stephen Nixon  
County Counselor

**ATTEST:**

  
Mary Jo Spino  
Clerk of the Legislature

**EXHIBIT C – STAFFING MATRIX**

Jackson County, MO - Proposed Staffing									
Day Shift									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Physician	6		6	4				16	0.400
Mid-Level		8		8	8			24	0.600
Healthcare Services Administrator	8	8	8	8	8			40	1.000
Director of Nursing	8	8	8	8	8			40	1.000
Registered Nurse	24	24	24	24	24	24	24	168	4.200
Licensed Practical Nurse	48	48	48	48	48	48	48	336	8.400
Administrative Assistant	8	8	8	8	8			40	1.000
Medical Records Clerk	8	8	8	8	8			40	1.000
Pharm. Tech./CMA	8	8	8	8	8			40	1.000
Dentist		8						8	0.200
Dental Assistant		10						10	0.250
<b>Total Hours/FTE - Day</b>								<b>762</b>	<b>19.050</b>
Night Shift									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Charge Nurse	12	12	12	12	12	12	12	84	2.100
Registered Nurse	12	12	12	12	12	12	12	84	2.100
Licensed Practical Nurse	48	48	48	48	48	48	48	336	8.400
<b>Total Hours/FTE - Night</b>								<b>504</b>	<b>12.600</b>
Weekly Total									
<b>TOTAL HOURS/FTE - WEEKLY</b>								<b>1,266</b>	<b>31.650</b>