

HEALTH SERVICES AGREEMENT
between
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF COMMUNITY CORRECTIONS
and
CHS TX, INC. d/b/a YESCARE

THIS AGREEMENT, by and between the Lexington-Fayette Urban County Government, Division of Community Corrections (the "Division") and CHS TX, Inc. d/b/a YesCare ("YesCare") (hereinafter collectively referred to as the "Parties"), is executed as of the 1st day of July 1, 2024 (the "Effective Date").

WITNESSETH:

WHEREAS, the Division is charged by law with the responsibility for administering, managing and supervising the health care delivery system at the Adult Detention Center located at 600 Old Frankfort Circle, in Lexington, Kentucky (the "Facility"); and

WHEREAS, the objective of the Division is to provide for the delivery of quality health care to inmates in accordance with applicable law; and

WHEREAS, the Division desires to enter into a comprehensive health care services agreement with YesCare to promote this objective; and

WHEREAS, YesCare provides correctional health care staffing and services and desires to provide such staffing and services for the Division under the terms and conditions of this Health Services Agreement (the "Agreement").

NOW, THEREFORE, with the intent to be legally bound, and in consideration of the covenants and promises hereinafter made, the Parties hereto agree as follows:

ARTICLE I: HEALTH CARE SERVICES.

1.1 General Engagement. The Division hereby engages YesCare to provide and to arrange to provide for the delivery of reasonable and necessary medical, behavioral and dental care to individuals under the custody and control of the Division and sentenced to and incarcerated at the Facility ("Inmates"), and YesCare hereby accepts such engagement according to the terms and provisions hereof. YesCare understands and agrees that it will only be financially responsible for the on-site, off-site and emergency care that YesCare and its providers have ordered and coordinated.

1.2 Scope of Services. YesCare will provide on a regular basis professional medical, behavioral health, nursing, dental and related health care and administrative services for the Inmates, including a program for a thorough and complete health care screening at intake of Inmates upon arrival at the Facility, regularly scheduled sick call, nursing coverage, regular physician visits on site, infirmary care, hospitalization, medical specialty services, including chronic care and infection control, emergency medical care, telehealth services, addiction medicine services, medical records management, pharmacy services, health education and training services, a quality assurance program, administrative support services, and other services, all as more specifically described hereinafter and as defined in the Division's RFP #10-2024 Offender Health Care Services for Community Corrections (Exhibit A), the Division's RFP #11-2024 Inmate Mental Health Services (Exhibit B), Certificates of Insurance (Exhibit C), YesCare's Proposal to RFP #10-2024 dated (Exhibit D), YesCare's Proposal to RFP #11-2024 dated (Exhibit E) and YesCare's Final Cost Table and Staffing Plan (Exhibit F).

The parties have agreed to combine RFP #10-2024 and RFP #11-2024 as well as YesCare's corresponding bid responses outlined above into one comprehensive contract. The terms, conditions and obligations of the RFP issued by the Division and YesCare's Proposal to the Division are hereby incorporated by reference and made a part of this Agreement as if fully set out herein.

However, the parties acknowledge and agree that performance indicators outlined in RFP #10-2024, Section 4 and RFP #11-2024, Section 3, for any the performance standards in Section 1.17 and for any mental health staffing shortages shall have a two (2) month grace period from the start date of the contract before any fines or penalties may be imposed.

1.3 Specialty Services. YesCare will provide specialty services (e.g. specialty physicians, radiology services, laboratory services, etc.) on site to the extent reasonably possible. To the extent specialty care is required and cannot be rendered on site, YesCare will make appropriate off-site arrangements for the rendering of such care. YesCare shall be financially responsible for such care provided on site or off-site subject to the provisions of the Aggregate Cap as outlined in Section 1.16 and Article IX.

1.4 Emergency Services. YesCare will be responsible to provide off-site emergency medical care to Inmates, to the extent required, through arrangements to be determined with local hospitals. YesCare will provide and be financially responsible subject to the provisions of the Aggregate Cap for ambulance services for emergency circumstances involving Inmates. Routine transfers will be the financial responsibility of the Division in regard to off-site non-emergency medical treatment. YesCare will provide

emergency medical response to Inmates, visitors, and Facility staff as necessary and appropriate on site.

1.5 Competency and Restoration. YesCare agrees to develop, manage and supervise a comprehensive competency and restoration program to be implemented on or after July 1, 2025, for to up to an average of fifteen (15) eligible patients at any given time.

1.6 Hospitalization Services. YesCare will arrange for the admission of any Inmate, who in the opinion of the treating physician requires hospitalization and YesCare will bear the costs thereof, subject to the provisions of the Aggregate Cap.

1.7 Biohazardous Waste. YesCare will be operationally and financially responsible for the management and removal of all medically generated biohazardous waste.

1.8 Infant Care. YesCare will provide health services to any pregnant Inmate, subject to the provisions of the Aggregate Cap. However, any health care services provided to an infant following birth will be the responsibility of the Division.

1.9 Blood Draw Services. YesCare will perform on-site blood drawing services on individuals who have been presented to YesCare at the Facility as arrested for driving under the influence (DUI). Consistent with NCCHC standards, YesCare staff will perform such blood draws only with the individual's written consent.

1.10 Addiction Medicine ("MAT") Services. YesCare's MAT program will support up to one hundred (100) enrollees on a continual basis. If additional patients require MAT services above the one hundred (100) enrollee average per month for two consecutive months, the parties agree to meet and negotiate additional staffing and compensation to ensure quality care for the patients.

1.11 Pharmaceutical Services. Medications prescribed for any inmate that are currently maintained on-site in stock medication form will be made available within eight (8) hours of the order being written. Non-formulary and patient specific prescriptions will be made available to the inmate on the next business day, Monday through Friday. If clinically indicated, YesCare will utilize a back-up pharmacy for urgent or emergent medications are needed on weekends and/or holidays. YesCare will be responsible for the cost of all medications, except for HCV and HIV medications, Factors products for the treatment of blood disorders, MAT Medications and Limited Distribution Drugs including the associated charges to package and deliver medication to the Facility. YesCare will bill the Division with its actual acquisition cost for all HIV,

HCV medications and Factors VIII products, MAT and approved limited distribution drugs provided at the facility. Further, YesCare will provide a monthly report for billable pharmaceuticals HIV, HCV, Factor products, MAT, and the approved limited distribution drugs (in Appendix A, which may be updated by YesCare on a quarterly basis).

YesCare will continue to manage and participate in its current 340B program for HIV medications to ensure continuity of care.

YesCare will take returns for all pharmaceuticals from the Division based upon Federal, State, and Local laws and regulations. Credit for returned medications will be given to the Division for HCV and HIV medications, Factors products for the treatment of blood disorders, MAT Medications and Limited Distribution Drugs in accordance with these guidelines, as well as YesCare's standards for return and reuse of medications. YesCare will issue credit for the quantities returned for HCV and HIV medications, Factors products for the treatment of blood disorders, MAT Medications and Limited Distribution Drugs at the base price originally charged to the Division.

Other than HCV and HIV medications, Factors products for the treatment of blood disorders, MAT Medications and Limited Distribution Drugs, inasmuch as YesCare bears the risk associated with providing medications and pharmaceutical services for the inmate population all discounts and rebates negotiated and received by YesCare or its pharmacy vendor will remain the property of YesCare and/or its pharmacy vendor. Discounts and rebates for HCV and HIV medications, Factor products for the treatment of blood disorders, MAT Medications and Limited Distribution Drugs will be passed along to the Division based upon the Division's net utilization as a percentage of total utilization generating the discount or rebate.

1.12 Elective Medical Care. YesCare will not be responsible for the provision of elective medical care to Inmates. For purposes of this Agreement, "elective medical care" means medical care which, if not provided, would not in the opinion of YesCare's Medical Director cause the Inmate's health to deteriorate or cause definite harm to the Inmate's well-being.

1.13 Health Care Services to Visitors and Staff. YesCare shall provide emergency medical treatment to visitors or Facility staff as necessary and appropriate on-site.

1.14 Transportation Services. To the extent any Inmate, requires off-site health care treatment (e.g. emergency care, hospitalization, specialty services, etc.), the Division will provide appropriate transportation services as requested by YesCare and the Division will be financially responsible for those transportation services.

1.15 Unauthorized Absence and Pre-Booking Injuries. To the extent possible and medically appropriate, YesCare agrees to render on-site medical services to Inmates for injuries incurred prior to incarceration. In no event, however, shall YesCare be liable for or responsible for the payment of:

- (a) any claim, liability, cost or expense for off-site hospitalization or specialty services arising or incurred at any time in connection with treatment of any Inmate's injury if such injury occurred (i) during any period prior to the Inmate's incarceration or (ii) while the Inmate was away from the Facility during an unauthorized absence such as an escape status, exceptions would be in the case of school or work release, community service, or judicial pass, for reasons other than health care prescribed by YesCare employees or contractors; or
- (b) any claim, liability or cost for off-site hospitalization or specialty services arising out of the Division's, or any of their respective employees, officers, agents or subcontractors (i) preventing any Inmate from receiving medical care ordered by YesCare employees or contractors, (ii) failure to exercise good judgment in promptly presenting any ill or injured Inmate for treatment by YesCare employees or contractors, or (iii) own acts or omissions, including acts of negligence or willful misconduct.

YesCare understands and agrees that once an inmate has been accepted and has been booked into the jail, YesCare accepts responsibility for the provision of health care services, subject to the provisions of the Aggregate Cap.

1.16 Aggregate Cap for Off- Site & Contracted Services. YesCare will be responsible for payment of all contracted services up to an annual aggregate total of \$600,000. Should the amount incurred be less than \$600,000, YesCare will refund the Division an amount equal to \$600,000 less the cost of contracted services. Amounts paid over \$600,000 the Division will be responsible for all costs.

The following costs are considered contracted medical costs and will be included in the annual aggregate cap calculations:

- Emergency room visits
- Ambulance services, including air ambulance
- Off-site physician fees, including those provided by telemedicine
- Off-site dental fees

- Diagnostic services (off-site) including laboratory and radiology services
- Dialysis services (including required medications)
- Physical and occupational therapy for both on and off-site services
- Optometry and audiology services
- Outpatient procedures and surgeries
- Inpatient hospitalization (medical, surgical, dental, and mental health)
- Ancillary hospital services
- Hospice and long-term care / skilled nursing care facilities
- On-site specialist fees (positions not identified in the staffing plan)
- Network premiums, administrative fees, third party scrubbing and repricing fees
- Non-emergency transportation
- Patient specific prosthetics, orthotics, and other durable medical equipment with a unit cost of \$1,000 or greater.

YesCare will supply a comprehensive accounting of all contracted medical services to the Division on a monthly basis. YesCare will invoice the Division on a monthly basis for the balance of total claims paid above the annual threshold, less previous amounts billed to the Division. YesCare understands that all offsite services provided under this agreement will be reimbursed at amounts that do not exceed rates offered under Kentucky Medical Assistance Program (KMAP). YesCare will provide the Division with documentation on a monthly basis that supports the payments made to offsite providers. YesCare will apply its 365-day timely filing policy to claims submitted relating to Division inmates.

At the end of each contract period, YesCare will notify off-site providers of the requirement to submit claims for reimbursement within 90 days after the end of the contract period. YesCare will then have another 90 days to adjudicate and pay all outstanding claims, with a final billing/credit being issued to the Division 210 days after the end of the contract period. In the event YesCare receives a request for claims reimbursement after the final billing/credit for an expired contract period, such claims will be charged to the next contract period, provided the request for claims reimbursement complies with YesCare's 365 day timely filing policy, or is documented as is in the appeals process. Upon the final expiration, or early termination of the Agreement, any claims identified after the final reconciliation will be returned to the off-site provider unpaid.

1.17 Performance Penalties. The Division may impose the following performance penalties:

- If YesCare does not complete an intake within four (4) hours after YesCare receives the patient, the Division may impose a penalty of \$200 for each late intake.
- If YesCare does not complete an initial health assessment within fourteen (14) days of YesCare receiving the patient, the Division may impose a penalty of \$200 for each late health assessment.

ARTICLE II: PERSONNEL.

2.1 Staffing. YesCare will provide the administrative, medical, nursing and support personnel for the rendering of health care services based upon the following ADP levels:

- (a) Up to 1,280 offenders

Staffing Plan

Lexington / Fayette Urban County Government

POSITION	Hrs/ Wk	FTEs
Day Shift		
Health Services Administrator	40	1.00
ACA Coordinator	40	1.00
Administrative Assistant	40	1.00
Behavioral Health Director	40	1.00
Behavioral Health Licensed Practical Nurse	40	1.00
Behavioral Health Technician	56	1.40
Certified Nursing Assistant	40	1.00
Dental Assistant	20	0.50
Dentist	20	0.50
Director of Nursing	40	1.00
Licensed Alcohol Drug Addiction Counselor	40	1.00
Licensed Behavioral Health Professional	176	4.40
Licensed Practical Nurse	264	6.60
Medical Director	40	1.00
Medical Records Clerk	40	1.00
Midlevel Practitioner (NP / PA)	40	1.00
Midlevel Practitioner (NP / PA) - MH	40	1.00
Psychiatrist**	8	0.20
Psychologist	40	1.00
Re-entry Coordinator / Court Liaison	40	1.00
Registered Nurse	192	4.80
Registered Nurse - Education	40	1.00
MAT Program Coordinator	40	1.00
Registered Nurse - MAT	16	0.40
Evening Shift		
Certified Nursing Assistant - MAT	80	2.00
Certified Nursing Assistant - Telehealth	40	1.00
Licensed Mental Health Professional	56	1.40
Licensed Practical Nurse	224	5.60
Registered Nurse	112	2.80
Registered Nurse - MAT	56	1.40
Night Shift		
Licensed Practical Nurse	224	5.60
Registered Nurse	112	2.80
Registered Nurse - MAT	56	1.40
TOTAL HOURS/FTEs per week	2,352	58.80
Day Shift Total	1,392	34.80
Evening Shift Total	568	14.20
Night Shift Total	392	9.80

Staffing Plan - Beginning Contract Year 2
Lexington / Fayette Urban County Government
Competency Restoration Program - 15 Patients

POSITION	Hrs/ Wk	FTEs *
Day Shift		
Administrative Assistant	40	1.00
Behavioral Health Licensed Practical Nurse	20	0.50
Behavioral Health Program Manager	40	1.00
Licensed Behavioral Health Professional	40	1.00
Psychiatrist - Forensic	20	0.50
Behavioral Health Technician - Forensic	40	1.00
TOTAL HOURS/FTEs per week	200	5.00

* FTE represents 2,080 annually inclusive of paid leave (sick, vacation, holiday, etc.)

(b) The staffing levels can be increased based upon patient acuity as well as population levels by mutual agreement of the Parties, documented via a contract amendment.

(c) YesCare shall provide adequate health care personnel to perform those services listed in this Agreement.

1. Minimum on-site coverage must include:

- a. Twenty-four (24) hours, seven days per week qualified medical coverage in the Facility Infirmery and the Facility Intake Area;
- b. Twenty-four (24) hours, seven days per week qualified medical coverage in the Facility medical and detoxification housing unit;
- c. Licensed medical services (physician) to support the above coverage.

- (d) YesCare will provide the name, date of birth, local address, previous employment, social security number and copy of driver's license for all employment applicants. Prior to approval for employment, an applicant screening will be conducted, coordinated with the Division, to include fingerprints and background check.
 - i. Applicable licenses and/or certificates for all professional staff must be on file with YesCare and available to the Division prior to employment.
 - ii. Malpractice insurance must be on file for all Physicians and Nurse Practitioners, and other professional or paraprofessional employees, if applicable.
- (e) All employees of YesCare with inmate contact will adhere to:
 - i. The dress and appearance regulations of the Division, as they apply to employees wearing civilian clothing
 - ii. The security regulations of the Division, as they relate to care, custody and control of the inmate population.
- (f) Copies of staffing schedules encompassing all health care staff are to be posted in designated areas and submitted to the Division's Administrative Officer, Senior on a weekly basis, with updates regarding changes. YesCare will be required to demonstrate staffing by **post** using a duty roster by facility, each shift and signed by appointed supervisor to be submitted to the Division's Administrative Officer, Senior daily.
- (g) YesCare will provide a credit to the Division for the actual cost (salary and fringe benefits per Appendix B) when total hours filled are less than total contract hours, per discipline, as agreed to on the negotiated contract monthly staffing plan. Hours in excess of the monthly contractual requirement for any discipline may be utilized for lower-level disciplines (i.e. RN cover LPN shortages, etc.).

Staffing reconciliation reports will be provided monthly to the Chief or Designee, due on the Monday after the 20th of the following month. Salary and Fringe Benefit rates (Appendix B) will be increased by 3.3% on July 1, 2025, and 2026, respectively. Additional renewal terms will increase Appendix B consistent with Section 9.2 of the Agreement.

- (h) The Division reserves the right to search any person, property or article entering its facility.

2.2 Licensure, Certification and Registration of Personnel. All personnel provided or made available by YesCare to render services hereunder will be licensed, certified or registered, as appropriate, in their respective areas of expertise pursuant to applicable Kentucky law.

2.3 Division Satisfaction with Health Care Personnel. If the Division should become dissatisfied with any health care personnel provided by YesCare hereunder, YesCare, in recognition of the sensitive nature of correctional services, will, following receipt of written notice from the Division of its dissatisfaction and the reasons thereof, exercise its best efforts to resolve the problem and, if the problem is not resolved, remove the individual about whom the Division has expressed its dissatisfaction. YesCare will be allowed a reasonable time prior to removal to find an acceptable replacement.

2.4 Use of Inmates in the Provision of Health Care Services. Inmates will not be employed or otherwise engaged by either YesCare or Division in the direct rendering of any health care services. Inmates may be used in certain janitorial positions not involving the rendering of health care services directly to Inmates as the Parties may mutually agree. At no time may an inmate be engaged in a position that would provide him or her access to medical records.

2.5 Discrimination. YesCare will recruit, select, train, promote, transfer, and release its personnel, as contemplated hereunder, without regard to race, color, religion, national origin, handicap, Vietnam veteran status, age or sex (except where age, sex or handicap is a bona fide occupational qualification). Further, YesCare will administer its other personnel policies such as compensation, benefits, layoffs, return from layoff, company sponsored training, education, and tuition assistance without regard to race, color, religion, national origin, handicap, Vietnam-Era status, age, or sex.

ARTICLE III: ACCREDITATION.

3.1 Accreditation. YesCare understands that the Division intends to seek NCCHC accreditation during the term of this contract. Therefore, YesCare's services hereunder will be designed to meet the standards developed by ACA and NCCHC, and YesCare will cooperate fully with the Division to seek accreditation within eighteen (18) months from the effective date of this agreement, but will not bear any financial responsibility for any accreditation fees.

ARTICLE IV: EDUCATION AND TRAINING.

4.1 Inmate and Staff Health Education. YesCare will conduct a health education program for Inmates and correctional officers at the Facility toward the objective of raising the level of Inmate health and health care, as requested.

ARTICLE V: REPORTS AND RECORDS.

5.1 Medical Records. YesCare will cause to be maintained a medical record for each Inmate who receives health care services. This medical record will be maintained pursuant to applicable law and will be kept separate from the Inmate's confinement record. A complete copy of the applicable medical record will be available to accompany any Inmate who is transferred from the Facility to another location for off-site services. Medical records will be kept confidential. No information contained in the medical records will be released by YesCare except as provided by the Division's policy, by a court order, or otherwise in accordance with applicable law.

5.2 Inmate Health Insurance and Third-Party Reimbursement. YesCare will ascertain information regarding insurance status at first medical encounter with the inmate. Should an offender be covered by third party insurer, public or private, a note will be made to that effect on the chart. Should an offender need off-site care, those insured by a third party will have the name and policy number of the coverage identified on the off-site transfer papers. Included with each set of transfer papers will be a note to the provider requiring billing to be forwarded to the third-party provider, not to the Division or YesCare.

5.3 Inmate Information. In order to assist YesCare in providing the best possible health care services to Inmates, the Division will provide YesCare with information pertaining to Inmates that YesCare identifies as reasonable and necessary for YesCare adequately to perform its obligations hereunder.

5.4 YesCare Records Available to the Division with Limitations on Disclosure. YesCare will make available to the Division, at the Division's request, all records, documents and other papers relating to the direct delivery of health care services to Inmates hereunder; provided, however, that the Division understands that the systems, methods, procedures, written materials and other controls employed by YesCare in the performance of its obligations hereunder are proprietary in nature and will remain the property of YesCare and may not, at any time, be used, distributed, copied or otherwise utilized by the Division, except in connection with the delivery of health care services hereunder, unless such disclosure is approved in advance in writing by YesCare.

5.5 Division Records Available to YesCare with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, the Division will

provide YesCare, at YesCare' request, the Division's records relating to the provision of health care services to Inmates as may be requested by YesCare or as are pertinent to the investigation or defense of any claim related to YesCare' conduct. The Division will make available to YesCare such records as are maintained by the Division, hospitals, and other outside health care providers involved in the care or treatment of Inmates (to the extent the Division has any claim to those records) as YesCare may reasonably request consistent with applicable law; provided, however, that any such information released by the Division to YesCare that the Division considers confidential will be kept confidential by YesCare and will not, except as may be required by law, be distributed to any third party without prior written approval by the Division.

5.6 Administrative Reports. YesCare will provide the Division annual, monthly, and daily statistical reports as requested by the Division in the RFP in a form and format mutually agreed upon by the parties.

ARTICLE VI: SECURITY.

6.1 General. YesCare and the Division understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of YesCare, as well as for the security of Inmates and Facility staff. The Division will provide security services satisfactory to YesCare and sufficient to enable YesCare and its personnel safely to provide the health care services called for hereunder.

6.2 Transportation Off-Site. The Division will provide security as necessary and appropriate in connection with the transportation of any Inmate between the Facility and any other location for off-site services as contemplated herein.

ARTICLE VII: OFFICE SPACE AND EQUIPMENT

7.1 Office Space and Support. The Division agrees to provide YesCare with office space, facilities, office furniture, utilities (including local telephone service), sufficient to enable YesCare to perform its obligations hereunder. YesCare will reimburse the Division for all long-distance telephone charges incurred.

7.2 IT Equipment. YesCare and the Division will mutually agree on the addition and/or replacement of equipment and peripherals. Any equipment approved for replacement will be purchased by the Division. YesCare will issue a credit for fifty percent (50%) of the value of Division equipment purchases within thirty (30) days of installation and equipment vendor invoice receipt. The Division will maintain ownership of equipment at contract termination.

7.3 Medical Equipment. YesCare and the Division will mutually agree on the addition and/or replacement of medical equipment. The Division will collaborate with YesCare to procure appropriate equipment at the lowest cost, to be purchased by either party. YesCare will issue a separate invoice or credit for fifty percent (50%) of the value of Division equipment purchases within thirty (30) days of installation and vendor invoice receipt. The Division will maintain ownership of equipment at contract termination.

7.4 Delivery of Possession. The Division will deliver to YesCare on the date of commencement of this Agreement possession and control of all office equipment and supplies then in place at the Facility's health care unit that is the Division's property.

7.5 Supplies. YesCare warrants and represents that the quality and quantity of supplies on hand during this Agreement will be sufficient to enable YesCare to perform its obligations hereunder.

7.6 General Services. The Division will provide for each Inmate receiving health care services no less than the full range of services and facilities provided by the Division for other Inmates at the Facility including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

ARTICLE VIII: TERM AND TERMINATION OF AGREEMENT.

8.1 Agreement Term. This Agreement will be effective as of 12:01 A.M. on July 1, 2024, for an initial term of three (3) years. This Agreement may be renewed for two (2) additional one-year extensions, unless either party delivers written notice of non-renewal to the other party at least 90 days prior to the expiration of the then-existing term, in which event this Agreement will terminate upon the expiration of the then-existing term.

8.2 Termination. This Agreement may be sooner terminated on the first to occur of the following:

- (a) Termination by Agreement. In the event the Division and YesCare mutually agree in writing, this Agreement may be terminated on terms and date stipulated therein.
- (b) Termination for Default. In the event either party shall give notice to the other that such other party has materially defaulted in the performance of any of its obligations hereunder and such default shall not have been

cured within (30) thirty days following the giving of such notice in writing, the party giving notice shall have the right immediately to terminate this Agreement; provided, however, that the cure period shall be limited to (10) ten days if the default is failure by the Division to timely make any payments due YesCare hereunder.

- (c) Termination by Either Party. Either Party may terminate this Agreement without cause by giving the other Party at least ninety (90) days prior notice.

8.3 Responsibility for Inmate Health Care. Upon termination of this Agreement, total responsibility for providing health care services to all Inmates, including Inmates receiving health care services at facilities off-site, will be transferred from YesCare to the Division.

ARTICLE IX: COMPENSATION.

9.1 Base Compensation. The Division will pay YesCare the sum of \$10,278,132 for the first year of this Agreement for a daily average base inmate population between 1,180 and 1,380 inmates, payable in equal monthly installments of \$856,511 per month. Compensation for the second year of this Agreement will be \$11,408,844, payable in equal monthly installments of \$950,737. Compensation for the third year of this Agreement will be \$11,785,632, payable in equal monthly installments of \$982,136.

YesCare will bill the Division on or before the first day of the month for which services will be rendered, and the Division agrees to pay YesCare within thirty (30) days of invoice receipt. In the event this Agreement should terminate on a date other than the end of a calendar month, compensation to YesCare will be pro-rated accordingly for the shortened month.

9.2 Renewal Terms. Annual price adjustments to the base compensation after the initial contract term (years 1 through 3) will be made using the medical care component of the CPI table (South region – quoted for March each year) as published by the Bureau of Labor Statistics or three and one-half percent (3.5%), whichever is greater. The percentage increase will be applied to the base compensation applicable for the preceding year.

9.3 Changes in Inmate Population. When the population exceeds 1,380, a per diem rate of \$1.27 will be applied to the monthly base compensation for each inmate in excess of the daily base population of 1,380. A separate invoice for the per diem rate for

population above 1,380 will be submitted to the Division within fifteen days of receipt of the base population from the Division. Payment will be made by the Division within thirty days of receipt of the invoice. When the population is below 1,180, a per diem rate of \$1.27 will be credited to the monthly base compensation for each inmate below the daily base population of 1,180. A separate credit memo for the per diem credit will be submitted to the Division within fifteen days of receipt of the base population from the Division. The credit can be applied to the next scheduled payment to YesCare.

The per diem rates for contract year two will be \$1.31 and contract year three will be \$1.36. These rates will be applied when the population exceeds 1,380 or falls below 1,180.

9.4 Per diem adjustments for Inmate Population for Renewal Terms. Annual price adjustments to the variable per diem after the initial contract term (years 1 through 3) will be made using the medical care component of the CPI table (South region – quoted for March each year) as published by the Bureau of Labor Statistics or three and one-half percent (3.5%), whichever is greater. The percentage increase will be applied to the per diem applicable for the preceding year.

ARTICLE X: LIABILITY AND RISK MANAGEMENT.

10.1 Insurance. YesCare shall not commence any work in connection with this Agreement until all the following types of insurance and such insurance have been obtained and approved by the Division, nor shall YesCare allow any subcontractor to commence work until all similar insurance required of the subcontractor 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. YesCare shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all employees connected with the work of this project and, in case any work is sublet, YesCare shall require the subcontractor similarly to provide Worker's Compensation Insurance for all the subcontractor's employees unless such employees are covered by the protection afforded by YesCare.
- ii. Such insurance shall comply fully with the Kentucky Worker's Compensation Law.
 1. In case any hazardous work under this Agreement at the site of the project is not protected under the Worker's Compensation statute, YesCare shall provide, and cause

each subcontractor to provide adequate insurance, satisfactory to the Division, 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 in the amount of \$100,000.

1. YesCare shall waive all rights of subrogation against the Division for losses arising from work performed by YesCare for the Division.
2. Coverage shall not be suspended or reduced in limits during the Agreement period.

(b) YesCare's Public Liability and Property Damage Insurance

- i. YesCare shall take out and maintain during the life of this Agreement, 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 Agreement whether such operations be by YesCare or by anyone directly or indirectly employed by YesCare.
- ii. The amounts of such insurance shall be the minimum limits as follows:
 1. Comprehensive General – \$300,000 bodily injury and property Liability damage combined single limit.
 2. Automobile – \$300,000 bodily injury and property damage combined single limit.

(c) Other Insurance

- i. Professional Liability – covering medical incidents during the Agreement period and providing the following coverage and endorsement:
 1. Limits of not less than \$1,000,000 per occurrence, 3,000,000 aggregate for YesCare's employees including nurses, medical technicians, other medical or professional staff and employees acting under the control or supervision of YesCare for any act or omission in the furnishing of medical services.

10.2 Indemnity. YesCare hereby indemnifies and holds the Division harmless up to the limits of YesCare' applicable insurance policy, from and against any claims against the Division proximately caused by negligence in treatment rendered by YesCare personnel; provided, however, that YesCare will not be responsible for any claim arising out of the Division or its employees, agents, or contractors: (i) preventing an inmate from receiving services ordered by YesCare or its agents or contractors; (ii) failing to exercise good judgment in promptly presenting an inmate to YesCare for service; or (iii) own acts or omissions, including negligence or willful misconduct. The Division agrees to notify YesCare's Legal Department in writing within thirty (30) days after the Division has received written notice of a claim. YesCare' indemnification and defense obligations hereunder will not apply for expenses incurred or settlements offered or effected, prior to notice to YesCare. YesCare shall have the right to control the defense and/or settlement of the claim.

10.3 Limitation of Liability. The Parties to this Agreement both acknowledge that YesCare is providing the services contemplated hereunder as a corporation primarily acting as an instrumentality of the Division; consequently, any and all statutory, common law or legislative limitations on the liability of instrumentalities of the Division are applicable to YesCare.

ARTICLE XI: MISCELLANEOUS.

11.1 Independent Contractor Status. The Division expressly acknowledges that, other than set forth in Section 10.3, YesCare is an "independent contractor," and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the Division to exercise control or direction over the manner or method by which YesCare or its subcontractors perform hereunder.

11.2 Assignment. YesCare shall not assign this Agreement to any other corporation without the express written consent of the Division, which consent shall not be unreasonably withheld. The Division and YesCare each bind itself, its successors, assigns and legal representatives to the other party hereto and to the successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

11.3 Notice. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or mailed certified mail, return receipt requested,

postage prepaid on the date posted, and addressed to the appropriate party at the following address or such other address as may be given in writing to the Parties:

(a) **Division:**

Lexington-Fayette Urban County Government Division
of Community Corrections
600 Old Frankfort Pike
Lexington, KY 40510

Attention: Director

(b) **YesCare:**

CHS TX, Inc. d/b/a YesCare
205 Powell Place
Brentwood, TN 37027
Attention: Chief Legal Officer

11.4 Governing Law. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Kentucky.

11.5 Entire Agreement. This Agreement, along with Exhibits referenced in Section 1.2 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.

11.6 Order of Precedence. If there is any conflict between this Agreement and the Exhibits, the terms of the Agreement shall govern. If there is any conflict among the Exhibits, the following shall determine order of precedence among the Exhibits, with the first listed exhibit prevailing:

Exhibit F: Final YesCare Cost Table and Staffing Plan

Exhibits A and B: The Division's RFP #10-2024 and #11-2024

Exhibit C: Certificates of Insurance

Exhibit D and E: YesCare's Proposal to RFP #10-2024 and #11-2024

11.7 Modification. No modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

11.8 Waiver of Breach. The waiver by 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.

11.9 Force Majeure. YesCare 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 the Division's financial or physical resources, failure of the Division 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 one or both of the Parties.

11.10 Changes in Scope. Should any of the following occur:

- a) 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 Division or its respective officers or agents) be adopted, implemented, amended, or changed; or if
- b) any mandated community or contemporary standard of care or treatment protocol changes or evolves in any material respect, or if any mandated medication or therapy is introduced to treat any illness, disease or condition, which may result in a more expensive treatment; or if
- c) any of the cost or historical information upon which YesCare based its Proposal proves to be inaccurate or incomplete, including any facility additions or closures;

and if any such change as described in sub-section (a), (b), or (c) materially affects the cost to YesCare of providing healthcare services or impacts the scope of services or staffing hereunder, YesCare 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 change 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 YesCare may terminate this Agreement with sixty (60) days' notice.

11.11 Intellectual Property. YesCare anticipates that it will use its existing proprietary intellectual property, including but not limited to, systems and processes, policies and procedures, pathways, protocols, manuals, computer software, etc. (collectively the "Background IP"), as well as third-party software, to assist in performing the services required under this Contract.

YesCare's Background IP was developed over time and not solely for the Division or this project. YesCare is willing to share its Background IP for purposes of its performance of this Contract and to that extent, YesCare will provide the Division with a license to use these products and services, subject to certain terms and conditions. However, because the Background IP involves prior ownership by YesCare and in some cases, its suppliers, YesCare is unable to transfer all rights, title and interest in its intellectual property to the Division.

Any improvements or changes that YesCare makes to its Background IP during the performance of this Contract are not deliverables under this Contract, will not be deemed to be created for this project, and will not be deemed "works for hire", but rather such improvements and changes will become part of YesCare's Background IP. YesCare will not be deemed to have granted the Division any right, title or interest in or to any of YesCare's Background IP unless expressly agreed to otherwise between the Division and YesCare.

11.12 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

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IN WITNESS WHEREOF, the Parties have set their hands and seals hereto as of the day and year first above written.

**Lexington-Fayette Urban County Government,
Division of Community Corrections**

Attest: _____

By: _____

Title: _____

CHS TX, Inc. d/b/a YesCare

Attest: 

By: 

Title: CFO

Appendix A – Limited Distribution Drugs

LIMITED DISTRIBUTION DRUGS
December 2023

ACTEMRA SQ	CARGLUMIC ACID	ESPEROCT	JAKAFI	MIRCERA
ACTHAR	CARVYKI	EVKEEZA	JAVYGTOR	MIRENA
ACTIMMUNE	CAYSTON	EVOMELA	JAYPIRCA	MYALEPT
ADBRY	CEPROTIN	EVRYSDI	JETREA	MYCAPSSA
ADCETRIS	CERDELGA	EXJADE	JOENJA	MYLOTARG
ADEMPAS	CEREZYME	EXKIVITY	JUXTAPID	MYOZYME
ADUHELM	CHEMET	EXONDYS 51	JYNARQUE	NAGLAZYME
AFINITOR	CHENODAL	EXSERVAN	KADCYLA	NATPARA
AFSTYLA	CHOLBAM	EYLEA	KALBITOR	NERLYNX
ALDURAZYME	CIBINQO	FABRAZYME	KALYDECO	NEKAVAR
ALECENSA	CINQAIR	FARYDAK	KANUMA	NEXPLANON
ALFERON N	CINRYZE	FASENRA	KESIMPTA	NEXVIAZYME
ALPHANATE	COAGADEX	FASLODEX	KEVEYIS	NINLARO
ALPROLIX	COMETRIQ	FENSOLVI	KEVZARA	NITISINONE
ALTUVIMO	COPIKTRA	FILSPARI	KEYTRUDA	NITYR
ALUNBRIG	CORIFACT	FINTEPLA	KIMMTRAK	NOURIANZ
ALYQ	COSENTYX	FIRDAPSE	KINERET	NOVOSEVEN RT
AMBRISENTAN	COTELLIC	FOTIVDA	KITABIS	NPLATE
AMONDYS 45	CRYSVITA	FLOLAN	KORLYM	NUBEQA
AMVUTTRA	CUPRIMINE	FUROSCIX	KOSELUGO	NUCALA POWDER
APOKYN	CUVROR	FYARRO	KRAZATI	NUCALA SQ
APOMORPHINE	CYRAMZA	GALAFOLD	KRYSTEKKA	NUUBRY
APRETUDE	CYSTADANE	GAMIFANT	KYLEENA	NUPLAZID
ARALAST NP	CYSTADROPS	GATTEX	KYPROLIS	NUWQ
ARCALYST	CYSTAGON	GAVRETO	KUVAN	NUZYRA
ARESTIN	CYSTARAN	GAZYVA	LAPATINIB	QBIZUR
ARIKAYCE	DANYELZA	GILOTRIF	LAMEEDE	OCALIVA
ARZERRA	DARAPRIM	GIVLAARI	LEMTRADA	OCREVUS
ASPARLAS	DARZALEX	GLASSIA	LENALIDOMIDE	QDOMZO
AUBAGIO	DARZALEX FASPRO	HAEGARDA	LENVIMA	OFEV
AVASTIN	DAURISMO	HEMGENIX	LEQEMBI	OLUMIANT
AVEED	DAYBUE	HEMLIBRA	LETAIRIS	ONCASPAR
AYVAKIT	DEFITELIQ	HERCEPTIN	LIBTAYO	ONIVYDE
BALVERSA	DEPEN	HETLIOZ	LIETTA	ONPATTRO
BAVENCIO	DIACOMIT	HIZENTRA	LIORESAL INT INI	ONUREG
BELEODAQ	DOJOLVI	HYCAMTIN	LIQREV	OPDIVO
BENDEKA	DOPTLET	HYFTOR	LIVMARLI	OPDUALAG
BENLYSTA	DUOPA	HYQVIA	LIVTENCITY	OPSUMIT
BENLYSTA SC	DURYSTA	IBRANCE	LONSURF	ORENITRAM
BERINERT	DYSPORT	ICLUSIG	LOBBRENA	ORFADIN
BESPONSA	EGRIFTA	IDHIFA	LUCENTIS	ORGOVYX
BESREMI SC	ELAHERE	ILARIS	LUMAKRAS	ORKAMBI
BETHNIS	ELAPRASE	ILUVIEN	LUMIZYME	ORLADEYO
BIVIGAM	ELELYSO	IMBRUVICA	LUMOXITI	ORSERDU
BLINCYTO	ELFABRIO	IMCIVREE	LUMRYZ	OTZLA
BOSULIF	ELZONRIS	IMFINZI	LUNSUMIO	OKBRYTA
BRAFTOVI	EMFLAZA	IMLUDO	LUPKYNIS	OKERVATE
BRINEURA	EMPAVELI	IMLYGIC	LUXTURNA	OXLUMO
BRIUMVI	EMPLICITI	IMPAVIDO	LYNPARZA	OZURDEX
BRONCHITOL	ENDARI	INBRUIA	LYSODREN	PADCEV
BRUKINSA	ENHERTU	INCRELEX	LYTGOFI	PALFORZIA
BUPHENYL	ENJAYMO	INGREZZA	MACI	PALYNZIQ
BYLVAY	ENSPRYNG	INLYTA	MACUGEN	PARAGARD
BYOOVIZ	EPIDIOLEX	INQOVI	MAKENA	PENAZYRE
CABENUVA	EPKINLY	INREBIC	MATULANE	PENICILLAMINE CAP
CABLIVI	EPOPROSTENOL	INTRON A	MAVENCLAD	PENICILLAMINE TAB
CABOMETYX	ERGOMAR	IRESSA	MAYZENT	PERJETA
CAIQUENCE	ERIVEDGE	ISTODAX	MERINIST	PHEBURANE
CAMZYOS	ERLEADA	ISTURISA	MERTOVI	PHEGO
CAPRELSA	ERLOTINIB	IXINITY	MERSEVI	PHOSPHOLINE IODIDE
CARBAGLU	ESBRIET	JADENU	METOPROLOL	PIPERACILLIN/TAZOBACTAM

LIMITED DISTRIBUTION DRUGS
December 2023

PIRFENIDONE	SPINRAZA	VARUBI TAB
PLEGRIDY	SPRAVATO	VELCADE
POLIVY	STIVARGA	VELETRI
POMALYST	STRENSIQ	VENCLEKTA
PONVORY	SUBLOCADE	VENTAVIS
PORTRAZZA	SUCRAID	VERZENIO
POTELIGEO	SUNLENCA	VIGABATRIN
PROCYSBI	SUPPRELIN LA	VIOICE
PROLASTIN-C	SUTENT	VILTEPSO
PROMACTA	SYFOVRE	VIMIZIM
PROVENGE	SYLVANT	VISTOGARD
PURIXAN	SYMDEKO	VISUDYNE
PYRUKYND	SYNAGIS	VITRAKVI
QALSODY	SYNAREL	VIZIMPRO
QINLOCK	SYNRIBO	VONJO
QUTENZA	TAFINLAR	VOWST
RADICAVA INJ	TAGRISSO	VOXZOGO
RADICAVA ORAL SOLUTION	TAKHZYRO	VPRIV
RAVICTI	TALTZ	VUMERITY
REBINYN	TALZENNA	VYEPTI
REBYOTA	TARCEVA	VYJUVEK
RELYVRIO	TARPEYO	VYONDYS 53
REMODULIN	TASCENSO ODT 0.25MG	VYVGART
RENFLEXIS	TAVALISSE	WAKIX
RETEVMO	TAVNEOS	WELIREG
RETSERT	TAZVERIK	XALKORI
REVCOVI	TECENTRIQ	XENLETA TABLET
REVLIMID	TEGSEDI	XENLETA INJECTION
REZLIDHIA	TEPEZZA	XENPOZYME
REZUROCK	TEPMETKO	XEOMIN
RIASTAP	TESTOPEL	XERMELO
RINVOO	TEZSPIRE	XIAPLEN
RITUXAN	THALOMID	XOFIGO
RITUXAN HYCELA	THIOLA	XOLAIP
ROZLYTREK	THIOLA EC	XOLAIP PF SYRINGE
RUBRACA	THYROGEN	XOSPATA
RUCONEST	TIBSOVO	XPOVIO
RUZURGI	TIGLUTIK	XTANDI
RYPLAZIM	TIOPRONIN	XURIDEN
SABRIL	TIVDAK	XYREM
SAJAZIR	TOBI PODHALER	XYWAV
SAPHNELO	TRACLEER	YONDELIS
SARCLISA	TRETTEN	YCANTH
SCEMBUX	TRIKAFTA	YERVOY
SEROSTIM	TRIPOTDUR	YONSA
SEVENFACT	TROGARZO	ZAVESCA
SIGNIFOR	TRUSELTIQ	ZELJULA
SIGNIFOR LAR	TUKYSA	ZELBORAF
SILIQ	TURALIO	ZEMAIRA
SIMPONI ARIA	TYKERB	ZEPOSIA
SINUVA	TYMLOS	ZILRETTA
SIRTURO	TYSABRI	ZOKINVY
SKYCLARYS	TYVASO	ZOLGENSMA
SKYLA	TYVASO INHALATION	ZOLINZA
SKYSONA	TZIELD	ZOSYN
SOLIRIS	ULTOMIRIS	ZTALMY
SOMATULINE DEPOT	UPLIZNA	ZYDELIG
SOMAVERT	UPTRAVI	ZYKADIA
SORAFENIB	VABYSMO	ZYNLONTA
SOTYKTU	VALCHLOR	ZYNTGLO
SPEVIGO	VALSTAR	ZYTIGA

Appendix A will be updated from time to time based on pharmaceutical industry changes. YesCare will provide written notification to the Division with updated information electronically. Such information will be utilized for billing purposes without necessitation of formal contract amendment.

Appendix B – Staff Vacancy Rates

Position	Hours per Week	FTE	Hourly Rate	Benefits	Fully Loaded Rate
Administrative Assistant	40	1.00	\$ 24.97	\$ 4.49	\$ 29.46
ACA Coordinator	40	1.00	\$ 24.83	\$ 4.47	\$ 29.30
Certified Nursing Assistant	40	1.00	\$ 22.78	\$ 4.10	\$ 26.88
Director of Nursing	40	1.00	\$ 55.00	\$ 7.70	\$ 62.70
Health Services Administrator	40	1.00	\$ 60.14	\$ 8.42	\$ 68.56
Licensed Practical Nurse	712	17.80	\$ 34.68	\$ 4.86	\$ 39.54
Medical Records Clerk	40	1.00	\$ 22.36	\$ 4.02	\$ 26.38
Midlevel Practitioner	40	1.00	\$ 68.72	\$ 8.25	\$ 76.97
Medical Director	40	1.00	\$ 142.81	\$ 11.42	\$ 154.23
Registered Nurse	416	10.40	\$ 44.95	\$ 6.29	\$ 51.24
MAT Program Coordinator	40	1.00	\$ 44.95	\$ 6.29	\$ 51.24
Registered Nurse - MAT	88	3.20	\$ 44.95	\$ 6.29	\$ 51.24
Registered Nurse - Education	40	1.00	\$ 44.95	\$ 6.29	\$ 51.24
Certified NA - Telehealth	40	1.00	\$ 22.78	\$ 4.10	\$ 26.88
Certified NA - MAT	80	2.00	\$ 22.78	\$ 4.10	\$ 26.88
Dental Assistant	20	0.50	\$ 22.87	\$ 2.29	\$ 25.16
Dentist	20	0.50	\$ 116.58	\$ 11.66	\$ 128.24
Behavioral Health Director	40	1.00	\$ 50.00	\$ 7.00	\$ 57.00
Behavioral Health Technician	56	1.40	\$ 24.00	\$ 4.32	\$ 28.32
Licensed Alcohol Drug Addiction Counselor	40	1.00	\$ 36.00	\$ 5.76	\$ 41.76
Licensed Mental Health Professional	232	5.80	\$ 42.00	\$ 5.88	\$ 47.88
Psychologist/ Court Liaison	40	1.00	\$ 72.00	\$ 8.64	\$ 80.64
Re-entry Coordinator / Court Liaison	40	1.00	\$ 42.00	\$ 5.88	\$ 47.88
Midlevel Practitioner - MH	40	1.00	\$ 78.00	\$ 9.36	\$ 87.36
Psychiatrist	8	0.20	\$ 200.00	\$ 16.00	\$ 216.00
Licensed Practical Nurse - MH	40	1.00	\$ 34.68	\$ 4.86	\$ 39.54
Total	2,312	58.80			

Competency Restoration Position	Hours per Week	FTE	Hourly Rate	Benefits	Fully Loaded Rate
Administrative Assistant*	40	1.00	\$ 24.97	\$ 4.49	\$ 29.46
Behavioral Health Tech - Forensic*	20	0.50	\$ 24.00	\$ 4.32	\$ 28.32
Licensed Mental Health Professional*	40	1.00	\$ 42.00	\$ 5.88	\$ 47.88
Behavioral Health Program Manager*	40	1.00	\$ 72.00	\$ 10.08	\$ 82.08
Behavioral Health Registered Nurse*	20	0.50	\$ 44.95	\$ 6.29	\$ 51.24
Psychiatrist - Forensic*	40	1.00	\$ 225.00	\$ 18.00	\$ 243.00
Total	200	5.00			
<i>* Contract Year Two</i>					