

AGREEMENT FOR CORRECTIONAL HEALTH CARE SERVICES
AT YAMHILL COUNTY, OREGON
Effective August 27, 2023

THIS AGREEMENT (“Agreement”) is made effective the last date set forth adjacent to the signatures of the parties below (“Effective Date”), between Yamhill County, a political subdivision of the State of Oregon, acting by and through its Sheriff’s Office (referred to as County in this Agreement) and MedTrust, LLC, a Texas limited liability company doing business as MedHealth, located at 8610 Broadway Street, Suite 270, San Antonio, Texas 78217, Federal Tax Identification Number 74-2991071 (referred to as MedHealth in this Agreement) to provide health care services at the Yamhill County Correctional Facility and Juvenile Detention Center

RECITALS

WHEREAS, the County and the duly elected Sheriff (hereinafter the "Sheriff") are charged by law with the responsibility for administering, managing, and supervising the health care delivery system of the Yamhill County Juvenile Detention Facility and the Yamhill County Jail located at 535 NE 5th Street # 106, McMinnville, Oregon 97128 (hereinafter, "Jail"); and

WHEREAS, the objective of the County is to provide for the delivery of quality health care to Covered Persons, as defined herein, in accordance with applicable law; and

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

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

DEFINITIONS

County Inmates/Detainees – An Inmate/Detainee held under the jurisdiction of the County or Sheriff. County Inmates/Detainees may be housed in the Jail or in another jurisdiction's correctional facility. However, County Inmates/Detainees housed in another jurisdiction are not covered by the provisions of this Agreement unless MedHealth administers health care services at the other jurisdiction's facility and is specifically set forth below.

Covered Persons – An Inmate/Detainee of the Jail who is: (1) part of the Jail's MADP; and (2) Fit for Confinement; and (3)(a) incarcerated in the Jail; or (b) on work release status and is indigent. NOTE: Covered Persons include Other County Inmates/Detainees for purposes of delivery of basic health care services, however, the cost of certain services provided to Other County Inmates/Detainees are borne by the County as set forth in Section 5.0.

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

Fit for Confinement – A determination made by a MedHealth authorized physician that an Inmate/Detainee is medically stable and has been medically cleared for acceptance into the Jail. Such determination shall only be made after resolution of any injury or illness requiring immediate transportation and treatment at a hospital or similar facility.

Health Care Staff – Medical, mental health and support staff provided or administered by MedHealth.

MedHealth Chief Medical Officer– MedHealth's Chief physician who is vested with certain decision-making duties under this Agreement.

Industry – Oregon correctional healthcare industry

Inmate – An adult or juvenile individual who is being incarcerated for the term of their adjudicated sentence.

Monthly Average Daily Population (MADP) – The average number of Inmates/Detainees housed in the Jail on a daily basis for the period of one month. The MADP shall include, but separately list, Other County Inmates/Detainees. The MADP shall be figured by summing the daily population for the Jail and Other County Inmates/Detainees (as determined by a count performed at the same time each day) for each day of the month and dividing this sum by the total number of days in the month. Jail records shall be made available to MedHealth upon request to verify the MADP. Persons on work release and not indigent, home confinement, housed outside of the Jail, and parolees and escapees shall not be considered part of the Jail's MADP.

NCCHC – The National Commission on Correctional Health Care.

Other County Inmate/Detainee – An Inmate/Detainee under the jurisdiction of another county, state or federal agency, who is being housed in the Jail.

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

Specialty Services – Medical services that require a healthcare professional to be specially trained (e.g., chemo infusion, dialysis) or 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.

Industry Standards– Those standards generally accepted within the Industry and in compliance with applicable laws and regulations, including the Oregon State Sheriff's Association ("OSSA") Jail Standards and the National Commission of Correctional Health Care ("NCCHC") Standards.

ARTICLE I **HEALTH CARE SERVICES**

1.0 SCOPE OF SERVICES. MedHealth shall administer health care services and related administrative services at the Jail according to the terms and provisions of this Agreement. The costs of the various health care services shall be borne by MedHealth or the County as set forth in this Article.

1.1 GENERAL HEALTH CARE SERVICES. MedHealth 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 Jail, not to exceed six (6) hours after the Covered Person's arrival at the Jail. MedHealth shall endeavor to complete receiving screenings within two (2) hours.

1.1.2 HEALTH ASSESSMENT. A health assessment of a Covered Person shall be performed as soon as possible, but no later than fourteen (14) calendar days after the Inmate/Detainee's arrival at the Jail. The health assessment shall follow Industry Standards.

- 1.1.3 SCHEDULED SICK CALL. A qualified healthcare professional shall conduct sick calls for Covered Persons on a timely basis and in a clinical setting. A Physician and/or Physician Extender will be available to see Covered Persons at least twice per month.
- 1.2 AMBULANCE SERVICE. MedHealth shall arrange and bear the cost of necessary ambulance services in coordination with the County. Costs for such services shall be administered in accordance with Section 1.18.
- 1.3 DENTAL. MedHealth shall arrange and bear the cost of dental services, which shall be administered in accordance with Section 1.18.
- 1.4 ELECTIVE MEDICAL CARE - NOT COVERED. MedHealth shall not be responsible for the provision or cost of any elective care. In the event a Covered Person requires elective care, the Inmate/Detainee or County shall be responsible for all costs. Elective medical care shall be defined as care which, if not provided, would not, in the sole opinion of MedHealth's Chief Medical Officer or designee, cause the Inmate/Detainee's health to deteriorate or cause harm to the Inmate/Detainee's wellbeing. Decisions concerning elective medical care shall be consistent with Industry Standards.
- 1.5 HOSPITALIZATION. MedHealth shall arrange for hospitalization for a Covered Person who, in the opinion of the treating Physician or MedHealth' Chief Medical Officer or designee, requires hospitalization. Costs for such services shall be administered in accordance with Section 1.18.
- 1.6 LONG TERM CARE - NOT COVERED. MedHealth shall not be responsible for the provision or cost of any long-term care facility services. In the event that a Covered Person requires skilled care, custodial care or other services of a long-term care facility, the County shall bear the cost. MedHealth will, subject to other patient needs, assist the County in arranging this care.
- 1.7 MENTAL HEALTH CARE – NOT COVERED. MedHealth shall not be responsible for the provision or cost of any mental health care services.
- 1.8 PATHOLOGY/RADIOLOGY SERVICES. MedHealth shall arrange on-site pathology and radiology services to the extent reasonably practical considering space, cost and availability. In the event that any pathology or radiology services (also referred to as laboratory and x-ray services) are required and cannot be rendered on-site, any off-site costs shall be administered in accordance with Section 1.18.
- 1.9 PREGNANT COVERED PERSONS. MedHealth shall arrange and bear the cost of on-site health care services for any pregnant Covered Person in accordance with Industry Standards and this Agreement, but MedHealth shall not arrange or bear the cost of any health care services for infants. To the extent off-site health care services are required for any pregnant Covered Person, MedHealth shall make appropriate arrangements for rendering such care and costs for any such off-site services shall be administered in accordance with Section 1.18.
- 1.10 SPECIALTY SERVICES. In the event that specialty services are required in the opinion of the treating Physician or MedHealth' Chief Medical Officer or designee and cannot be rendered on-site, any off-site costs under this Section shall be administered in accordance with Section 1.18.

- 1.11 VISION CARE. In the event that any Covered Person requires vision services, including an ophthalmologist's services, off-site costs under this Section shall be administered in accordance with Section 1.18.
- 1.12 OFFICE EQUIPMENT - NOT COVERED. MedHealth 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.
- 1.13 OFFICE SUPPLIES. MedHealth shall be responsible for providing office supplies such as books, medical record folders, and forms as required for the administrative operations of the medical unit.
- 1.14 MEDICAL SUPPLIES/EQUIPMENT OF \$500 OR LESS. MedHealth shall provide and bear the cost of medical supplies (i.e. alcohol prep pads, syringes, etc.) and equipment (i.e. thermometers, scales, etc.) required to administer the terms of the Agreement which have a unit cost of \$500 or less, but does not include office and paper supplies. County approval is required for any purchase of medical supplies or equipment that have a unit cost of more than \$500.
- 1.15 MEDICAL WASTE. MedHealth shall arrange and bear the cost of removing and properly disposing of medical waste material generated while fulfilling its duties under this Agreement in accordance with all applicable state laws and OSHA- regulated standards.
- 1.16 PHARMACY SERVICES. MedHealth shall provide monitoring of pharmacy usage as well as a Preferred Medication List. Except as provided below, MedHealth shall bear the cost of all prescription and non-prescription over-the-counter medications, including psychotropic medications, prescribed by a duly licensed MedHealth physician for a Covered Person.
- 1.16.2 GENERAL. Prescribing, dispensing, and administering of medication shall comply with all State and Federal laws and regulations and all medications shall be dispensed under the supervision of a duly authorized, appropriately licensed or certified health care provider.
- 1.16.3 LIMITATIONS. MedHealth' maximum liability for costs associated with the provision of Pharmacy Services shall be \$75,000.00 in the aggregate per contract year (the "Pharmacy Cap Amount"). The term "costs," as used in this section, in no way includes the costs or liabilities arising from lawsuits filed against County, its officials, employees, and agents, or MedHealth, its officials, employees, and agents.
- 1.18 FINANCIAL LIMITATIONS. MedHealth' maximum liability for costs associated with the provision of off-site and other medical services including the services in Paragraphs 1.2, 1.4, 1.6, 1.9, 1.10, 1.11 and 1.12 shall be \$100,000.00 in the aggregate per contract year (the "Cap Amount"). Costs for any medical or other health services, as set forth above, which are provided to Covered Persons during the Contract Period which are in excess of the Cap Amount shall be the responsibility of the County. When the Cap Amount for the Contract Period is reached, MedHealth will continue to provide utilization management, extend all provider discounts to the County and pay these expenses on behalf of the County, as long as the County remains current with payments due under this Agreement. Amounts paid by MedHealth which are over the Cap Amount will be periodically reconciled with the County pursuant to Paragraph 8.1. In the event there are amounts under the Cap Amount which remain unused, any such amounts shall be returned to the County. The term "costs," as used in this section, in no way includes the costs or liabilities arising from lawsuits filed against County, its officials, employees, and agents, or MedHealth, its officials, employees, and agents.

ARTICLE II
HEALTH CARE STAFF

- 2.0 STAFFING HOURS. MedHealth 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. MedHealth reserves the right to assign the Health Care Staff in Exhibit A to shift coverage as necessary based on operation needs to provide the health care services under this Agreement; provided however, that MedHealth shall ensure that Health Care Staff coverage is continuously provided to the Jail 24 hours per day and 7 days per week pursuant to this Agreement unless otherwise mutually agreed upon by both parties in writing, with at least 24 hours advanced notice.
- 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 MedHealth shall provide or arrange for the provision of an on-call Physician or Mid-Level Provider available by telephone or pager 24 hours per day and 7 days per week.
- 2.0.3 Failure to continuously supply all of the required Health Care Staff staffing due to labor market demands or other factors outside the control of MedHealth, after such reasonable efforts have been made, shall not constitute a breach of this Agreement, unless or until such failure to supply the required Health Care Staff continues for more than thirty consecutive calendar days or for a total of sixty calendar days in a six month period. Additionally, any failure to continuously supply all of the required Health Care Staff levels at the levels provided in Exhibit A will be reflected in a reduction of compensation in accordance with Section 8.1.3.
- 2.1 STAFFING LEVELS WAIVER. Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased Jail population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be waived as agreed to by the County and MedHealth in writing.
- 2.2 STAFF SCREENING. The County shall screen MedHealth's proposed Health Care Staff, employees, agents and/or subcontractors providing services at the Jail to ensure they do not constitute a security risk. The County shall have final approval of MedHealth's Health Care Staff, employees, agents and/or subcontractors in regards to security/background clearance.
- 2.3 SATISFACTION WITH HEALTH CARE STAFF. In recognition of the sensitive nature of correctional facility operations, if the County becomes dissatisfied with any member of the Health Care Staff, the County shall provide MedHealth written notice of such dissatisfaction and the reasons therefore. Following receipt of such notice, MedHealth 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 MedHealth's receipt of the notice, MedHealth shall remove the individual from providing services at the Jail within a reasonable time frame considering the effects of such removal on MedHealth's 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. MedHealth shall provide utilization management services and administer Pharmacy services as set forth in Article I, on behalf of the County. MedHealth will follow applicable state laws and make reasonable efforts to obtain provider discounts and will keep the County and/or Sheriff apprised of its utilization management practices.
- 3.1 HEALTH EDUCATION AND TRAINING. MedHealth shall conduct an ongoing health education and training program for the County Deputies and Jailers and related staff in accordance with the needs mutually established by the County and MedHealth.
- 3.2 QUARTERLY REPORTS. As requested by the County or Sheriff, MedHealth 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 Covered Persons.
- 3.3 QUARTERLY MEETINGS. As requested by the County or Sheriff, MedHealth shall meet quarterly, or as soon thereafter as possible, with the Sheriff, or designee, concerning health care services within the Jail and any proposed changes in health-related procedures or other matters, which both Parties deem necessary.
- 3.4 MEDICAL RECORDS MANAGEMENT. MedHealth shall provide the following medical records management services:
- 3.4.1 MEDICAL RECORDS. MedHealth 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. A complete copy of the individual medical record shall be available to accompany each Covered Person who is transferred from the Jail to another location for off-site services or transferred to another institution. MedHealth will keep medical records confidential and shall not release any information contained in any medical record except as required by published Jail 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 and Sheriff, as property of the County and the Sheriff's office.
- 3.4.2 COMPLIANCE WITH LAWS. Each medical record shall be maintained in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and any other applicable state or federal privacy statute or regulation.
- 3.4.3 RECORDS AVAILABILITY. As needed to administer the terms of this Agreement, MedHealth shall make available to the Sheriff or County, unless otherwise specifically prohibited, at the Sheriff's or County's request, all records, documents, and other papers relating to the direct delivery of health care services to Covered Persons hereunder.
- 3.4.4 Electronic Medical Records (EMR). MedHealth shall purchase CorEMR software to assist in the management and administration of medical records. MedHealth will bill the County for the actual cost of the CorEMR software.

ARTICLE IV
PERSONS COVERED UNDER THIS AGREEMENT

- 4.0 GENERAL. Except as otherwise provided in this Agreement, MedHealth 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 JAIL EMPLOYEES AND VISITORS. MedHealth shall arrange for on-site first response emergency medical care as required for Jail employees, contractors and visitors to the Jail. 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 MedHealth 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 Jail. In no event shall MedHealth 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 Jail including, but not limited to, releasees, parolees and escapees. Furthermore, in no event shall MedHealth be responsible for payment of off-site costs associated with any medical services rendered to a Covered Person when said Covered Person is injured outside the Jail facility during transport to or from the Jail.

ARTICLE V

PERSONS NOT COVERED OR PARTIALLY COVERED UNDER THIS AGREEMENT

- 5.0 OTHER COUNTY INMATES/DETAINEES. MedHealth shall only be responsible for arranging health assessments, sick call, over-the counter medications, medical supplies and medical waste services for Other County Inmates/Detainees, subject to any financial limits set for above (e.g., medical supplies with a unit cost of more than \$500). The cost of all prescription medication and all other health care expenses shall be paid by the agency responsible for the Other County Inmate/Detainee, including those services listed in Article I of this Agreement and all other medically related expenses associated with Other County Inmates/Detainees.
- 5.1 COUNTY INMATES/DETAINEES HOUSED IN OTHER JURISDICTIONS OR OUTSIDE THE JAIL. MedHealth shall not be responsible for arranging the medical care or treatment for County Inmates/Detainees housed in other counties or jurisdictions. The County or Sheriff 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 Inmates/Detainees removed from the Jail, including, but not limited to the services listed in Article I of this Agreement and any other health care related expenses associated with said Inmates/Detainees. MedHealth shall not be responsible for arranging the medical care or treatment for County Inmates/Detainees housed outside the Jail (i.e. non-indigent work release Inmates/Detainees or Inmates/Detainees on home confinement).
- 5.2 INJURIES PRIOR TO INCARCERATION, FIT FOR CONFINEMENT, AND ESCAPED INMATES/DETAINEES. MedHealth 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 Jail 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 Jail. In addition, MedHealth 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. MedHealth 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. The arresting authority or the County shall bear the cost of, and be responsible for, all reasonable and necessary medical services or health care services of the individual until such time as the arresting authority can present a medically stable individual that is Fit for Confinement. To the extent MedHealth is billed for medical services provided to an

individual who is not Fit for Confinement the County shall reimburse MedHealth for all such costs. MedHealth 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 this Agreement. MedHealth shall not be responsible for any expenses not specifically covered by this Agreement. In the event that any of the health care services not covered by MedHealth under the terms of this Agreement are required for a Covered Person as a result of the medical judgment of a physician or MedHealth Health Care Staff or authorized personnel, MedHealth shall not be responsible for arranging such services and the cost of such services shall be billed directly to the County.
- 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 Sheriff or their employees, agents or contractors, which results in medical care for the Jail population, Jail staff, visitors, or contractors, MedHealth shall not be responsible for costs attributable to such catastrophic event and all such costs shall be borne by the County. Notwithstanding the above, MedHealth shall be responsible for medical costs under this Agreement associated with such an event only if such an event was caused solely or to the extent caused by MedHealth.

ARTICLE VII
COUNTY'S DUTIES AND OBLIGATIONS

- 7.0 **COMPLIANCE WITH HIPAA/STATE HEALTH INFORMATION PRIVACY LAWS.** The County, Jail, and Sheriff and their employees, agents and subcontractors shall comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") and any State health information privacy laws, to the extent they are applicable. The County and the Sheriff shall implement policies and/or procedures in compliance with such laws.
- 7.1 **COMPREHENSIVE MEDICAL CARE/MENTAL HEALTH REPORTING.** MedHealth shall identify to the County and Sheriff those Covered Persons with medical conditions or suspected mental health conditions which may be worsened as a result of being incarcerated at the Jail or which may require extensive care while incarcerated. After review of the circumstances, and when safety and security risks permit, the Sheriff shall use reasonable best efforts and shall work with MedHealth to have such a Covered Person released, transferred or otherwise removed from the correctional setting, if this can be done while ensuring the reasonable safety and security of the Covered Person.
- 7.2 **RECORD ACCESS.** During the term of this Agreement, and for a reasonable time following the termination of this Agreement, the Parties shall provide one another records (including medical records) relating to the provision of health care services to Covered Persons, including records maintained by hospitals, and other outside health care providers involved in the care or treatment

of Covered Persons (to the extent the Party has control of, or access to, such records). A Party may request such records in connection with the investigation of, or defense of, any claim by a third party related to the Party's conduct or to prosecute a claim against a third party. Any such information provided that the disclosing Party considers confidential shall be kept confidential by the receiving Party and shall not, except as may be required by law, be distributed to any third party without prior written approval by the disclosing Party.

- 7.3 **USE OF INMATES.DETAINEES IN THE PROVISION OF HEALTH CARE SERVICES.** Inmates/Detainees of the Jail shall not be employed or otherwise engaged or utilized by either MedHealth, the County or the Sheriff in rendering any health care services to Covered Persons; provided however, that Inmates/Detainees may be used in positions not involving the rendering of health care services directly to Covered Persons and not involving access to Jail population records in accordance with Industry Standards.
- 7.4 **SECURITY OF THE JAIL FACILITY AND MedHealth.** MedHealth, the Sheriff and the County understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of MedHealth, as well as for the security of the Jail population and County and Sheriff's staff, consistent with a correctional setting. The County and Sheriff shall provide security sufficient to enable MedHealth, its Health Care Staff, employees, agents and/or subcontractors to safely provide the health care services described in this Agreement. MedHealth, its Health Care Staff, employees, agents and/or subcontractors shall follow all security procedures of the County and Sheriff while at the Jail or other premises under the County or Sheriff's direction or control. However, any MedHealth 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. MedHealth shall not be liable for any loss or damages resulting from MedHealth's Health Care Staff, employees, agents and/or subcontractors failure to provide medical services due to insufficient security services.
- 7.5 **SHERIFF'S POLICIES AND PROCEDURES.** MedHealth, its Health Care Staff, employees, agents and/or subcontractors shall operate within the requirements of the County's and/or Sheriff's posted security Policies and Procedures, which impact the provision of medical services.
- 7.5.1 A complete set of said Policies and Procedures shall be maintained by the County and the Sheriff and the County juvenile detention facility and shall be made available for inspection by MedHealth at the Jail or made available to MedHealth in electronic form.
- 7.5.2 Any Policy or Procedure that may impact the provision of health care services to Covered Persons that has not been made available to MedHealth shall not be enforceable against MedHealth unless otherwise agreed upon by both Parties.
- 7.5.3 Any modification of the posted Policies and Procedures shall be timely provided to MedHealth. MedHealth, 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 MedHealth. If the parties agree there are additional costs to MedHealth to comply with any modification, the parties hereto shall promptly meet to make a reasonable adjustment in compensation.
- 7.5.4 If any of the County and/or Sheriff's Policies and Procedures specifically relate to the delivery of the general health care services under this Agreement, the County and/or Sheriff's representative and MedHealth shall review the County and/or Sheriff's Policies and Procedures and the County and/or Sheriff shall modify or remove those provisions that

conflict with MedHealth's Jail Health Care Policies and Procedures, provided such removal or modification does not conflict with or prevent the County and/or Sheriff's continued compliance with applicable jail standards, accreditation or other legal, statutory or regulatory requirements.

- 7.6 **DAMAGE TO EQUIPMENT.** MedHealth shall not be liable for loss of or damage to equipment and supplies of MedHealth, its agents, employees or subcontractors if such loss or damage was caused by the negligence of the County and/or Sheriff's employees. The County and Sheriff shall not be liable for loss of or damage to equipment and supplies of the County and Sheriff, its agents, employees or subcontractors if such loss or damage was caused by the negligence of MedHealth or its employees.
- 7.7 **SECURE TRANSPORTATION.** The County and Sheriff shall provide security as necessary and appropriate in connection with the transportation of a Covered Person to and from off-site services including, but not limited to, Specialty Services, hospitalization, pathology and radiology services as requested by MedHealth. MedHealth shall coordinate with the County and Sheriff's office for transportation to and from the off-site services provider or hospital.
- 7.8 **OFFICE EQUIPMENT AND SUPPLIES.** The County and Sheriff shall provide use of County-owned office equipment, supplies and all necessary utilities (including telephone and fax line service) in place at the Jail health care facilities unless otherwise state in Paragraph 1.14. At the termination of this Agreement, MedHealth shall return to the County and Sheriff 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.
- 7.9 **NON-MEDICAL CARE.** It is understood that the County and Sheriff shall provide for all the non-medical personal needs and services of the Jail population as required by law. MedHealth shall not be responsible for providing, or be liable for failing to provide, non-medical services to the Jail population including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services and linen supplies.
- 7.10 **COVERED PERSONS INFORMATION.** In order to assist MedHealth in providing the best possible health care services to Covered Persons, the County and Sheriff shall provide, as needed, information pertaining to the Covered Person that MedHealth, the County and the Sheriff mutually identify as reasonable and necessary for MedHealth 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 MedHealth is \$1,530,452.27 during a 12-month period, payable in equal monthly installments. Each monthly installment shall be at \$127,537.69, pro-rated for any partial months and subject to any reconciliations as set forth below. The first monthly amount is to be paid to MedHealth on August 27, 2023, for services administered in the month of August. Each monthly payment thereafter is to be paid by the County to MedHealth before or on the 1st day of the month of the month of service.
- 8.1 **QUARTERLY RECONCILIATION PROCESS.** MedHealth will provide a quarterly reconciliation with the County for any amounts owed by either Party pursuant to the terms of this Agreement, including, but not limited to:

- 8.1.1 **ADJUSTMENT FOR MADP.** For each month reconciled, if the Jail’s MADP is greater than 200 Inmates/Detainees, the compensation payable to MedHealth by the County shall be increased by the number of Inmates/Detainees over 200 at the per diem rate of \$0.27. For each month reconciled, if the Jail’s MADP is less than 150 Inmates/Detainees, the compensation payable to MedHealth by the County shall be decreased by the number of Inmates/Detainees under 150 at the preceding per diem rates.
- 8.1.2 **ADJUSTMENTS FOR COSTS IN EXCESS OF CAP AMOUNTS.** The quarterly reconciliation shall include any amounts paid by MedHealth in excess of the financial limits listed in this Agreement. The compensation payable to MedHealth by the County shall be increased by any costs paid by MedHealth in excess of the financial limits listed in Paragraphs 1.17 and 1.18.
- 8.1.3 **ADJUSTMENTS FOR REDUCED LEVELS OF HEALTH CARE STAFF OR HEALTH CARE SERVICES.** For each month reconciled, the compensation payable to MedHealth by the County shall be decreased to reflect the reduced personnel in the event that (i) the required nursing Health Care Staff as outlined in Exhibit A are not provided or (ii) any required health care services as outlined under this Agreement are not provided.

ARTICLE IX
TERM AND TERMINATION

- 9.0 **TERM.** The Initial Term of this Agreement shall be from August 27, 2023, to August 26, 2024. (the “Initial Term”).
- 9.1 **TERMINATION FOR LACK OF APPROPRIATIONS.** It is understood and agreed that this Agreement shall be subject to annual appropriations by the County.
 - 9.1.1 Recognizing that termination for lack of appropriations may entail substantial costs for MedHealth, the County shall act in good faith and make every effort to give MedHealth 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 MedHealth.
- 9.2 **TERMINATION DUE TO MEDHEALTH’S OPERATIONS.** The County reserves the right to terminate this Agreement immediately upon written notification to MedHealth in the event that MedHealth 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 MedHealth.** Failure of the County to comply with any provision of this Agreement shall be considered grounds for termination of this Agreement by MedHealth 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 MedHealth. If the County provides a written response to MedHealth which provides an adequate explanation for the “basis for termination” and the County cures the “basis for termination” to the satisfaction of the MedHealth, 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 MedHealth.

- 9.3.2 **TERMINATION BY COUNTY.** Failure of MedHealth 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.” MedHealth shall continue to provide services up to the date of termination. The County shall pay for services rendered up to the date of termination of the Agreement. Upon receipt of the written notice MedHealth shall have ten (10) days to provide a written response to the County. If MedHealth 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 MedHealth 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 MedHealth for all services rendered by MedHealth 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, MedHealth shall be allowed to remove from the Jail any stock medications or supplies purchased by MedHealth that have not been used or purchased by County at the time of termination. MedHealth shall also be allowed to remove its property from the Jail including its proprietary Policies and Procedures, Manuals, Training Material, and Forms.

ARTICLE X
LIABILITY AND RISK MANAGEMENT

- 10.0 **INSURANCE COVERAGE.** MedHealth 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 \$2,000,000 per occurrence and \$4,000,000 in the aggregate. MedHealth shall provide tail coverage for any claims-made policy through the statute of limitations for services provided under the Agreement.
- 10.0.2 **COMPREHENSIVE GENERAL LIABILITY.** Comprehensive General Liability insurance in an amount not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate. MedHealth shall provide tail coverage for any claims-made policy through the statute of limitations for services provided under the Agreement.

- 10.0.3 WORKER'S COMPENSATION. Worker's Compensation coverage as required by applicable state law.
- 10.04 The required insurance coverages shall be (i) with insurance companies authorized to write insurance in the state of Oregon and rated A or better by Best's Insurance Rating, and (ii) acceptable to County.
- 10.05 The Commercial General Liability shall (i) name the County and its, directors, officers, and employees as additional insureds and (ii) provide that it is primary insurance with respect to the interests of County and that any insurance maintained by County is excess and not contributory. MedHealth shall immediately notify County orally of the cancellation or restriction and shall confirm the oral notification in writing within three days of notification by the insurance company to MedHealth.
- 10.1 PROOF OF INSURANCE. MedHealth shall provide the County proof of professional liability or medical malpractice coverage for MedHealth's Health Care Staff, employees, agents, and subcontractors, for the term services are provided under this Agreement. MedHealth shall promptly notify the County, in writing, of each change in coverage, reduction in policy amounts or cancellation of insurance coverage. If MedHealth 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 ADDITIONAL INSURED ENDORSEMENT. In the event the County is named as additional insured in conformance with MedHealth's policy, such policy will not apply to any liability arising out of the additional insured's own acts or omissions. As to MedHealth's defense of a suit arising out of the additional insured's own acts or omissions and those of MedHealth, this insurance will act as coinsurance with any other insurance available to the additional insured, in proportion to the limits of liability of all involved policies. However, this insurance does not apply to indemnity of the additional insured for its own acts and omissions, and no insurance policy will increase the extent or scope of the indemnification responsibilities of the Parties as outlined in Section 10.3 below. The naming of an additional insured will not increase the limit of liability under the respective policy.
- 10.3 INDEMNIFICATION. MedHealth 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 MedHealth, its agents, employees, or independent contractors in connection with the performance or non-performance of its duties under this Agreement. MedHealth agrees to promptly notify the County in writing of any incident, claim or lawsuit of which they become aware and shall fully cooperate in the defense of such claim.

Subject to the limitations as set forth in Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, the County agrees to indemnify and hold harmless MedHealth, 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 MedHealth 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 MedHealth's indemnification and defense obligations do not apply for any costs or expenses, including attorney's fees or settlements, incurred or effected prior to written notice to MedHealth

as set forth above. MedHealth agrees that the County's indemnification and defense obligations do not apply for any costs or expenses, including attorney's fees or settlements, incurred or effected prior to written notice to the County as set forth above. Upon written notice of claim, MedHealth shall take all steps necessary to promptly defend and protect the County from an indemnified claim, including retention of defense counsel, and MedHealth shall retain sole control of the defense while the action is pending, to the extent allowed by law.

- 10.4 HIPAA. MedHealth, the County, Jail, and their employees, agents and subcontractors shall fully comply with, and shall implement all necessary policies and/or procedures in order to comply with, the requirements of HIPAA as it applies to the services provided under this Agreement. Subject to the limitations as set forth in article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, the County, Jail, and their employees and agents shall indemnify and hold harmless MedHealth 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 MedHealth. MedHealth and their employees and agents shall indemnify and hold harmless the County from and against any claims of any kind made as a result of alleged or actual violations of HIPAA by MedHealth and its employees, agents and subcontractors, unless such claims are proven to be caused in whole or in part by the negligence or willful misconduct of the County.

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 MedHealth, its employees, agents or subcontractors perform hereunder, or MedHealth 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 MedHealth 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 MedHealth 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. MedHealth shall engage Contract Professionals that meet the applicable professional licensing requirements and MedHealth 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 MedHealth may subcontract for specialized services such as pharmacy, medical waste, medical supplies and other services or supplies which it is required to provide under this Agreement.
- 11.2 AGENCY. For purposes of asserting any statutory rights afforded to the County to pay providers for medical services at certain reduced rates, County designates MedHealth as their agent to assert such rights and privileges.

- 11.3 **EQUAL EMPLOYMENT OPPORTUNITY.** MedHealth 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. MedHealth 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 MedHealth is not bound by any other existing contracts to which the County is a party and which relate to the providing of health care to Inmates/Detainees at the Jail. The Parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that this Agreement is for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third-party beneficiaries thereof.
- 11.6 **FORCE MAJEURE.** In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State or Federal governments or because of riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, lack of adequate security escorts, strikes, lockouts, differences with workers, earthquakes, fires, floods, Acts of God or any other reason whatsoever which is not reasonably within the control of the Party whose performance is interfered with and which, by the exercise of reasonable diligence, said Party is unable to prevent; the Party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.
- 11.7 **ASSIGNMENT.** Except as otherwise provided herein, no Party to this Agreement may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other Parties; provided however, that MedHealth may assign its rights or delegate its duties to an affiliate of MedHealth, or in connection with the sale of all or substantially all of the stock assets or business of MedHealth, without the prior written consent of the other Parties. Any unauthorized attempted assignment shall be null and void and of no force or effect.
- 11.8 **NOTICES.** Any notice of termination, requests, demands or other communications under this Agreement shall be in writing and shall be deemed delivered: (a) when delivered in person to a representative the Parties listed below; (b) upon receipt when mailed by overnight courier service, mailed by first-class certified or registered mail, return receipt requested, addressed to the Party at the address below; or (c) upon confirmation of receipt if sent by facsimile to the fax number of the Party listed below:

If for MedHealth:
MedTrust, LLC
Attn: Chief Operating Officer
8610 Broadway Street, Suite 270
San Antonio, TX 78217

If for County:
Yamhill County
Attn: County Counsel
434 NE Evans
McMinnville, OR 97128

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

- 11.9 **GOVERNING LAW; JURISDICTION; VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to the conflicts of laws or rules of any jurisdiction. Any claim, action, suit, or proceeding, between County and MedHealth that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon. MedHealth, by execution of this agreement, hereby consents to the in personam jurisdiction of said courts.
- 11.10 **EXECUTION AUTHORITY.** By their signature below, each signatory individual certifies that they are the properly authorized agent or officer of the applicable Party hereto and have the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other than any resolutions necessary to create such authority have been duly passed and are now in full force and effect.
- 11.11 **SURVIVAL.** The following provisions will survive any termination or expiration of the Agreement: Article VIII, Article IX and Article X.
- 11.12 **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.
- 11.13 **TITLES OF PARAGRAPHS.** Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.
- 11.14 **SEVERABILITY.** In the event that any one or more provisions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.
- 11.15 **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and Agreements that have been made in connection with the subject matter hereof. This Agreement may be amended at any time, but only with the written consent of all Parties.
- 11.16 **ATTORNEY FEES.** In the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any nonjudicial action.
- 11.17 **INCORPORATION OF PROVISIONS REQUIRED FOR PUBLIC CONTRACTS.** MedHealth certifies it shall comply with all applicable public contract laws to include ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.530. ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.530 are incorporated into this Agreement by reference. MedHealth agrees to (a) make payment promptly, as due, to all persons supplying to MedHealth labor or material for the performance of Services under this Agreement, (b) pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of this Agreement, (c) not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished

pursuant to this Agreement; and (d) pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

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

AGREED TO AND ACCEPTED AS STATED ABOVE

COUNTY OF YAMHILL, OREGON

MedTrust, LLC



Name: Lindsay Berschauer

Name: Ken Palombo, JD

Title: Chair, Board of Commissioners

Title: Chief Operating Officer

Date: 8/10/23

Date: 8/8/2023

Approved by the Yamhill County Board of
Commissioners on 8/10/23
via Board Order 23-315

EXHIBIT A – STAFFING MATRICES

(Yamhill County, OR ADP up to 200)										
Day Shift										
Position	Mon	Tues	Weds	Thurs	Fri	Sat	Sun	TBS*	Hrs/Wk	FTE
HSA	10	10	10	10					40	1.00
RN				12	12	12			36	0.90
LPN	20	20	20	12	12	12	24		120	3.00
Medical Director *			4						4	0.10
PA/NP On Call										
Medical Records/AA	8	8	8	8	8				40	1.00
Certified Medication Aide	8	8	8	8	8	8	8		56	1.40
Total Hours / FTE - Day	46	46	50	54	44	36	32	2.00	310.00	7.45
Night Shift										
Position	Mon	Tues	Weds	Thurs	Fri	Sat	Sun	TBS*	Hrs/Wk	FTE
LPN	16	16	16	12	12	12	12		96	2.40
Total Hours / FTE - Night	16	16	16	12	12	12	12		96	2.40
Total Hours / FTE	62.00	62.00	66.00	66.00	56.00	48.00	44.00	2.00	406.00	9.85
Notes										
*	The physician will come twice a month for 8 hours each visit. The 4 hours shown is for pricing only.									
Per Diem over 200 \$.27	If sustained ADP over 200 the parties will meet to determine whether additional staffing is needed									