



**SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE**

Purchasing Department

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**ADDENDUM 1
RFP #21-0054
MEDICAL SERVICES - CORRECTIONS**

October 4, 2021

The following is to ensure that proposers have complete information prior to submitting a proposal response. Here are clarifications regarding our request.

Questions and/or statements of clarification are in **bold** font, and answers to specific questions are *italicized*.

- 1. Is there more than one (1) resident per sleeping quarters at the Juvenile Detention Facility (JDF)?**

Answer: JDF has rooms that have the capability to hold two (2) youth, but at this time youth are only sleeping one (1) per room. Youth do not have roommates at this time.

- 2. How old is this building (JDF)?**

Answer: The building was built in 2006. It is about fifteen years old.

- 3. What are the most common needs for medical services at this location (JDF)?**

Answer: There are occasional injuries that can happen in the gym, due to the fact that youth are actively participating in physical activities. Testing for STDs is also a common request. Admissions physicals, management of chronic and emergency needs, medication management, TB screening, COVID-19 protocols and care.

- 4. Are meals to be provided to staff (JDF)?**

Answer: Staff who are serving as part of the daily ratio can eat with the residents one meal per shift, support staff or contracted staff can purchase a punch card for meals.

5. Are there any preferences as far as communication between staff (JDF)?

Answer: Detention facility staff carry a radio to communicate with one another. Medical staff will be provided with a radio, it is always a good idea to keep the radio with you in order to be aware of what is going on in the building. For need-to know communication related to medical needs, situations etc. SCDOC request a distribution list be set up and information be shared to designated JDF staff via email.

6. Are there any shared spaces with other entities (JDF)?

Answer: SCDOC does have shared space with EmberHope.

7. How many exam rooms are there at JDF?

Answer: There are three (3) exam rooms total, one (1) is being utilized by EmberHope.

8. Is the medical equipment county owned?

Answer: The larger equipment is county owned.

9. Will the Juvenile Intake and Assessment Center (JIAC) require medical screenings?

Answer: Medical services will be requested as needed to provide medical clearance and assessments.

10. Where will full screenings need to take place (JIAC)?

Answer: If needed, youth at JIAC are screened at JIAC.

11. What is the current procedure for COVID-19 screenings (JIAC)?

Answer: The client's temperature is taken, SCDOC staff ask questions about symptoms, close contact with exposed or suspected, and travel.

12. Will clients from Juvenile Residential Facility (JRF) ever need to be taken to JDF for assessment?

Answer: No, JRF has an exam room available for medical assessments.

13. If a client runs away, do we need to chase them (JRF)?

Answer: No, standard procedure is JRF staff make a report, call 911, and report it.

14. What is the average stay of a client for Adult Residential Facility/Work Release (ARES/WR)?

Answer: The average stay is four (4) months.

15. Are Adult Residential/Work Release clients responsible for the cost of any ER visits?

Answer: Yes.

16. Will the awarded vendor be in charge of dispensing medications (ARES/WR)?

Answer: Yes.

17. Have there been any issues with hospitals over non-payment (ARES/WR)?

Answer: No.

18. If the client needs to go to the hospital, will an ambulance transport (ARES/WR)?

Answer: Depending on the issue, an ambulance will be called or staff will also transport if appropriate. SCDOC does encourage our clients to utilize local health clinics.

19. Is there an option in the RFP for medical and mental health?

Answer: Yes.

20. Is COMCARE on site?

Answer:

ARES/WR: No, Crisis currently transports clients as needed.

JDF & JRF: Currently has four (4) licensed masters' level licensed social work mental health staff who provide on the spot crisis management, assessment, situational counseling, suicide prevention and intervention, and work with providers if a youth needs screened for acute inpatient treatment.

21. What is the annual cost of the current contract for medical services for the juvenile facilities?

Answer: \$537,385.20

22. Please provide a copy of the current contract for medical services for the juvenile facilities.

Answer: Attached.

23. Please provide the current medical staffing plan for the juvenile facilities.

Answer: Included in Second Amendment to Agreement for Juvenile Health Care Services Exhibit B attached.

24. Please provide the current mental health staffing plan for the juvenile facilities.

Answer: Mental Health Services is currently provided internally by the Department of Corrections. Staffing consists of three (3) Senior Social Workers, one (1) Case Manager II, and one (1) Corrections Program Manager. Currently all staff work first shift. Senior Social Workers are on-call during evenings and weekends, on a rotating basis. One (1) staff person is here until 7pm three (3) days a week.

- 25. Please confirm that the contractor will be responsible for payment of the costs for any off-site services not covered by the parents'/guardians' private insurance.**

Answer:

Juvenile Detention Facility: the contractor will be responsible for payment of cost for any off-site services not covered under the contract with medical provider. Please see section 9.1.

Juvenile Residential Facility: the contractor will be responsible for payment of cost for any off-site services not covered under the medical contract or third party insurance. Please see section 9.1.

- 26. What was the total cost for off-site services for which the contractor has been responsible for each of the last three (3) fiscal years?**

Answer: This information is tracked by calendar year. The following are the total amounts:

2019: \$4,201.00

2020: \$3,304.75

2021: \$1,155.00 (total year to date)

- 27. What was the total cost for pharmaceuticals for the juveniles for each of the last three (3) fiscal years?**

Answer: This information is tracked by calendar year. The following are the total amounts:

2019: \$23,270.00

2020: \$28,917.00

2021: \$7,016.00 (total year to date)

- 28. We understand that correctional officers conduct the initial health screening for juveniles entering these facilities and that medical staff must then review the screening and conduct the initial health assessment. Would the SCDOC like medical staff to conduct the initial health screening also?**

Answer: Not at this time.

- 29. For the Adult Residential/Work Release proposal, would the county like medical staff to conduct the initial health screening in addition to the review of intake paperwork and the initial health assessment?**

Answer: Yes.

- 30. Please confirm that the adult residents are totally responsible for the cost of off-site services and that the contractor will have no responsibility for payment of these services.**

Answer: Contractor will not be responsible for off-site services cost. Residents will be responsible for any off-site cost.

- 31. Please confirm that the adult residents are responsible for the purchase of their own prescription and over-the counter pharmaceuticals and that the contractor will have no responsibility for purchasing pharmaceuticals.**

Answer: Please provide option for review that includes cost of pharmaceutical services along with medical services.

- 32. Does the SCDOC currently have any in-house dialysis equipment in the juvenile facilities?**

Answer: There is currently no in-house dialysis equipment at the Juvenile Detention Facility.

- 33. Are current dialysis services for juveniles conducted through a mobile service or are the residents transported to an off-site dialysis provider?**

Answer: There has been no need for dialysis services at the Juvenile Detention Facility or Juvenile Residential Facility.

- 34. What is the average number of dialysis clients in the juvenile facilities each year?**

Answer: Zero.

- 35. Are adult offenders that need dialysis services admitted to the Adult Residential/Work Release Program? If so, is the offender responsible for the cost of his/her own dialysis?**

Answer: Clients would need to access dialysis services in the community.

- 36. What is the current monthly fee for vehicle/employee parking in the county's parking garage?**

All SCDOC buildings have available parking that will not require parking garage cost.

- 37. Page 37, #5.10.3 – Please confirm that this requirement appears to be a carryover from the SCADLF RFP and is an error. It would be very costly and unnecessary for a Medical Director and both a full-time HSA and DON to be on-site on a full-time basis for the juvenile facilities considering the size of the population.**

Answer: This was a carryover, sorry for the confusion. Please refer to section 5.0B a. for staffing level needs.

- 38. Page 34, #5.9.1 – The RFP is not requesting an electronic medical record for the juvenile facilities and specified that paper files will be used. If the same vendor is also awarded the contract for the SCALDF, will the SCDOC want to be included in the same electronic medical records system for the juvenile and adult facilities? Or – is the SCDOC completely against the use of electronic medical records for these facilities?**

Answer: SCDOC is not interested in an electronic medical record system at this time.

- 39. Does the juvenile detention facility have restrictive or disciplinary housing?**

Answer: Residents may be serving disciplinary room time, but this is typically within the living units and not a separate area. We do not have a separate living area designated for disciplinary housing.

40. Does the SCDOC want the contractor to provide initial health screenings/assessments and TB tests to new hires? If so, what is the annual average number of new hires?

Answer: Yes. SCDOC would like to provide a health screening/assessment and TB tests to all new hires that will be working in a 24-hour facility. In 2020, 32 new hires required a health screening/assessment and TB test.

41. Approximately how many SCDOC corrections staff will need to be tested annually for TB?

Answer: In 2020, 32 new hires required a TB test.

42. Page 61, #9.1 – Is the outside medical cap of \$35,000.00 only for off-site services? Please refer to section 9.1. Is this an aggregate cap for all juvenile residents or per individual resident?

Answer: This is an aggregate cap for all juveniles at the Juvenile Detention Facility and Juvenile Residential Facility.

43. Please explain the meaning of “DBE (% & \$)” on each cost proposal sheet.

Answer: DBE stands for Disadvantaged Business Entity. Please identify the percent and dollar amount paid (% & \$) to all subcontractors that qualify as a DBE.

44. Will the SCDOC provide internet access to the contractor? If so, who is the internet provider and what bandwidth are they providing?

Answer: The internet provider is ½ COX and ½ Lumen 1GB each.

45. Please confirm that the SCDOC/county is responsible for providing office equipment for medical staff including computers, printers, copiers, scanners, fax, etc. If so, will the computers be desktop style, laptops, or both?

Answer: Yes. The county provides office equipment for medical staff. Currently staff utilize desktop style computers.

46. Please provide an inventory of the current office equipment that will be available for the contractor’s use and its current condition.

Answer:

All equipment is in good working condition.

- 1. One (1) paper shredder.*
- 2. One (1) Canon Copier.*
- 3. Three (3) monitors.*
- 4. Three (3) computer towers.*
- 5. Four (4) task chairs.*

47. Will the county provide IT support for computer and office equipment and be responsible for repair/replacement of this equipment?

Answer: Yes.

48. Will the county purchase additional office equipment needed for any additional staff within the contractor's staffing plan?

Answer: The county will utilize the equipment that is currently available. Currently all available workspaces has office equipment provided.

49. Is there a wireless network in the juvenile and adult facilities? If so, does it extend to the medical areas and into living units?

Answer: SCDOC does have a wireless network that extends to the Medical Area and the living units.

50. Can the prospective RFP parties receive a copy &/or pertinent portions of the current contract that cover services currently being provided to the Juvenile Detention Center, Juvenile Intake and Assessment Center and the Adult Residential Center?

Answer: The contract is attached.

51. Can the prospective RFP parties receive a copy of the current annual budget and expenses for the Adult Residential Center?

Answer: The contract is attached.

52. Background Screening:

a. What is the process for, and requirements of, background screening of prospective contractor staff prior to being allowed on-site?

Answer:

First Step: Contractor will need to send the following paperwork to SCDOC Personnel for initial background check:

Kansas Department of Children and Families Authorization for background check (FCL 002)

SCDOC Form 1.304.4 Authorization to Release Information

SCDOC Disclosure of PREA Employment Standards Violation form 1.301.6.

Second Step: Contractor will need to arrange for new hires to complete fingerprints with SCDOC Personnel. Once all background checks are returned the new hires can be allowed on site and start working.

b. How long does the background screening process take?

Answer: Background checks can take between 2-4 weeks to complete.

c. Will staff be allowed on-site to train while a background check is being conducted?

Answer: No, staff will not be allowed in licensed facilities until all background checks have been completed.

53. Mental Health: Optional Services #3 – Adult Residential and Work Release Program

a. What are the options for housing suicidal patients in Adult Residential and Work Release Programs?

Answer: Adult Residential/Work Release does not currently have separate housing for suicidal clients. Currently, COMCARE Community Crisis Center is called to assess whether a client can remain at ARES/WR, or if more intensive services should be arranged.

b. What are Sedgwick County Department of Corrections' expectation on how many and what type of group mental health services should be offered?

Answer: The number of group sessions and content of mental health groups would be left up to the provider to determine.

c. What are Sedgwick County Department of Corrections required educational groups?

Answer: SCDOC would like the contractor to provide at least two (2) educational trainings annually for staff. The content of the training will be developed by SCDOC and the contractor but should focus on expanding the understanding of mental health. The topics may include: suicidal prevention, signs and symptoms of mental health, etc.

Submittals are due **NO LATER THAN 1:45 pm, CDT, Tuesday, November 2, 2021**. Late proposals will not be accepted and will not be considered for award recommendation.

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE PROPOSAL RESPONSE PAGE.

Joseph Thomas

Joseph Thomas, CPSM, C.P.M.
Purchasing Director

JT/lj

AGREEMENT FOR JUVENILE HEALTH CARE SERVICES
at Sedgwick County Juvenile Detention Facilities, Kansas
Effective September 24, 2018 through December 31, 2019

This Agreement for Juvenile Detainee Health Care Services (hereinafter, the "Agreement") entered into by and between the County of Sedgwick a political subdivision in the State of Kansas (hereinafter, the "County"), acting by and through its duly elected Board of County Commissioners, (hereinafter, the "Board") 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 Sedgwick County Juvenile Detention Facilities located at 700 S. Hydraulic, Wichita, Kansas 67211 and the Sedgwick County Juvenile Residential Facilities located at 881 S. Minnesota, Wichita, Kansas 67211 (hereinafter, the "Facilities"); and

WHEREAS, the objective of the County is to provide for the delivery of quality health care to the Juveniles of the Facilities (hereinafter, "Facility Population"), in accordance with applicable law; and

WHEREAS, CCS is in the business of administering correctional health care services and desires to administer such services on behalf of the County to the Facility Population under the terms and conditions hereof.

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

DEFINITIONS

Contract Year – The initial, and any successive, twelve (12) month period beginning with the effective date of the Agreement.

County Juveniles – A Juvenile held under the jurisdiction of the County. County Juveniles may be housed in the Facilities or in another jurisdiction's correctional facility. However, County Juveniles 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 – A Juvenile of the Facilities who is: (1) part of the Facilities' MADP; and (2) Fit for Confinement; and (3)(a) incarcerated in the Facilities.

Fit for Confinement – A determination made by a CCS authorized physician that a Juvenile is medically stable and has been medically cleared for acceptance into the Facilities. 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 as long as this is related to psychiatric appointments/psychotropic medication services and support staff provided or administered by CCS.

CCS Chief Clinical Officer – CCS' Chief physician who is vested with certain decision-making duties under this Agreement.

Monthly Average Daily Population (MADP) – The average number of Juveniles housed in the Facilities on a daily basis for the period of one month. The MADP shall include, but separately list, Other County Juveniles. The MADP shall be figured by summing the daily population for the Facilities and Other County Juveniles (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. Facility records shall be made available to CCS upon request to verify the MADP.

NCCHC – The National Commission on Correctional Health Care.

Other County Juvenile – A Juvenile under the jurisdiction of another county, state or federal agency, who is being housed in the Facilities.

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 Facilities according to the terms and provisions of this Agreement. The responsibility of CCS for the healthcare of a Juvenile commences with the commitment of the Juvenile to the custody of the County at the Facilities. The costs of the various health care services shall be borne by CCS or the County as set forth in this Article.

1.0.1 Medication distribution shall be the responsibility of CCS except in those limited circumstances when an emergency medication or PRN medication needs to be provided and CCS staff are not available on site.

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 Facilities, not to exceed 24 hours after the Covered Person's arrival at the Facilities.

1.1.1 HEALTH ASSESSMENT. A health assessment of a Covered Person shall be performed as soon as possible, but no later than ten (10) calendar days after the Juvenile/Detainee's arrival at the Detention Facility or thirty (30) calendar days after the Juvenile/Detainee's arrival at the Residential Facility. The health assessment shall follow current NCCHC guidelines.

1.1.2 SCHEDULED SICK CALL. A qualified healthcare professional shall conduct sick calls for Covered Persons on a timely basis and in a clinical setting.

1.1.3 HEALTH ASSESSMENT AND TUBERCULOSIS TESTING. Health Care Staff shall perform TB testing and health assessment screening for new hire staff working in Division of Corrections 24 hour facilities.

- 1.2 AMBULANCE SERVICES – NOT COVERED. In the event emergency transportation is necessary, CCS shall work in coordination with County personnel to arrange ambulance services in accordance with Facility and CCS policies and procedures. The County shall bear the cost of all off-site transportation.
- 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.) except in accordance with NCCHC standards.
- 1.4 DENTAL – ORAL SCREENING ONLY. CCS shall arrange and bear the cost of oral screening (as defined by NCCHC guidelines) of all Covered Persons as part of the Health Assessment.
- 1.5 ELECTIVE MEDICAL CARE – NOT COVERED. CCS shall not be responsible for the provision or cost of any elective care.
- 1.6 HOSPITALIZATION. In the event that hospitalization is medically necessary for a member of the Facility Population, CCS, in coordination with facility staff and according to Facility and CCS policies and procedures, shall be responsible for arranging any hospitalization services. Costs for services under this Section shall be administered in accordance with Section 1.18. Facility Acute Inpatient Mental Health hospitalizations will be directed by mental health staff.
- 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 MENTAL HEALTH CARE. CCS shall arrange and bear the cost of certain on-site mental health services for Covered Persons which shall include the staffing resources provided in Exhibit A, psychiatric evaluations and reviews and psychotropic medication distributions and monitoring. CCS Health Care Staff shall work and cooperate with County mental health staff, but County mental health staff shall conduct initial evaluations and referral. CCS shall cooperate in arranging any off-site or inpatient mental health services when medically necessary. Costs for services under this Section shall be administered in accordance with Section 1.18.
- 1.9 PATHOLOGY/RADIOLOGY SERVICES. CCS shall be responsible for arranging any pathology or radiology services (also referred to as laboratory and x-ray services) when medically necessary. CCS shall make efforts to provide pathology and radiology services on-site to the extent reasonably possible. In the event that any pathology or radiology services are required for the Facility Population and cannot reasonably be rendered onsite, the County shall bear the cost. CCS shall, to the extent possible, extend to the County favorable rates negotiated with third party pathology and radiology providers. Costs for services under this Section shall be administered in accordance with Section 1.18.
- 1.10 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. The Parties may negotiate in good faith to employ additional onsite staffing resources, the costs for which would be administered in accordance with Section 1.18. To the extent off-site health care services are required for any pregnant Covered Person, CCS shall make appropriate arrangements for rendering such care, but the cost of such off-site services shall be borne by the County.

- 1.11 SPECIALTY SERVICES. In the event that Specialty Services are, in the opinion of CCS' Chief Clinical Officer or designee, medically necessary for a member of the Facility Population, CCS shall be responsible for arranging such services.. Costs for services under this Section shall be administered in accordance with Section 1.18.
- 1.12 VISION CARE – NOT COVERED. CCS shall not be responsible for the provision of eyeglasses or any other vision services other than care for eye injuries or diseases. In the event that any Covered Person requires vision services, including an ophthalmologist's services, the County shall bear the cost of such vision or eye care services.
- 1.13 OFFICE EQUIPMENT – NOT COVERED. CCS shall not be responsible for the provision or cost of any office equipment. The County shall be responsible for providing office equipment, such as copier, fax and phone service required for the administrative operation of the medical unit.
- 1.14 OFFICE SUPPLIES. CCS shall provide office supplies such as books, medical record folders, and forms as required for the administrative operations of the medical unit.
- 1.15 MEDICAL SUPPLIES/EQUIPMENT. 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.
- 1.16 MEDICAL WASTE. County is responsible for cost and disposal of medical waste.
- 1.17 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. 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.
- 1.17.1 PHARMACY CAP. CCS' maximum liability for costs associated with the provision of pharmaceuticals and pharmacy services shall be \$35,000 per Contract Year (the "Pharmacy Cap"). Should costs for such services exceed the Pharmacy Cap, overages shall be administered in accordance with Section 8.1. Should costs for such services not meet or exceed the Pharmacy Cap, CCS shall return all unused amounts in accordance with Section 8.1
- 1.18 FINANCIAL LIMITATIONS. CCS shall have no liability for costs associated with the provision of off-site medical services or other healthcare services which include, but are not limited to, the services in Paragraphs 1.6, 1.8, 1.9, 1.10, and 1.11. CCS and the County shall work together to identify third party payors and provide billing and payment information to outside medical providers. Costs for any medical or other health services, as set forth above, which are provided to Juveniles/Detainees during the Contract Year shall be the responsibility of the County. CCS will provide utilization management, extend all provider discounts to the County, and initially 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 will be periodically reconciled with the County pursuant to Paragraph 8.1.

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 A, attached hereto and made a part hereof. CCS reserves the right to assign the staff in Exhibit A 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 or Physician Extender available by telephone or pager 24 hours per day and 7 days per week.
- 2.0.3 CCS shall ensure 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 reasonable 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 Juvenile/Detainee population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be waived as agreed to by the County and CCS. A rate adjustment will be negotiated if staffing levels are changed.
- 2.2 STAFF SCREENING. The County shall screen CCS' proposed Health Care Staff, employees, agents and/or subcontractors providing services at the Facilities to ensure they do not constitute a security risk. The County shall have final approval of CCS' 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 County becomes dissatisfied with any member of the Health Care Staff, the County 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 County within ten (10) business days following CCS' receipt of the notice, CCS shall remove the individual from providing services at the Facilities within a reasonable time frame considering the effects of such removal on CCS' ability to deliver health care services and recruitment/hiring of an acceptable replacement. The County 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 Pharmacy services 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 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 ~~relevant~~ the County personnel in consultation with and in accordance with needs mutually established by the County and CCS.
- 3.2 QUARTERLY REPORTS. As requested by the County, CCS shall submit quarterly health care reports concerning the overall operation of the health care services program rendered pursuant to this Agreement and the general health of the Facility Population.
- 3.3 QUARTERLY MEETINGS. As requested by the County, CCS shall meet quarterly, or as soon thereafter as possible, with the County, or designee, concerning health care services within the Facilities and any proposed changes in health-related procedures or 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 medical records for Covered Persons who have received health care services. Medical records shall be kept separate from Covered Person's confinement records. CCS will keep medical records confidential and shall not release any information contained in any medical record except as required by published Facilities policies, by a court order or by applicable law. Upon termination of this Agreement, all medical records shall be delivered to and remain with the County, as property of the County.
- 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 County, unless otherwise specifically prohibited, at the County's request, all records, documents and other papers relating to the direct delivery of health care services to the Facility Population 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 EMERGENCY MEDICAL CARE FOR FACILITY EMPLOYEES AND VISITORS. CCS shall arrange for on-site first response emergency medical care as required for Facilities employees, contractors and visitors to the Facilities. 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.
- 4.2 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 Facilities. 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 Facilities including, but not limited to, releases, 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 Facilities during transport to or from the Facilities.

ARTICLE V

PERSONS NOT COVERED OR PARTIALLY COVERED UNDER THIS AGREEMENT

- 5.0 COUNTY JUVENILES HOUSED IN OTHER JURISDICTIONS OR OUTSIDE THE FACILITY. CCS shall not be responsible for arranging the medical care or treatment for County Juveniles/Detainees housed in other counties or jurisdictions. The County or County 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 County juveniles removed from the Facilities, including, but not limited to the services listed in Article I of this Agreement and any other health care related expenses associated with said Juvenile, unless the juvenile is housed in a facility where CCS provides juvenile health care services. CCS shall not be responsible for arranging the medical care or treatment for County juvenile housed outside the Facilities.
- 5.1 INJURIES PRIOR TO INCARCERATION, FIT FOR CONFINEMENT, AND ESCAPED JUVENILES. 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 Facilities 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 Facilities. 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 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 be financially responsible for medical services provided to an individual who is not Fit for Confinement. 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. In the event that CCS identifies a service required for a resident as a result of medical judgment of CCS, consultation shall occur with facility staff to review the need for the service (unless an emergency) and the entity responsible for cost of services. Notwithstanding anything herein to the contrary, CCS shall not be financially responsible for any service not listed.
- 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 its employees, agents or contractors, which results in medical care for the Facility Population, Facilities 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 and Facilities 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 shall maintain Policies and Procedures at least as stringent as HIPAA, and such Policies and Procedures shall be followed.
- 7.1 COMPREHENSIVE MEDICAL/MENTAL HEALTH CARE. CCS shall identify to the County those members of the Facility Population with medical or mental health conditions which may be worsened as a result of being incarcerated at the Facilities or which may require extensive care while incarcerated. Consultation shall occur with County to determine an appropriate course of action.
- 7.2 RECORD ACCESS. During the term of this Agreement, and for a reasonable time following the termination of this Agreement, the County shall provide CCS, at CCS' request, the County or Facilities records (including medical records) relating to the provision of health care services to the Facility Population, including records maintained by hospitals, and other outside health care providers involved in the care or treatment of the Facility Population (to the extent the County, Facilities or County 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' conduct or to prosecute a claim against a third party. Any such information provided by the County to CCS that the County 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 County.
- 7.3 SECURITY OF THE 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 Facility Population and County's staff, consistent with a correctional setting. The County 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 County while at the Facilities or other premises under the County'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' Health Care Staff, employees, agents and/or subcontractors failure to provide medical services due to insufficient security services.
- 7.4 COUNTY POLICIES AND PROCEDURES. CCS, its Health Care Staff, employees, agents and/or subcontractors shall operate within the requirements of the County's posted security Policies and Procedures, which impact the provision of medical services.
- 7.4.1 A complete set of said Policies and Procedures shall be maintained by the County and made available for inspection by CCS at the Facilities, and CCS may make a reasonable number

of copies of any specific section(s) it wishes using the County's photocopy equipment and paper.

- 7.4.2 Any Policy or Procedure that may impact the provision of health care services to the Facility Population which has not been made available to CCS shall not be enforceable against CCS unless otherwise agreed upon by both Parties.
- 7.4.3 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.
- 7.4.4 If any of the County's Policies and Procedures specifically relate to the delivery of medical services, the County and CCS shall review the County's Policies and Procedures and modify or remove those provisions that conflict with CCS' Facilities Health Care Policies and Procedures.
- 7.5 DAMAGE TO EQUIPMENT. CCS shall not be liable for loss of or damage to equipment and supplies of CCS, its agents, employees or subcontractors if such loss or damage was caused by the negligence of the County employees.
- 7.6 OFFICE EQUIPMENT AND SUPPLIES. The County shall provide use of County-owned office equipment and all necessary utilities (including telephone and fax line service) in place at the Facilities health care facilities unless otherwise state in Paragraph 1.14. 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.
- 7.7 NON-MEDICAL CARE OF FACILITY POPULATION. It is understood that the County shall provide for all the non-medical personal needs and services of the Facility Population as required by law. CCS shall not be responsible for providing, or liable for failing to provide, non-medical services to the Facility Population including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services and linen supplies.
- 7.8 FACILITY POPULATION INFORMATION. In order to assist CCS in providing the best possible health care services to Covered Persons, the County shall provide, as needed, information pertaining to the Covered Person that CCS and the County mutually identify as reasonable and necessary for CCS to adequately perform its obligations under this Agreement.

ARTICLE VIII

COMPENSATION AND ADJUSTMENTS

- 8.0 ANNUAL AMOUNT/MONTHLY PAYMENTS. The base amount to be paid by the County to CCS is \$651,221.51 for the period of September 24, 2018 through December 31, 2019, payable in equal monthly installments 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 at initiation of contract for services administered in the first month of service. Each monthly payment thereafter is to be paid by the County to CCS before or on the first day of the month of service.

- 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 OFF-SITE AMOUNTS. The compensation payable to CCS by the County shall be increased by any costs paid by CCS on behalf of County as provided in Paragraph 1.18.
- 8.1.2 ADJUSTMENTS FOR PHARMACY CAP AMOUNTS. The compensation payable to CCS by the County shall be increased by any costs paid by CCS on behalf of County as above the limits provided in Paragraph 1.17. Upon mutual agreement, CCS shall return or credit to the County any unused Pharmacy Cap amount.

ARTICLE IX

TERM AND TERMINATION

- 9.0 TERM. The term of this Agreement shall be from September 24, 2018 through December 31, 2019.
- 9.1 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this Agreement shall be subject to contract term appropriations by the County.
- 9.1.1 Recognizing that termination for lack of appropriations may entail substantial costs for CCS AND the County 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 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' 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 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 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 County, 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 County.
- 9.4 **TERMINATION WITHOUT CAUSE.** Notwithstanding anything to the contrary contained in this Agreement, 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 **PROPERTY DISPOSITION UPON TERMINATION.** Upon termination of this Agreement, CCS shall be allowed to remove from the Facilities 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 Facilities 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 following coverage and limits of insurance:
- 10.0.1 **MEDICAL MALPRACTICE/PROFESSIONAL LIABILITY.** Medical Malpractice/ Professional Liability insurance in an amount not less than \$1,000,000 per occurrence.
- 10.0.2 **COMPREHENSIVE GENERAL LIABILITY.** Comprehensive General Liability insurance in an amount not less than \$500,000 per occurrence and \$500,000 in the aggregate.
- 10.0.3 **WORKER’S COMPENSATION.** Worker’s Compensation coverage as required by applicable state law.
- 10.1 **PROOF OF INSURANCE.** CCS shall provide the County proof of professional liability or medical malpractice coverage for CCS’ Health Care Staff, employees, agents and subcontractors, for the term services are provided under this Agreement. CCS shall promptly notify the County, 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 pursuant to the terms of Article IX.

- 10.2 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.

The County agrees to indemnify and hold harmless CCS, 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 County, its agents, employees, or independent contractors. The County agrees 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 agrees that CCS' 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 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.

- 10.3 HIPAA. CCS, the County, Facilities, and their employees, agents and subcontractors shall fully comply with all necessary County 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, Facilities, and their employees and agents shall indemnify and hold harmless CCS from and against any claims of any kind made as a result of alleged or actual violations of HIPAA by the County and its 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 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 and its 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 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 to pay providers for medical services at certain reduced rates, County designates CSS as their agent to assert rights and privileges in carrying out the purpose of this Agreement or in services provided at the direction of the County.
- 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 the County is a party and which relate to the providing of health care to Juveniles /Detainees at the Facilities. 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 CHANGES IN SCOPE. If at any time during the Term of this Agreement (as amended), there is a material change in the scope of services provided by CCS as a result of new, amended, and/or a repealed law or laws (including statutes, codes, and/or case law), related legislation, and/or applicable regulations, the Parties hereby agree to re-negotiate the affected terms of this Agreement in good faith, and within a reasonable time not to exceed 30 days from the effective date of the material change. In the event the Parties are not able to re-negotiate the affected terms of this Agreement, either Party may terminate the Agreement without cause upon providing 60 days advance written notice.
- 11.8 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.

- 11.9 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, Division of Corrections
700 S. Hydraulic
Wichita, Kansas 67211

Copy to:
Sedgwick County Counselor's Office
Attn: Contract Notification
Sedgwick County Court House
525 N. Main, Suite 359
Wichita, Kansas 67203-3790

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

- 11.10 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas without regard to the conflicts of laws or rules of any jurisdiction.
- 11.11 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.
- 11.12 SURVIVAL. The following provisions will survive any termination or expiration of the Agreement: Article VIII, Article IX and Article X.
- 11.13 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.
- 11.14 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.
- 11.15 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.
- 11.16 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.

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

SEDGWICK COUNTY, KANSAS



for

Name: Joseph Thomas

Title: Purchasing Director

Date: August 24, 2018

CORRECT CARE SOLUTIONS, LLC



Name: Brad Dunbar

Title: Executive Vice President

Date: August 23, 2018

APPROVED AS TO FORM ONLY:



Name: William Deer

Title: Assistant County Counsel

Date: 8/24/18

ATTESTED TO:

Name: Karen S.

Title: Chief Dep. Clerk

Date: 8-24-2018



EXHIBIT A – STAFFING MATRIX

Day Shift									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Registered Nurse/Clinic Manager	10	10	10				10	40	1.000
Physician			4					4	0.100
Mid-Level (NP/PA)	8				8			16	0.400
Licensed Practical Nurse (6a - 4:30p)				10	10	10		30	0.750
Licensed Practical Nurse (10:30a - 9:00p)	10	10	10					30	0.750
Psychiatrist	1							1	0.025
Psychiatric Mid-Level (NP/PA)				4				4	0.100
Certified Medication Aide								-	-
Total Hours/FTE - Day								125	3.125
Evening Shift									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Certified Medication Aide				5	5	4	4	18.0	0.450
Total Hours/FTE - Evening								18	0.450
Weekly Total									
TOTAL HOURS/FTE - WEEKLY								143	3.575

This pattern will allow for nursing to cover four (4) different medication passes, with the shifts for the RN and LPN on 10 hour days, Monday through Friday of 6:00 a.m. to 4:30 p.m. (half hour lunch), with the exception of Wednesday, in which the RN or LPN will adjust hours to cover in the evening till 9:00 p.m. The RN and LPN will work from 7:00 a.m. to 5:30 p.m. on Saturday and Sunday (half hour lunch). The Certified Medication Aide will work from 4:00 p.m. to 9:00 p.m. on Thursday and Friday and 5:00 p.m. to 9:00 p.m. on Saturday and Sunday. This schedule would allow for coverage Monday through Friday from 6:00 a.m. to 9:00 p.m. and Saturday and Sunday from 7:00 a.m. to 9:00 p.m.

The formal schedule has not been established at this time.

**FIRST AMENDMENT TO AGREEMENT FOR
JUVENILE HEALTH CARE SERVICES**

by and between:

**SEDGWICK COUNTY, KANSAS
and
WELLPATH, f/k/a CORRECT CARE SOLUTIONS, LLC**

This First Amendment to Agreement for Juvenile Health Care Services is entered into on this 9 day of March, 2020, by and between Sedgwick County, Kansas ("County") and Wellpath (formerly known as Correct Care Solutions, LLC), a corporation licensed to do business in the State of Kansas ("Contractor").

WITNESSETH:

WHEREAS, County and Contractor entered into an Agreement for Juvenile Health Care Services ("Original Agreement") on August 24, 2018 for a term beginning September 24, 2018 through December 31, 2019; and

WHEREAS, the parties wish to amend the Agreement to extend the term of the Original Agreement to December 31, 2020 and to provide other for other revisions to the terms and conditions in the Original Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto do agree to amend the Original Agreement as follows:

1. The Original Agreement is amended to extend the term through December 31, 2020.
2. Except as provided herein, compensation to be paid to Wellpath in equal monthly payments remains at \$43,477.77.
3. Wellpath will provide a weekly report to County of actual hours worked by Wellpath staff in the prior week. Should the number of staff hours fail to meet the staffing plan set forth in Exhibit A (attached hereto and incorporated herein), Wellpath will provide credit to County in the following month's invoice detailing the salary of the positions with shortages and subtracting such amount from the amount set forth in Section 2 above.

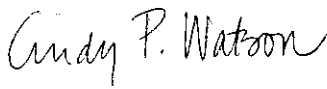
4. Notwithstanding any provision to the contrary in this First Amendment or the Original Agreement, Wellpath will provide and bear the cost of providing medical care, whether onsite or offsite, for pregnant juveniles. Wellpath shall not be responsible for the cost of any medical services provided to infants.
5. Any provision not specifically amended herein shall remain as provided for in the Original Agreement. To the extent there is a conflict between the terms of this Amendment and the Original Agreement, this Amendment will control.
6. This First Amendment shall become effective on January 1, 2020, provided both parties' authorized representatives have signed indicating their approval.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment by signature of their duly authorized officers the day and year first above written.


SEDGWICK COUNTY, KANSAS

WELLPATH


Joseph Thomas
Purchasing Director


Cindy Watson
President, Local Government Division

ATTEST:


for Kelly B. Arnold, County Clerk



APPROVED AS TO FORM:

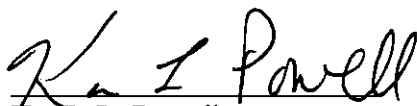

Karen L. Powell
Deputy County Counselor

EXHIBIT A

Sedgwick County, KS - Juvenile									
Title	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Days									
Registered Nurse/Clinic Manager	10	10	10				10	40	1
Physician			1					1	0.025
Mid-Level (NP/PA)	8		6		8			22	0.55
Licensed Practical Nurse (6a - 4:30p)				10	10	10		30	0.75
Licensed Practical Nurse (10:30a - 9:00p)	10	10	10					30	0.75
Psychiatrist	1							1	0.025
Psychiatric Mid-Level (NP/PA)				4				4	0.1
								0	0
TOTAL HOURS/FTE-Day								128	3.2
Evenings									
Certified Medication Aide				5	5	4	4	18	0.45
								0	0
TOTAL HOURS/FTE-Evenings								18	0.45
TOTAL								146	3.65

This pattern will allow for nursing to cover four (4) different medication passes, with the shifts for the RN and LPN on 10 hour days, Monday through Friday of 6:00 a.m. to 4:30 p.m. (half hour lunch), with the exception of Wednesday, in which the RN or LPN will adjust hours to cover in the evening till 9:00 p.m. The RN and LPN will work from 7:00 a.m. to 5:30 p.m. on Saturday and Sunday (half hour lunch). The Certified Medication Aide will work from 4:00 p.m. to 9:00 p.m. on Thursday and Friday and 5:00 p.m. to 9:00 p.m. on Saturday and Sunday. This schedule would allow for coverage Monday through Friday from 6:00 a.m. to 9:00 p.m. and Saturday and Sunday from 7:00 a.m. to 9:00 p.m.

**SECOND AMENDMENT TO AGREEMENT FOR
JUVENILE HEALTH CARE SERVICES**

by and between:

**SEDGWICK COUNTY, KANSAS
and
WELLPATH LLC, f/k/a CORRECT CARE SOLUTIONS, LLC**

This Second Amendment to Agreement for Juvenile Health Care Services is entered into on this 22nd day of December 2020, by and between Sedgwick County, Kansas ("County") and Wellpath LLC (formerly known as Correct Care Solutions, LLC), a Delaware limited liability company licensed to do business in the State of Kansas ("Contractor").

WITNESSETH:

WHEREAS, County and Contractor entered into an Agreement for Juvenile Health Care Services ("Original Agreement") on August 24, 2018 for a term beginning September 24, 2018 through December 31, 2019 and amended the contract on March 9, 2020 to extend the term to December 31, 2020; and

WHEREAS, the parties wish to amend the Agreement for a second time to extend the term of the Original Agreement to December 31, 2022 and to provide other for other revisions to the terms and conditions in the Original Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto do agree to amend the Original Agreement as follows:

1. The Original Agreement is amended to extend the term through December 31, 2022.
2. Except as provided herein, compensation to be paid to Wellpath in equal monthly payments remains at \$44,782.10 and not to exceed \$537,385.20
3. Any failure to adhere to licensing regulations and timelines, medication administrations processes, policy compliance and timelines or provision of required reports will result in a holdback set forth in Exhibit A (attached hereto and incorporated herein). Any citations under licensing reviews/audits/facility visits will result in a responsive corrective action by the vendor. Any fines or remuneration assessed by a licensing authority or regulatory authority attached to deficiencies

under the scope of services will be the responsibility of the vendor. The County reserves the right to waive fees based on input from the vendor.

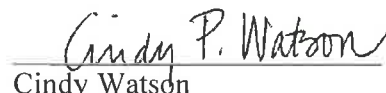
4. Wellpath will provide a monthly report to County of actual hours worked by Wellpath staff in the prior month. Should the number of staff hours fail to meet the staffing plan set forth in Exhibit B (attached hereto and incorporated herein), Wellpath will provide credit to County in the following month's invoice detailing the salary of the positions with shortages and subtracting such amount from the amount set forth in Section 2 above.
5. Any provision not specifically amended herein shall remain as provided for in the Original Agreement and the First Amendment. To the extent there is a conflict between the terms of this Amendment and the Original Agreement or the First Amendment, this Amendment will control.
6. This Second Amendment shall become effective on January 1, 2021, provided both parties' authorized representatives have signed indicating their approval.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment by signature of their duly authorized officers the day and year first above written.

SEDGWICK COUNTY, KANSAS

WELLPATH


Joseph Thomas
Purchasing Director


Cindy Watson
President Local Government

ATTEST:


Kelly B. Arnold, County Clerk



APPROVED AS TO FORM:



Karen L. Powell
Deputy County Counselor

Exhibit A

Performance Indicator	Submission Date	Holdback
Sick Call - Monthly	Due by the 5 th of each month, if the 5 th falls on a weekend or holiday please submit the next business day.	\$100 per business day overdue
CAP Report	Due by the 25 th of the month, if the 25 th falls on a weekend or holiday please submit the next business day.	\$100 per business day overdue
Staffing Report	Due by the 25 th of the month, if the 25 th falls on a weekend or holiday please submit the next business day.	\$100 per business day overdue
Quarterly Report	Due by the 5 th of each month, if the 5 th falls on a weekend or holiday please submit the next business day.	\$100 per business day overdue

Exhibit B

Day Shift									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Registered Nurse/Clinic Manager 6a-1630p	10	10	10				10	40	1.000
Physician			1					1	0.025
Mid-Level (NP/PA)	8		6		8			22	0.550
Licensed Practical Nurse (0600-1630)				10	10	10		30	0.750
Licensed Practical Nurse (1100a-2130)	10	10	10					30	0.750
Psychiatrist	1							1	0.025
Psychiatric Mid-Level (NP/PA)				2				2	0.050
Total Hours/FTE - Day								126	3.150
Evening Shift									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Certified Medication Aide				6	6	6	6	24.0	0.600
Total Hours/FTE - Evening								24	0.600
Weekly Total									
TOTAL HOURS/FTE - WEEKLY								150	3.750

* Actual schedule is open to variation on days worked.