

CONTRACTUAL AGREEMENT
between
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF COMMUNITY CORRECTIONS
and
BLUEGRASS REGIONAL MENTAL HEALTH-MENTAL RETARDATION BOARD, Inc.
dba
COMPREHENSIVE CARE CENTER

This agreement is made and entered into on this the 1st day of July, 2012 by and between Lexington-Fayette Urban County Division of Community Corrections (herein referred to as "Division") and Bluegrass Regional Mental Health-Mental Retardation Board dba Comprehensive Care Center (herein referred to as "Contractor").

NOW THEREFORE, in consideration of the mutual agreements set forth within, the parties hereto, intending to be legally bound, agree to the following:

PART A - GENERAL TERMS AND PROVISIONS:

1. Definition of Terms:
 - a. Division – Lexington-Fayette Urban County Government, Division of Community Corrections
 - b. Contractor – Bluegrass Regional Mental Health-Mental Retardation Board, Inc. dba Comprehensive Care Center
2. **The Division requires a program that meets constitutional requirements and complies with the standards of mental health care as practiced in Fayette County, Kentucky as well as the provisions of the Kentucky Revised Statutes and the Kentucky Administrative Regulations promulgated there under.** The specifications set forth are for informational purposes and to provide a general description of the requirement.

PART B – SCOPE OF DUTIES:

1. The contractor agrees to perform the services herein described particularly for the Division of Community Corrections as follows:
 - a. The Division currently operates an Adult Detention facility at the following location:
Fayette County Detention Center
600 Old Frankfort Circle, Lexington, Kentucky 40510
2. The scope of these specifications involves providing a full range of mental health services.
3. The Contractor shall develop a mental health program for evaluation, treatment and/or referral of offenders to include (but not be limited to):
 - a. Intake/Triage and Booking Screening processes to meet the intent of KRS 210.365, "Telephonic Behavioral Triage System".
 - i. The Contractor will provide for twenty-four (24) hours per day, seven (7) days per week assessment of offenders based upon responses to Intake Triage and Booking Screening Questions.
 - ii. Coverage will be accomplished using mental health staff familiar with Division operations, policies and practices.

- b. Offenders segregated for psychiatric reasons shall be examined by a psychiatrist, physician or designee **within twenty-four (24) hours** after segregation.
- c. Mental health evaluations must support segregation of offenders based on risk of physical danger to self or others.
- d. All offenders segregated from the general population for suicidal observation will be seen daily by qualified mental health personnel.
- e. Offenders segregated for mental health observation will be seen weekly by qualified mental health personnel.
- f. A psychiatrist or mental health staff designee shall be responsible to determine when an offender should be sent or returned to general population, with documentation regarding these decisions placed in the mental health chart and recommendations for housing and supervision provided to the classification unit.
- g. The Contractor will provide board certified psychiatric services to run medication clinic for Division detainees with confirmed psychiatric diagnoses.
 - i. The Psychiatrist shall be available one (1) hour per week, as needed, for consultation with Division staff.
 - ii. All offenders referred for mental health evaluation shall be evaluated by a mental health professional.
 - 1. The evaluation will include a mental status exam and an assessment of suicidal risk, potential for violence, and special housing needs.
- h. Psychotropic medication shall be used where appropriate.
 - i. To maximize the effectiveness of pharmacotherapy and to reduce the toxicity and side effects of medication, an intensive program of drug monitoring shall exist.
 - ii. All offenders placed on drug therapy shall be seen by the psychiatrist at the next scheduled visit.
 - iii. The contractor is responsible for tracking and ensuring that all medications ordered are being dispensed as ordered and within the timeframe ordered.
- i. The Contractor will be responsible for the purchase and provision of all psychotropic medications up to an annual aggregate cap of \$275,000.
 - i. If psychotropic costs exceed \$275,000 annually but are less than \$285,000 annually, then the Contractor shall pay 15% of the costs of the psychotropics over \$275,000 annually but less than \$285,000 annually.
 - ii. If psychotropic costs exceed \$285,000 annually then the Contractor shall pay 30% of the costs of the psychotropics over \$285,000.
 - iii. If costs are less than \$275,000 annually then the Contractor shall remit 90% of the unspent funds that are less than \$275,000; and the Contractor shall retain 10% of such unspent dollars for administrative and managerial costs.
- j. The Contractor shall work with the Medical Services Contractor to develop appropriate mechanisms for storage, delivery and inventory of psychotropic medications that meet the needs of the Division and the Contractors.

- k. All offenders referred for evaluation by a mental health professional, and subsequently prescribed psychotropic medications, **and/or** who also poses a behavior management problem, shall have a formal Behavior Management Plan developed by the mental health care staff with input from the Division staff.
 - i. The Behavior Management Plan shall be available for review to appropriate Division staff.
 - l. The contractor will actively collaborate with the Division's medical provider to identify, evaluate and treat inmates who have potential for substance abuse withdrawal while in custody of the Lexington-Fayette County Detention Center according to established Division Policy, Procedure or Operational Orders.
4. Contractor will provide the following staff:
- a. 3.0 FTE Master's Level Social Worker/Psychologist or related field
 - b. 5.0 FTE Master's or professional equivalent, i.e., B.S. plus experience
 - c. 0.4 FTE B. S.W. or related field (weekend, daytime)
 - d. 2.0 FTE Case Managers (13S or related field)
 - e. 0.5 FTE B SW or Related Field (weekdays) 5 persons back-up, on call professionals - holiday/annual and sick leave
 - f. Relief staff (not to exceed 400 total professional hours; per year)
 - g. 20 hours per week Psychiatrist, plus additional back-up consultation.
 - i. Mental Health Professionals will exclusively provide emergency consultation to the Division staff, and carry out crisis intervention with the Division detainees.
 - h. The Contractor shall be required to reimburse the Division the actual costs (salary and fringe benefits) for staff positions identified in the Contractor's proposed staffing levels which remain unfilled for more than seven (7) days, and for each day thereafter.
5. The Contractor will provide the following:
- a. Job descriptions
 - b. Post descriptions
 - c. An orientation program for all new staff
6. Contractor will provide mental health coverage 24-hours per day, 7-days per week, 365-days per year using on-site staff. While the intent is to provide round-the-clock coverage, minimal augmentation of on-site coverage will consist of mental health care staff on-call for telephonic and/or teleconferencing.
- a. Additional hours will vary as funding allows.
 - b. The professional providing this coverage shall be mutually acceptable to both parties.
 - c. The contractor shall identify and approve candidates, however, before final approval; candidates will be screened by the Division Contract Monitor.
7. When mental health care staff is on annual, sick or holiday leave, up to four-hundred (400) hours of back-up coverage will be provided.

- a. Mental Health Contract Administrator will inform facility administrators of scheduled staff member absences.
 - b. Adult Detention Facility staff will be provided a schedule outlining staff coverage for periods of annual and holiday leave.
 - i. Services shall be provided by qualified Mental Health Professionals.
8. The Contract shall provide mental health consultation to the Division through an on-call person when mental health care staff is not physically present in the facilities.
- a. On-call consultation shall be available for emergencies or in response to situations requiring critical mental health treatment decision.
 - b. Such situations include (but are not limited to):
 - i. Suicide attempts
 - ii. Deaths due to suicide
 - iii. Hostage situations
 - iv. Riot situation
 - v. Division requests needing consultation in response to a situation requiring critical treatment decisions.
 - 1. This circumstance is to be used for serious emergencies only.
9. **Grievances** – Grievances filed by offenders shall be referred to the Contractor’s on-site Mental Health Administrator who shall review the grievance, gather appropriate information concerning the complaint and take appropriate action consistent with Division procedures.
- a. All grievances will be responded to by the Contractor’s on-site Mental Health Administrator within the Grievance procedures as outlined in the Division’s Policy and Procedure.
10. The Contractor will collect and supply adequate statistics to document services provided.
- a. A comprehensive annual statistical report shall be forwarded to the Director.
 - b. Monthly statistics shall be required to include:
 - i. Number of offenders referred for mental health evaluation
 - ii. Number of offenders seen by psychiatrist
 - iii. Number of offenders seen by psychologist/social worker/counselor
 - iv. Number of offenders referred for substance abuse withdrawal
 - v. Number of offenders housed in transitional housing
 - vi. Breakdown of Case Manager activities
 - vii. Number of mental health housing unit admissions, patient days per month, average length of stay
 - viii. Number of court-ordered mental status evaluations conducted
 - ix. Off-site mental health hospital admissions
 - x. Number of Intake Triage mental health screenings conducted
 - xi. Number of emergencies requiring mental health response

- xii. Percentage of offender population dispensed mental health medication
 - xiii. Cost of psychotropic medications dispensed for the previous month
 - xiv. Cost to date of psychotropic medications dispensed and percentage of aggregate cap
 - xv. Number of hours worked by entire mental health staff, specifying each post or shift
 - xvi. Number of grievances filed, resolved or unresolved including reasons
- c. Daily Statistics – A narrative report for the previous twenty-four (24) hours, capturing the following data shall be submitted to the Assistant Director – Operations, Contract Monitor and Classification Major on a daily basis prior to 10:00 a.m., to include:
- i. Suicide data (i.e., attempts and precautions taken)
 - ii. Staffing vacancies/absences
 - iii. A list of lost medical files
11. On a scheduled basis, the Contractor’s administrative staff shall have documented monthly meetings with Division administrative staff to evaluate statistics, cost of services, program needs, problems, and coordination between custody and medical/mental health personnel.
12. Additionally, the Contractor shall meet with the Division staff at such time and place as designated by the Division to solve problems and to initiate any change in operations for improvement of the total mental health care services provided the offender population.
- a. The Contractor will actively participate in all Critical Care meetings as called by the Division for the care of offenders presenting special management requirements.
 - i. Recommendations concerning appropriate mental health care management of the offender will be proffered by the Contractor as part of their participation in Critical Care meetings.
13. Documentation of mental health care staff roles in the jail disaster plan.
- a. The Contractor shall, in times of emergency or threat thereof, whether accidental, natural or caused by man, provide assistance to the Division to the extent or degree required by Policy and Procedure or Operational Order.
14. The Mental Health Professionals will be employees of the Contractor and will be under the supervision of the program director.
- a. In addition, the Contractor’s staff will discharge their duties within the parameters of the Division's policies and procedures.
15. Contractor shall have complete access to any records, created through performance of contract services which are maintained at the Adult Detention Facility.
- a. Such records include, but are not limited to, clinical records, correspondence, notes, etc.
 - b. The responsibility for maintenance of the medical chart is the purview of the Medical Services Contractor.
 - c. The Contractor shall work cooperatively with the Medical Services Contractor to develop appropriate mechanisms for access to the medical charts that do not pose an undue burden on either entity.

- d. If an offender's medical chart is missing and cannot be located within eight (8) hours of the discovered loss, the Contractor's Administrator and the Division's Contract Monitor shall be electronically notified and a duplicate chart shall be immediately generated.
 - i. The Contractor's Administrator, the Medical Services Contractor Administrator and the Division's Contract Monitor shall investigate the circumstances surrounding the missing medical chart to determine what corrective action needs to be taken.
16. No information contained in the medical Charts/Records shall be released by the Contractor except as provided by the Division's policy, a court order or otherwise in accordance with applicable law.
17. Quality/Assurance Requirements
- a. An on-going quality assurance program conducted by the Division shall consist of regularly scheduled audits of offender mental health care services with documentation of deficiencies and recommendations for the correction of deficiencies. A copy of any audits shall be delivered to the Contractor.
 - b. The quality assurance plan shall include a provision for program and Contract monitoring (peer review) by an "outside" correctional mental health care consultant on an annual basis, the results of which shall be made available to the Contractor. The cost shall be paid by the Division.
18. Contractor hereby agrees to comply and states it is in compliance with Title VI of the Civil Rights Act of 1964, and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education and Welfare (45 CFR, Part 80) of that Title.
19. The services rendered under this Contract shall be critical to the mandated responsibilities of the Director; therefore, the Contractor shall reimburse the Director for all expenses incurred by the Division of Community Corrections in providing services which are the responsibility of the Contractor.
- a. Such expenses shall be reduced from the monthly payment due the Contractor.
 - b. In the event the agreement is terminated prior to its expiration, all finished or unfinished documents, studies, correspondence, reports and other products prepared by or for the contractor under this agreement shall become the exclusive property of the Director.
 - a. Notwithstanding the above, the Contractor shall not be relieved of liability to the Director for damage sustained by the Division by virtue of any breach of the agreement by the Contractor.

PART C – COMPENSATION:

1. In consideration of the performance by the Contractor of the services herein before set forth, the Division agrees to pay the sum of **\$72,921.67** per month if the population is 1200 inmate or less or **\$73,438.75** per month if the population is 1201-1300 inmates per month payable thirty (30) days after the receipt of appropriate billing.
2. The Contractor's fee relative to the services rendered shall not exceed a total of **\$881,265** the amount the Division has allotted to Comprehensive Care Center for services and medications to the Adult Detention Facility { $\$606,265(1,661 \text{ per day} \times 365 \text{ days}) + \$275,000.00 = \$881,265$ }.
3. Adjustments to the cost of the Contract and per diem rates in contract shall be based on changes in the **Medical Care Component** of the **Consumer Price Index** for all urban consumers in the **South**

Region (All Urban Consumers, Class B/C City) of the United States for the previous 12-month calendar period.

4. Any increase in the aggregate cap for psychotropic medications will be determined by negotiation between the Division and the Contractor utilizing data to include but not limited to:
 - a. An amount equal to the percent of increase in the cost of Quetiapine, Risperidone, Aripiprazole, and Olanzapine during previous fiscal year
 - b. Percent increase in the average jail census during previous fiscal year
 - c. Percent increase in the number of inmate request for services during previous fiscal year
 - d. Percent increase in the number of clinical contacts during previous fiscal year
5. Any adjustments will be made at the beginning of the next fiscal year.
6. This contract can be amended by mutual consent of both parties.
7. The Division shall pay the Contractor for provision of designated services during the term of the contract which shall be payable in equal monthly payments.
 - a. The Contractor shall bill on the first day of the month that services are to be rendered and the Division shall pay on or before the last day of the month during which services were rendered.
8. The Contractor retains the right to renegotiate compensation if the average inmate population exceeds **1400 ADP** for **thirty (30) consecutive days**.
 - a. **Average Daily Population (ADP)** shall be calculated based upon the number of offenders in custody at the Adult Detention facility combined as determined from data queried from the Division's Management Information System based upon the following formula:
 - i. Total number of offenders in custody between 12:00AM and 11:59PM (O) minus one-half of the releases (R) for that same period. ($O - \frac{1}{2} R = ADP$).

PART D – TERMS OF CONTRACT

1. The term of the contract is for 1 three year period. Upon mutual agreement, the Contract may be renewed for 2 one year extensions based upon negotiations of the service delivery and costs.
 - a. Changes in the contractual provisions or services to be furnished under the contract may be made only in writing, and must be approved by the LFUCG and the agent of the contractor.
 - b. Should a decision be made to increase the scope of the contract, the LFUCG and the contractor shall mutually agree, in writing, to an adjusted contract price.
2. Contractor hereby indemnifies and holds the LFUCG harmless up to the limits of Contractor applicable insurance policy, from and against any claims against LFUCG proximately caused by negligence in treatment rendered by Contractor personnel; provided, however, that Contractor will not be responsible for any claim arising out of the LFUCG or its employees, agents, or contractors (i) preventing an inmate from receiving services ordered by Contractor or its agents or contractors; (ii) failing to exercise good judgment in promptly presenting an inmate to Contractor for service; or (iii) own acts or omissions, including negligence or willful misconduct. LFUCG agrees to notify Contractor Legal Department in writing within thirty (30) days after LFUCG has received written notice of a claim, Contractor indemnification and defense obligations hereunder will not apply for expenses incurred or settlements offered or effected, prior to notice to Contractor. Contractor shall have the right to control the defense and/or settlement of the claim.

3. The Contractor shall not commence any work in connection with this contract until all the following types of insurance and such insurance have been obtained and approved by the Division of Community Corrections, nor shall the Contractor allow any Sub-Contractor to commence work on his sub-contract until all similar insurance required of the Sub-Contractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the Commonwealth of Kentucky.

a. Worker's Compensation Insurance

- i. The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the Sub-Contractor similarly to provide Worker's Compensation Insurance for all the Latter's employees unless such employees are covered by the protection afforded by the Contractor.
- ii. Such insurance shall comply fully with the Kentucky's Worker's Compensation Law.
 1. In case any hazardous work under this contract at the site of the project is not protected under the Worker's Compensation statute, the Contractor shall provide, and cause each Sub-Contractor to provide adequate insurance, satisfactory to the Division of Community Corrections, for the protection of employees not otherwise protected.
- iii. Worker's Compensation shall be provided as required by the Kentucky Revised Statutes, and Employer's Liability \$500,000 one accident and aggregate disease.
 1. The contractor shall waive all rights of subrogation against the Division for losses arising from work performed by the Contractor for the Division.
 2. Coverage shall not be suspended or reduced in limits during the contract period.

b. Contractor's Public Liability and Property Damage Insurance

- i. The Contractor shall take out and maintain during the life of this contract, Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance and shall protect from claims for damage for personal injury, including accidental death, as well as claims for property damage which may arise from operations under this contract whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor during the life of this contract ***on any contractor owned vehicle***, Comprehensive General Liability, etc.
- ii. The amounts of such insurance shall be the minimum limits as follows:
 1. Comprehensive General – \$500,000 bodily injury and property Liability damage combined single limit.
 2. Automobile – \$500,000 bodily injury and property damage combined single limit.

c. Other Insurance

- i. Professional Liability – covering mental health services related incidents during the contract period and providing the following coverage and endorsement:
 1. Not less than \$1,000,000 per occurrence, \$3,000,000 aggregate for independent contractor physicians contracted by Contractor.

2. Limits of not less than 1,000,000 per occurrence, \$5,000,000 aggregate for Contractor's employees including medical or professional staff, and employees acting under the control or supervision of the Contractor for any act or omission in the furnishing of mental health care services.
 3. The provider must show proof of agreement to maintain jail insurance coverage for a period of 7 years after the last day of service.
 - ii. Extended Business Liability Endorsement
 - iii. Broad Form Contractual Liability
 - iv. Personal Injury Liability
4. The Contractor shall comply with all provisions of Federal, State and local regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, age, handicap or national origin.
5. The Contractor shall agree to warrant that no person or selling agency has been employed or retained to solicit this contract upon an agreement of understanding for commission, percentage, brokerage or contingency, except bona fide employees or selling agents maintained by the Contractor for the purpose of securing business.
6. The Division of Community Corrections must approve, in advance, all subcontracts entered into by the Contractor for the purpose of completing the provisions of this contract.
 - a. The Contractor shall not sell, assign, transfer, nor convey any of its rights except with the written consent of the LFUCG or its designee.
7. The Division of Community Corrections may request replacement of any Contractor personnel believed unable to carry out the responsibilities of the contract and shall approve all appointments to the positions of program administrator, psychiatrists and other Contractor personnel.
 - a. All Contractor personnel shall be subject to a security/background check by the Division.
8. The Contractor shall, at all times observe and comply with all Federal, State, local and municipal laws, ordinances, rules and regulations in any way affecting the contract. The Contractor shall maintain regular communications with the Director, or designees, and shall actively cooperate in all matters pertaining to this contract.
9. Communications from the Division to the Contractor shall be responded to in a timely manner.
10. The Division of Community Corrections may terminate the contract at any time the Contractor fails to carry out its provisions.
 - a. The LFUCG shall give the Contractor notice of such termination with stated reasons for the termination. If, after such notice, the Contractor fails to cure the conditions within the specified time period contained in the notice, it shall be the discretion of the LFUCG to order the Contractor to stop work immediately and leave the premises or to reinstate the contract based upon corrective action.
 - b. Either party may terminate the agreement, without cause, upon giving the other party not less than sixty (60) calendar day's written notice of termination.
11. The services rendered under this Contract shall be critical to the mandated responsibilities of the LFUCG; therefore, the Contractor shall reimburse the LFUCG for all expenses incurred by the

Division of Community Corrections in providing services which are the responsibility of the Contractor.

- a. Such expenses shall be reduced from the monthly payment due the Contractor.
 - b. In the event the agreement is terminated prior to its expiration, all finished or unfinished documents, studies, correspondence, reports and other products prepared by or for the contractor under this agreement shall become the exclusive property of the LFUCG.
 - c. Notwithstanding the above, the Contractor shall not be relieved of liability to the LFUCG for damage sustained by the Division by virtue of any breach of the agreement by the Contractor.
12. The Contractor agrees to indemnify and hold harmless the LFUCG, his agents, servants and employees from any and all claims, actions, lawsuits, judgments or liabilities of any kind whatsoever deriving from acts or omissions of the Contractor, its agents or sub-contractors.
- a. The Contractor shall carry malpractice insurance with the limits set forth in this contract evidenced by additional insured endorsement adding the Division of Community Corrections and its officers and employees as additional insured.
14. Neither the Contractor nor the LFUCG shall publish any findings based on data obtained from the operation of a contract agreement without the prior consent of the other party, whose written consent shall not be unreasonably withheld.
16. No research projects involving offenders, other than projects limited to the use of information from Charts/Records compiled in the ordinary delivery of patient care activities shall be conducted without prior written consent of the Director or his designee.
- a. The conditions under which research shall be conducted shall be agreeing to by the Contractor and the Director or his designee, and shall be governed by written guidelines.
 - b. In every case, the written informed consent of each offender who is a subject of a research project shall be obtained prior to the participation of an offender as a subject.
17. The Contractor shall provide services which meet Federal constitutional standards, meet Kentucky constitutional standards, comply with Title 501 Kentucky Administrative Regulations Chapter 10 Direct Supervision for Full Service Jails Standards and meet community standards of care.
18. The LFUCG or its designee shall have the complete and unlimited right to access any and all information maintained by Contractor which may be needed to insure compliance with the contract terms and conditions, and to monitor contractual compliance. The Contractor shall make available all charts/records or data requested within five (5) days, time is of the essence.
19. All permits and licenses required by Federal, State or local laws, rules and regulations necessary for the implementation of the work undertaken by the Contractor pursuant to the contract shall be secured and paid for by the Contractor. It is the responsibility of the Contractor to have and maintain the appropriate certificate(s) valid for work to be performed and valid for the jurisdiction in which the work is to be conducted.
20. Contractor shall not be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including, without limitation, strikes or labor disputes, labor shortages, inmate disturbances, lack of LFUCG's financial or physical resources, failure of the LFUCG to provide proper security services, acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods,

failure of transportation, or any similar cause beyond the reasonable control of on or both of the parties.

21. Notwithstanding anything herein to the contrary, of any applicable law, statute, rule, regulation, standard, court order or decree, or any policy, practice, or procedure of any applicable governmental unit, agency or office (including but not limited to the federal, state or local courts, legislative bodies, and agencies, including the Lexington-Fayette Urban County Government or its respective officers or agents) is adopted, implemented, amended or changed; or of any standard of care or treatment protocol changes or evolves in any material respect, or if any new medication or therapy is introduced to treat any illness, disease or condition; or of any of the cost or historical information upon which this contract is based, the Contractor and the Division agree to meet to negotiate compensation or service requirement changes. The parties agree to meet and negotiate in good faith within thirty (30) days following the giving of notice by one party to the other party of a change (whether such changes is anticipated or implemented). If the parties fail to reach agreement regarding compensation or service requirement changes within the foregoing thirty (30) day period, then either the Division or Contractor may terminate this agreement upon sixty (60) days prior written notice.

IN WITNESS WHEREOF, the parties executed this contract the day, the month the year written above.

Lexington-Fayette Urban County Government

Jim Gray
Mayor
Lexington-Fayette Urban County Government

Bluegrass Regional Mental Health-Mental Retardation Board, Inc.

Shannon P. Ware
President/CEO
Bluegrass Regional Mental Health-Mental Retardation Board, Inc.