

MINUTES
OF
PUTNAM COUNTY COMMISSION
DECEMBER 17, 2018

Prepared by:

Wayne Nabors
Putnam County Clerk
121 S Dixie Avenue
Cookeville, TN 38501

STATE OF TENNESSEE

COUNTY OF PUTNAM

BE IT REMEMBERED: that on December 17, 2018 there was a regular meeting of the Putnam County Board of Commissioners.

There were present and presiding, the Chairman, Ben Rodgers and the County Clerk, Wayne Nabors.

Major Jim Eldridge of the Putnam County Sheriff's Department called the meeting to order.

The Chairman, Ben Rodgers recognized County Clerk, Wayne Nabors for the Invocation.

The Chairman, Ben Rodgers recognized Commissioner Theresa Tayes to lead the Pledge to the Flag of the United States of America.

The Chairman asked the Commissioners to signify their presence at the meeting and the following were present:

PRESENT:

Jonathan A.D. Williams	Andrew Donadio
Kevin Christopher	Grover N. Bennett Jr.
Sam Sandlin	Danny Holmes
Jim Martin	Ben Rodgers
Jerry Ford	Jimmy Neal
Jordan Iwanyszyn	Dale Moss
Theresa Tayes	Joe Iwanyszyn
Jerry Roberson	Kim Bradford
Cindy Adams	Darren Wilson
Terry Randolph	Kathy Dunn
Chris Cassetty	Cathy Reel
Adam Johnson	Mike Atwood

The Clerk announced that twenty four (24) were present and zero (0) absent. Therefore, the Chairman declared a quorum.

MOTION RE: APPROVE THE AGENDA

Commissioner Jordan Iwanyszyn moved and Commissioner Kathy Dunn seconded the motion to approve the Agenda of the December 17, 2018 Meeting of the Putnam County Board of Commissioners.

(SEE ATTACHED)

AGENDA

PUTNAM COUNTY

BOARD OF COMMISSIONERS

Monthly Awards will be presented at 5:45 PM

Regular Monthly Session
Monday, December 17, 2018 6:00PM

Presiding: Honorable Ben Rodgers
Commission Chairman

1. **Call to Order - Sheriff Eddie Farris**
2. **Invocation** *District 4*
3. **Pledge to the Flag of the United States of America** *District 4*
4. **Roll Call - County Clerk Wayne Nabors**
5. **Approval of the Agenda**
6. **Approval of the Minutes of Previous Meeting**
7. **Unfinished Business and Action Thereon by the Board**
 - A. **Report of Standing Committees**
 1. **Planning Committee**
 2. **Fiscal Review Committee**
 3. **Nominating Committee**
 - B. **Report of Special Committees**
 - C. **Other Unfinished Business**
8. **New Business and Action Thereon by the Board**
 - A. **Report of Standing Committees**
 1. **Planning Committee**
 - a. **Recommends approval of the Sheriff's Office request to declare the following items as surplus and to sell via Internet Auction:**
 - 2006 Chevrolet Impala VIN#2G1WS551369318107
 - 2006 Chevrolet Impala VIN#2G1WS55166931774
 - 1989 Ford F350 Truck VIN#2FDKF38M3KCB54189
 - 2000 Ford F350 Truck VIN#1FTSW31F51EV32641
 - 2011 Ford Crown Victoria VIN#2FAHP71V29X134174
 - 2001 Chevrolet Suburban VIN#3GNGK26U21G220954

Cont.

1993 Caterpillar D7H #79Z04388
2000 Ford F350 Truck VIN#1FTSX31S1YED61760
2006 Chevrolet Suburban VIN#3GNGK26U26G235882
2005 Chevrolet Impala VIN#2G1WF52E359372162
2010 Jeep Wrangler VIN#1J4GA2D1XAL104211
2005 Chevrolet Trail Blazer 1GNLT13S452248797

- b. Recommends approval to sell surplus Fueling Equipment at the Maintenance Department as follows:

Wayne Pump - Single pump, single hose, and gallons only
Gas-Serial#68166A

Diesel-#68165A

Gasboy Series 1000-Discontinued item/no value
Serial #108148

Monitoring Device-Veeder Root TLS300 monitoring device
without printer and screen

2. Fiscal Review Committee

- a. Recommends approval of budget amendments to the County General Fund.
- b. Recommends approval of budget amendments to the General Purpose School Fund.
- c. Recommends approval of request by the Sheriff's Department to award the recently bid contract for health care services at the jail.

3. Nominating Committee

B. Report of Special Committees

C. Resolutions

D. Election of Notaries

E. Other New Business

2. Recognize Cash Flow Analysis for the General Purpose School Fund.
No action required

9. Announcements and Statements

10. Adjourn

The Chairman asked for discussion on the motion to approve the Agenda of the December 17, 2018 Meeting of the Putnam County Board of Commissioners. The Commissioners discussed the motion.

MOTION RE: AMEND AGENDA UNDER FISCAL REVIEW TO MOVE ITEM C TO ITEM A FOR DISCUSSION AS THE FIRST ITEM BEFORE COUNTY GENERAL FUND AMENDMENTS

Commissioner Cindy Adams moved and Commissioner Jordan Iwanyszyn seconded the motion to amend the Agenda under Fiscal Review to move Item C to Item A for discussion as the first item before County General Fund Amendments.

The Chairman asked for discussion on the motion to amend. There was none.

The Chairman asked for a voice vote on the motion to amend the Agenda. The motion carried.

The Chairman asked for discussion on the motion as amended. There was none.

The Chairman asked the Commissioners for a voice vote on the motion as amended. The motion carried.

MOTION RE: APPROVE MINUTES OF THE PREVIOUS MEETING

Commissioner Jerry Roberson moved and Commissioner Kim Bradford seconded the motion to approve the Minutes of the November 19, 2018 Meeting of the Putnam County Board of Commissioners.

The Chairman asked for discussion on the motion. There was none.

The Chairman asked for a voice vote on the motion to approve the Minutes of the November 19, 2018 Meeting of the Putnam County Board of Commissioners. The motion carried.

UNFINISHED BUSINESS AND ACTION THEREON BY THE BOARD

REPORT OF STANDING COMMITTEES

PLANNING COMMITTEE: No unfinished business.

FISCAL REVIEW COMMITTEE: No unfinished business.

NOMINATING COMMITTEE: No unfinished business.

REPORT OF SPECIAL COMMITTEES: None

OTHER UNFINISHED BUSINESS: None

NEW BUSINESS AND ACTION THEREON BY THE BOARD

REPORT OF STANDING COMMITTEES

PLANNING COMMITTEE:

MOTION RE: PLANNING COMMITTEE RECOMMENDS APPROVAL OF THE SHERIFF'S OFFICE REQUEST TO DECLARE THE FOLLOWING ITEMS AS SURPLUS AND TO SELL VIA INTERNET AUCTION:

**2006 CHEVROLET IMPALA VIN # 2G1WS551369318107
2006 CHEVROLET IMPALA VIN # 2G1WS55166931774
1989 FORD F350 TRUCK VIN # 2FDKF38M3KCB54189
2000 FORD F350 TRUCK VIN # 1FTSW31F51EV32641
2011 FORD CROWN VICTORIA VIN # 2FAHP71V29X134174
2001 CHEVROLET SUBURBAN VIN # 3GNGK26U21G220954
1993 CATERPILLAR D7H #79Z04388
2000 FORD F350 TRUCK VIN # 1FTSX31S1YED61760
2006 CHEVROLET SURBURBAN VIN #3GNGK26U26G235882
2005 CHEVROLET IMPALA VIN # 2G1WF52E359372162
2010 JEEP WRANGLER VIN # 1J4GA2D1XAL104211
2005 CHEVROLET TRAIL BLAZER 1GNDDT13S452248797**

Commissioner Cathy Reel moved and Commissioner Jordan Iwanyszyn seconded the motion to approve the Sheriff's Office request to declare the following vehicles as surplus and sell via Internet Auction:

**2006 Chevrolet Impala VIN # 2G1WS551369318107
2006 Chevrolet Impala VIN # 2G1WS55166931774
1989 Ford F350 Truck VIN # 2FDKF38M3KCB54189
2000 Ford F350 Truck VIN # 1FTSW31F51EV32641
2011 Ford Crown Victoria VIN # 2FAHP71V29X134174
2001 Chevrolet Surburban VIN # 3GNGK26U21G220954
1993 Caterpillar D7H #79Z04388
2000 Ford F350 Truck VIN # 1FTSX31S1YED61760
2006 Chevrolet Surburban VIN #3GNGK26GU26235882
2005 Chevrolet Impala VIN # 2G1WF52E359372162
2010 Jeep Wrangler VIN # 1J4GA2D1XAL104211
2005 Chevrolet Trail Blazer 1GNDDT13S452248797**

(SEE ATTACHED)



Putnam County Justice Center
421 East Spring Street • Cookeville, TN 38501
Phone: 931.528.8484 • Fax: 931.528.7043

December 1, 2018

Putnam County Sheriff's Office requests to declare the following assets as surplus items to be sold via internet public auction.

- | | |
|-------------------------------|-------------------|
| 1. Chevrolet Impala | 2006 |
| 2G1WS551369318107 | 179,367 mi |
| 2. Chevrolet Impala | 2006 |
| 2g1ws551669317744 | 167,270 mi |
| 3. Ford F350 Truck | 1989 |
| 2FDKF38M3KCB54189 | 73,087 mi |
| 4. Ford F350 Truck | 2000 |
| 1FTSW31F51EV32641 | 132,505 mi |
| 5. Ford Crown Victoria | 2011 |
| 2FAHP71V29X134174 | 118,880 mi |
| 6. Chevrolet Suburban | 2001 |
| 3GNGK26U21G220954 | 136,341 mi |
| 7. Caterpillar D7H | 1993 |
| 79Z04388 | |
| 8. Ford F350 Truck | 2000 |
| 1FTSX31S1YED61760 | 107,214 mi |

9. Chevrolet Suburban	2006
3GNGK26U26G235882	162,408 mi
10. Cheverolet Impala	2005
2G1WF52E359372162	133,293 mi
11. Jeep Wrangler	2010
1J4GA2D1XAL104211	108,271 mi
12. Chevrolet Trail Blazer	2005
1GNDF13S452248797	175,019 mi

Thank you for your consideration,

Sheriff Eddie Farris

Sheriff Eddie Farris

The Chairman asked for discussion on the motion to approve the Sheriff's Office request to declare the vehicles as surplus and sell via Internet Auction. There was none.

The Chairman asked for a voice vote on the motion. The motion carried.

MOTION RE: THE PLANNING COMMITTEE RECOMMENDS APPROVAL TO SELL SURPLUS FUELING EQUIPMENT AT THE MAINTENANCE DEPARTMENT AS FOLLOWS:

**WAYNE PUMP – SINGLE PUMP, SINGLE HOSE, AND GALLONS ONLY
GAS – SERIAL # 68166A
DIESEL # 68165A
GASBOY SERIES 1000 – DISCONTINUED ITEM / NO VALUE
SERIAL # 108148
MONITORING DEVICE – VEEDER ROOT TLS300 MONITORING DEVICE
WITHOUT PRINTER AND SCREEN**

Commissioner Cathy Reel moved and Commissioner Kim Bradford seconded the motion to approve to sell surplus fueling equipment at the Maintenance Department: Wayne Pump – single pump, single hose, and gallons only; Gas – Serial # 68166A; Diesel #68165A; Gasboy Series 1000 – discontinued item / no value Serial # 108148; Monitoring Device – Veeder Root TLS300 monitoring device without printer and screen.

(SEE ATTACHED)

Dennis McBroom, *Director*
Jerry Dobbs, *Assistant Director*



Phone: 931-526-7256
Fax: 931-528-1334

270 Carlen Drive
Cookeville, Tennessee 38501

Fueling Equipment

Wayne Pump

Single pump, single hose, and gallons only

Gas- Serial # 68166A

Diesel- # 68165A

Gasboy Series 1000

Serial # 108148 – Discontinued item/ no value

Monitoring Device

Veeder Root TLS 300 monitoring device without printer and screen

The Chairman asked for discussion on the motion to approve to sell surplus fueling equipment at the Maintenance Department: Wayne Pump – single pump, single hose, and gallons only; Gas – Serial # 68166A; Diesel #68165A; Gasboy Series 1000 – discontinued item / no value Serial # 108148; Monitoring Device – Veeder Root TLS300 monitoring device without printer and screen. There was none.

The Chairman asked for a voice vote on the motion. The motion carried.

FISCAL REVIEW COMMITTEE:

MOTION RE: THE FISCAL REVIEW COMMITTEE RECOMMENDS APPROVAL OF REQUEST BY THE SHERIFF'S DEPARTMENT TO AWARD THE RECENTLY BID CONTRACT FOR HEALTH CARE SERVICES AT THE JAIL

Commissioner Kim Bradford moved and Commissioner Jimmy Neal seconded the motion to approve the request by the Sheriff's Department to award the recently bid Contract for Health Care Services at the Jail.

(SEE ATTACHED)



Putnam County Justice Center
421 East Spring Street • Cookeville, TN 38501
Phone: 931.528.8484 • Fax: 931.528.7043

DATE: December 1, 2018

**TO: Fiscal Review Committee - Honorable County
Commissioners**

SUBJECT: Contract Award Request

**Please allow this to serve as my request to award the recently
bid contract for healthcare services of inmates of the Putnam
County Jail to Quality Correctional Health Care.**

Thanking you in advance,

Sheriff Eddie Farris

**AGREEMENT FOR THE PROVISION OF HEALTHCARE SERVICES
TO THE INMATES OF THE PUTNAM COUNTY, TENNESSEE JAIL**

This **AGREEMENT FOR THE PROVISION OF HEALTHCARE SERVICES TO THE INMATES OF THE PUTNAM COUNTY, TENNESSEE JAIL** (hereinafter referred to as the "AGREEMENT") is hereby entered into by and between **PUTNAM COUNTY, TN**, a political subdivision of the State of **TENNESSEE** (hereinafter referred to as the "COUNTY"); and **QCHC, INC.** a/k/a Quality Correctional Health Care, an Alabama Corporation qualified to do business in Tennessee (hereinafter referred to as "QCHC").

RECITALS

WHEREAS, the COUNTY and SHERIFF desire to provide professional and responsive physician and related healthcare services to the INMATES/DETAINEES of the PUTNAM COUNTY JAIL and the PUTNAM COUNTY JUVENILE DETENTION CENTER; pursuant to their obligations under the Constitution of the United States of America, the Constitution of the State of Tennessee, any applicable statutes, judicial orders or decisions, and any other applicable sources of law;

WHEREAS, QCHC is a corporation which provides professional and responsive healthcare services in correctional facilities and desires to provide such services for the COUNTY and SHERIFF under the terms of this AGREEMENT; and

WHEREAS, the COUNTY and SHERIFF desire to enter into this AGREEMENT with QCHC; and, through the COUNTY COMMISSION and COUNTY MAYOR and are authorized by law to enter into this AGREEMENT;

NOW, THEREFORE, the parties hereby enter into this AGREEMENT as hereinafter set forth.

DEFINITIONS

COUNTY COMMISSION – The COUNTY COMMISSION of PUTNAM COUNTY, Tennessee.

JAIL – the JAIL in PUTNAM COUNTY, Tennessee, operated by the SHERIFF of PUTNAM COUNTY.

JUVENILE DETENTION CENTER-The Juvenile Detention Center ("JDC") in PUTNAM COUNTY, TENNESSEE and operated by PUTNAM COUNTY, TENNESSEE.

ELECTIVE CARE – Care which, if not provided, would not, in the opinion of QCHC's physician, who shall be a physician licensed in the State of Tennessee and an employee or independent contractor of QCHC, cause the INMATE/DETAINEE or JUVENILE's health to deteriorate, or cause harm to the INMATE/DETAINEE or JUVENILES well-being.

INMATES/DETAINEES – INMATES/DETAINEES booked into the custody of the SHERIFF of PUTNAM COUNTY and incarcerated at the PUTNAM COUNTY JAIL.

JUVENILE-Juveniles in the custody of the PUTNAM COUNTY JUVENILE DETENTION CENTER.

DIRECTOR OF JDC-Director of the PUTNAM COUNTY JUVENILE DETENTION CENTER or his agent, or designee, such as the assistant director, acting director, etc.

MID-LEVEL PRACTITIONER – An advanced registered nurse practitioner or physician assistant who has completed an advanced training program. A MID-LEVEL PRACTITIONER will be duly licensed in the State of Tennessee.

QCHC CORPORATE HOLIDAYS – New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

SHERIFF – The SHERIFF of PUTNAM COUNTY, or his agent or designee, such as the Jail Commander/Administrator, Warden, Chief Deputy, Chief of Staff, Under-sheriff, Acting Sheriff, etc.

SPECIALTY SERVICES – Medical services that require a physician to be board-certified in a specialty, including, but not limited to, cardiology, dermatology, gynecology, neurology, nephrology, etc.

ARTICLE I: **DUTIES AND OBLIGATIONS OF QCHC**

For and in consideration of the compensation to be paid to QCHC as hereinafter set forth, the sufficiency of which is mutually acknowledged by the parties to this AGREEMENT, QCHC hereby agrees to provide for the delivery of healthcare services to the INMATES/DETAINEES under the custody and control of the SHERIFF at the JAIL according to the terms and conditions that follow:

- 1.1. **PRIMARY CARE.** QCHC shall provide primary healthcare services for all persons committed to the custody of the JAIL and Juveniles in the custody of the JDC, except those identified in Section 1.26. The responsibility of QCHC for medical care of an INMATE/DETAINEE or JUVENILE commences with the booking and physical placement of the INMATE/DETAINEE into the JAIL or JUVENILE into the JDC. All treatments, examinations, and medical services will be conducted within a reasonable time of the request for care. Physical Assessments will be completed as soon as practicable, but in no event longer than 14 days from intake, absent extraordinary circumstances. All physician sick calls, admission exams, screenings, physical assessments, dental exams, and all other primary medical services shall be conducted on-site, at the JAIL, unless otherwise addressed herein.
- 1.2. **STAFFING.** QCHC will provide the staffing coverage necessary for the rendering of primary healthcare services to the INMATES/DETAINEES of the JAIL and Juveniles at the JDC as described in and required by this AGREEMENT. QCHC will make healthcare staff available to the Putnam County Juvenile Detention Center as the need arises. Anticipated staffing schedules for the JAIL is included as EXHIBIT A to this AGREEMENT, which the SHERIFF and QCHC may amend from time to time by mutual written consent. Staffing and scheduling may vary from the routine staffing and scheduling on QCHC CORPORATE HOLIDAYS. It is understood and agreed that QCHC employees are allowed to leave the JAIL during the work day for meal breaks, provided the timing and length of such meal breaks do not negatively impact or impair QCHC's ability to fulfill its obligations under this AGREEMENT. All personnel provided or made available by QCHC to render services hereunder shall be licensed, certified, or registered, as appropriate under Tennessee law, in their respective areas of practice. QCHC will maintain copies of all continuing education and licensure requirements for personnel. All personnel shall be subject to a background check by the COUNTY/SHERIFF and will be required to follow the SHERIFF's rules and policies regarding security and safety in the JAIL.

The categories of staff/service providers to be provided by QCHC shall include:

- 1.2.1. PHYSICIAN / MEDICAL DIRECTOR / MID-LEVEL PRACTITIONER.** A Physician or MID-LEVEL PRACTITIONER will visit the JAIL each week for a period of time sufficient to accomplish the objectives of this AGREEMENT in accordance with EXHIBIT A. A practitioner will be available by telephone to the JAIL's administrative staff and medical staff on an on-call basis, seven (7) days per week, twenty-four (24) hours per day. One of the QCHC physicians will be designated as the JAIL's "Medical Director," and shall be responsible for all medical decision-making, and for setting policies and procedures for the provision of primary healthcare services, in the JAIL.
- 1.2.2. HEALTH SERVICES ADMINISTRATOR.** QCHC shall provide a Health Services Administrator ("HSA"), who shall be responsible for management of the day-to-day operations of the medical units in the JAIL.
- 1.2.3. NURSING.** QCHC will provide on-site nursing, consisting of both Registered Nurse ("RN") and Licensed Practical Nurse ("LPN") coverage at the JAIL as often and for periods of time sufficient to accomplish the objectives of this AGREEMENT, with the schedule of nursing coverage to be determined between the SHERIFF and QCHC, in accordance with EXHIBIT A. The SHERIFF and QCHC agree to review nursing hours should the ADP significantly exceed the level contained in Article 3 of this AGREEMENT.
- 1.2.4. MENTAL HEALTH.** QCHC will provide a will provide a full-time Mental Health Professional (counselor, therapist, social worker or similarly qualified individual) (1.0 FTEs) and up to four (4) hours per week by a psychiatric prescriber (psychiatrist, psychiatric nurse practitioner, or similarly credentialed professional), which may include the use of telepsychiatry.
- 1.3. CARE REPORTS.** Upon request, QCHC will provide reports and meet regularly with the SHERIFF or designee, concerning the overall operation of the healthcare services program and the general health of the INMATES/DETAINEES of the JAIL.
- 1.4. DENTAL CARE.** QCHC will provide for INMATES/DETAINEES dental triage screenings in accordance with criteria established by a licensed dentist for the purpose of identifying INMATES/DETAINEES in need of dental services from a licensed dentist. QCHC will be responsible for providing a dentist, either on-site or off-site, who will see the INMATES/DETAINEES on a regular basis as determined by QCHC and the SHERIFF.
- 1.5. DISPOSABLE MEDICAL SUPPLIES.** QCHC will provide for INMATES/DETAINEES disposable medical supplies intended for one-time use.
- 1.6. DURABLE MEDICAL EQUIPMENT AND SUPPLIES.** Except for the equipment and instruments owned by the COUNTY/SHERIFF at the inception of this AGREEMENT, QCHC will provide durable medical equipment and supplies required for the adequate provision of healthcare services during the term of this AGREEMENT, up to a limit of \$500 per item/unit, and the COUNTY will reimburse QCHC pursuant to the terms of Article III. QCHC will coordinate with the SHERIFF/COUNTY for the purchase of equipment or instruments with a per unit/item cost of greater than \$500. All maintenance or repair of equipment and instruments will be arranged or performed by QCHC, and the COUNTY will reimburse QCHC pursuant to the terms of Section Article III.

- 1.7. **ELECTIVE CARE.** QCHC will not provide ELECTIVE CARE to INMATES/DETAINEES or JUVENILES. Decisions concerning ELECTIVE CARE will be consistent with the applicable American Medical Association (AMA) standards.
- 1.8. **EMERGENCY CARE.** QCHC will provide emergency medical treatment to staff of the JAIL, subcontractors, and visitors who become ill or are injured while on the premises. QCHC will stabilize all patients and refer for recommended off-site emergency treatment or care, as needed.
- 1.9. **HEALTH EDUCATION.** QCHC will provide health education materials to the SHERIFF for INMATE/DETAINEE education. QCHC will also provide, upon request, annual CPR/first aid, suicide prevention, and other training for staff of the JAIL staff, as requested by the SHERIFF.
- 1.10. **HEALTH EVALUATIONS.** QCHC will provide for INMATES/DETAINEES and JUVENILES on-site health evaluations and medical care within the National Commission on Correctional Health Care ("NCCHC") and Tennessee Corrections Institute ("TCI") guidelines.
- 1.11. **INFANT CARE.** QCHC will neither arrange for infant care nor be financially responsible for any costs associated with infant care.
- 1.12. **INMATE/DETAINEE LABOR.** INMATES/DETAINEES will not be employed or otherwise engaged or utilized by either QCHC or the SHERIFF in the rendering of any healthcare services.
- 1.13. **MANAGEMENT SERVICES.** QCHC will provide management services to include: a comprehensive Strategic Plan; Policies and Procedures; Protocols; Peer Review; CQI; Cost Containment; Utilization Management; Risk Management programs; and Health Insurance Portability and Accountability Act (HIPAA), NCCHC and TCI Compliance programs specific to the medical operations of the JAIL and JDC.
- 1.14. **MEDICAL RECORDS.** QCHC will maintain, cause, or require being maintained, complete and accurate medical records for each INMATE/DETAINEE and JUVENILE who has received healthcare services. Each medical record will be maintained in accordance with applicable laws, standards, and the SHERIFF's policies and procedures. The medical records will be kept separate from the INMATE/DETAINEE's confinement record. A complete copy, or summary thereof, of the original applicable medical record will be available to accompany each INMATE/DETAINEE who is transferred from the JAIL to another location for off-site services or transferred to another institution. Medical records will be kept confidential, subject to applicable laws regarding confidentiality of such records. QCHC will comply with state and federal law and the SHERIFF's policy with regard to access by INMATES/DETAINEES and staff of the JAIL to medical records. No information contained in the medical records will be released by QCHC except as provided by the SHERIFF's policy, a court order, or otherwise in accordance with applicable laws. At the expiration of this AGREEMENT period, all medical records will be delivered to and remain with the SHERIFF/COUNTY/JAIL. However, the COUNTY/SHERIFF/JAIL will provide QCHC with reasonable ongoing access to all medical records, even after the expiration of this AGREEMENT, for the purpose of defending litigation. INMATE/DETAINEE medical records will at all times be the property of the COUNTY/SHERIFF/JAIL and shall not be the property of QCHC. QCHC will make available to the SHERIFF, unless otherwise specifically prohibited, at the SHERIFF's request, all records, documents, and other papers relating to the direct delivery of healthcare services to the JAIL's INMATES/DETAINEES hereunder.

1.14.1 ELECTRONIC MEDICAL RECORDS-QCHC will develop an Electronic Medical Records (EMR) system for INMATE/DETAINEE Medical Records at the JAIL.

- 1.15. MEDICAL WASTE REMOVAL.** QCHC will be responsible for medical waste removal services at the JAIL consistent with all applicable laws.
- 1.16. MEETINGS.** Upon request, QCHC representatives will meet, in accordance with a schedule agreed to by the SHERIFF and QCHC, with the SHERIFF or designee concerning procedures within the JAIL, any proposed changes in health-related procedures, or other matters which either party deems necessary.
- 1.17. OFFICE SUPPLIES.** QCHC will be responsible for providing office supplies, which may include paper, pens, charts, folders, staplers, and calendars, and the COUNTY will reimburse QCHC pursuant to the terms of Article III. QCHC will have access to, and use of, desks, chairs, refrigerators, lamps, machinery, fax machines, computers, printers, or other office-equipment located in the JAIL's medical unit at the beginning of the term of this AGREEMENT.
- 1.18. OFF-SITE AND/OR SPECIALTY SERVICES.** When off-site and/or hospital care is required for medical reasons, QCHC will arrange for inpatient and/or outpatient hospital services, mobile services, SPECIALTY SERVICES, dental services, X-ray, diagnostic testing, consultation services, off-site mental health services, and medically indicated ground ambulance transportation for INMATES/DETAINEES/JUVENILES, in accordance with the SHERIFF's policies and procedures, and in coordination with the COUNTY'S off-site care coordinator and/or third party administrator, if applicable. QCHC will not be financially responsible for any costs associated with off-site care and/or SPECIALTY SERVICES.

SECTION 1.18.2 -OFFSITE CLAIMS MANAGEMENT. QCHC shall negotiate with off-site providers for reduced costs for off-site services, manage, and process off-site medical bills and claims, and adjust for discounts. For these services, QCHC shall charge COUNTY a twelve (12) percent fee on the amount of the *negotiated reduction*, that is, the difference between full charges for services rendered and the charges actually paid by the COUNTY after discount. COUNTY and SHERIFF shall have access to all off-site bills and discounted amounts/reduced rates shall be transparent on all invoices from QCHC to COUNTY. QCHC shall negotiate, reprice, and adjust for discounts said claims for off-site services and submit adjusted bills to the COUNTY for payment within forty-five (45) days from the date said claim is received by QCHC, unless a different time period is mutually agreed to by both parties in writing.

- 1.19. CHRONIC CARE CLINICS.** QCHC will establish a plan for the identification, treatment and monitoring of INMATES/DETAINEES with chronic illnesses and special healthcare needs. QCHC will be required to continue "chronic care clinics" for those INMATES/DETAINEES identified with specified chronic illnesses and conditions (diabetes, hypertension, mental illness, HIV/AIDS, tuberculosis, asthma, seizures, etc.). QCHC has defined a chronic health problem as an illness which is either ongoing or recurring. To provide an effective and efficient healthcare delivery system for chronically ill patients, QCHC identifies the number of INMATES/DETAINEES with specific chronic conditions, and individual treatment plans are developed or reviewed for each of these INMATES/DETAINEES which includes: instructions regarding medications; the type and frequency of laboratory; other diagnostic testing; frequencies of follow up for reevaluation of the INMATE/DETAINEE's condition; and adjustment of the treatment plan as needed. Chronic care clinics are established to enable INMATES/DETAINEES to have scheduled visits to QCHC independent of any sick call requests.

- 1.20. **ON-SITE TESTING.** QCHC will provide for INMATE/DETAINEES on-site laboratory testing, which shall include, but not be limited to, drug screens, finger-stick blood sugar and urine dipstick for pregnancy and/or infection. QCHC will also provide TB skin tests for INMATES/DETAINEES as directed by the SHERIFF.
- 1.21. **OPTICAL CARE.** QCHC will not be financially responsible for the provision or costs of optical care, eyeglasses, and/or optical supplies for any INMATE/DETAINEE or JUVENILE.
- 1.22. **OTHER EXPENSES.** QCHC will neither be responsible for the performance nor payment of any services which are not specifically contained in this AGREEMENT.
- 1.23. **PHARMACEUTICALS.** QCHC will provide pharmaceutical management, administration, distribution, and policies, and shall provide all medications required for the provision of adequate medical services. QCHC personnel shall administer pharmaceutical medications to INMATES/DETAINEES during pre-determined "pill calls" and/or medication rounds.
- 1.24. **PHYSICAL EXAMINATIONS FOR INMATE WORKERS.** QCHC will provide basic physical examinations for potential INMATE/DETAINEE workers to ensure the INMATES/DETAINEES are physically capable of performing assigned work duties.
- 1.25. **PROSTHETICS.** QCHC will not be responsible for providing prosthetics and/or prosthetic supplies.
- 1.26. **INMATES/DETAINEES.** The health care services contracted in the AGREEMENT are intended only for those INMATES/DETAINEES in the actual physical custody of the JAIL and Juveniles in the custody of the JDC, after being medically stabilized and committed to the JAIL or JDC. No other person(s) shall be the responsibility of QCHC. QCHC shall not be responsible for providing healthcare services of any kind for or on behalf of employees or staff of the COUNTY, SHERIFF's Department or JAIL, except for emergency care as described in Section 1.8. INMATES/DETAINEES or JUVENILES, for example, on any sort of temporary release or escape, including, but not limited to those temporarily released for the purpose of attending funerals or other family emergencies, those on escape status, those on pass, parole or supervised custody who do not sleep in the JAIL at night, shall not be included in the daily population count, and shall not be the responsibility of QCHC with respect to the payment or the furnishing of their health care services. Persons in the physical custody of other police or other penal jurisdictions at the request of COUNTY/SHERIFF are likewise excluded from the population count and are not the responsibility of QCHC for the furnishing or payment of health care services. Medical care rendered within the JAIL to INMATES/DETAINEES from jurisdictions other than COUNTY and housed in the JAIL pursuant to agreements between COUNTY and such other jurisdictions, or by statute, or otherwise, will be the responsibility of QCHC, to the same extent as INMATES/DETAINEES of the COUNTY.
- 1.27. **SHERIFF'S POLICIES AND PROCEDURES.** QCHC will operate within the requirements of the SHERIFF's policies and procedures which are directly related to the provision of medical services, as well as other policies and procedures of the SHERIFF which may impact the provision of medical services, including policies and procedures related to the safety and security of the JAIL. Such policies and procedures may change from time to time; if so, QCHC will be promptly notified and will operate within all policies, procedures and modifications thereof.

ARTICLE 2:
DUTIES AND OBLIGATIONS OF THE SHERIFF

- 2.1 INMATE/DETAINEE INFORMATION.** The SHERIFF will provide, as needed, information pertaining to INMATES/DETAINEES and JUVENILES that QCHC and the SHERIFF/DIRECTOR mutually identify as reasonable and necessary for QCHC to adequately perform its obligations to the SHERIFF, DIRECTOR, and the COUNTY.
- 2.2 OFFICE SPACE, EQUIPMENT AND SUPPLIES.** The SHERIFF will provide in the JAIL adequate and sufficient office and exam space for QCHC and its employees and agents to use to carry out the requirements of this AGREEMENT, including but not limited to, office space for QCHC staff, exam space for sick calls, and storage space for equipment, supplies, medications, and medical records, as well as use of SHERIFF or COUNTY-owned office equipment and all necessary utilities, including telephone and fax lines and internet connection, in place at the JAIL healthcare unit. Upon termination of this AGREEMENT, QCHC will return to the SHERIFF possession and control of all SHERIFF or COUNTY-owned office equipment. At such time, the office equipment and supplies will be in good working order, with allowances made for reasonable wear and tear.
- 2.3 RECORD AVAILABILITY.** During this AGREEMENT term, and for a reasonable time thereafter, the SHERIFF/DIRECTOR will provide QCHC, at QCHC's request, the SHERIFF's/DIRECTOR's records relating to the provision of healthcare services to INMATES/DETAINEES or JUVENILES as may be reasonably requested by QCHC in connection with an investigation of, or defense of, any claim by a third party related to QCHC's conduct. As QCHC may reasonably request, and consistent with applicable state and federal laws and the foregoing provision, the SHERIFF will make available to QCHC such records as are maintained by the SHERIFF, hospitals, and other off-site healthcare providers involved in the care or treatment of INMATES/DETAINEES (to the extent the SHERIFF has any control over those records). Any such information provided by the SHERIFF to QCHC that the SHERIFF considers confidential will be kept confidential by QCHC and shall not, except as may be required by law, be distributed to any third party without the prior written approval of the SHERIFF. Notwithstanding any provision of this AGREEMENT to the contrary, the SHERIFF's internal affairs investigative records will not be required to be provided to QCHC or any other person or entity (except as may be required by law).
- 2.4 SECURITY.** The SHERIFF will maintain responsibility for the physical security of the JAIL and the continuing security of the INMATES/DETAINEES. QCHC and the SHERIFF understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of QCHC, as well as for the security of INMATES/DETAINEES and staff of the JAIL, consistent with the correctional setting. The SHERIFF will provide security sufficient to enable QCHC and its personnel to safely provide the healthcare services described in this AGREEMENT. The Parties hereby acknowledge and agree that the SHERIFF's responsibility to provide sufficient security to enable QCHC and its personnel to provide healthcare services to the INMATES/DETAINEES is a material term of this AGREEMENT, and that any breach thereof will automatically trigger QCHC's termination rights under Section 4.3.1 of this AGREEMENT. The SHERIFF shall screen QCHC's proposed staff to ensure that they will not constitute a security risk. The SHERIFF will have final approval of QCHC's employees regarding security/background clearance and access to the JAIL.

ARTICLE 3:
COMPENSATION/ADJUSTMENTS

- 3.1 COMPENSATION.** The COUNTY will reimburse QCHC for the direct costs of all services provided to INMATES/DETAINEES of the JAIL under this AGREEMENT, including, but not limited to, labor costs, medical and office supplies, non-durable/disposable equipment, durable equipment (pursuant to Section 1.6), service and repairs on equipment, medications, x-ray costs, laboratory costs, on-site dental services, medication, pharmacy, wages and salaries, benefits costs, payroll taxes, insurance costs directly attributable to personnel and/or services at the JAIL, sales/use taxes or other taxes on supplies, equipment, medications, or other items used at the JAIL, and any other costs attributable to the provision of services under this AGREEMENT. A list of costs and charges to be invoiced to the COUNTY, under the terms of this AGREEMENT, is included as EXHIBIT B to this AGREEMENT, which may be amended from time to time by mutual consent of the parties. Over and above the costs to be reimbursed to QCHC by the COUNTY, QCHC shall charge a fifteen percent (15%) "administrative fee", representing such overhead, indirect expenses, support services, and other administrative costs, which cannot be captured through reimbursement for direct costs on the first \$1,014,782.61 in actual costs in a given contract year, this amount being referred to as the "budgeted annual cost." In no event shall the COUNTY pay more than \$152,217.39 in administrative fees in a given contract year, such an amount being defined as the administrative fee (charged at 15%) on the budgeted annual cost. Should annual direct costs exceed the budgeted annual cost of \$1,014,782.61 in a given contract year, such excess costs will continue to be reimbursed to QCHC by the COUNTY, *but no administrative fees shall be charged on the excess costs.* The budgeted annual cost amount is based on an Average Daily Population ("ADP") of 400 INMATES/DETAINEES in the JAIL (the "base ADP").
- 3.2 MONTHLY PAYMENTS.** QCHC will bill the COUNTY prior to the month in which services are to be rendered, in a fixed amount set at one-twelfth (1/12) of the sum of: (1) the budgeted annual cost, plus (2) the anticipated administrative fees on the budgeted annual cost amount, which equals \$97,250.00 each month. COUNTY agrees to pay Provider prior to the tenth (10th) day of each month. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to QCHC will be pro-rated accordingly for the shortened month.
- 3.3 QUARTERLY RECONCILIATION.** Each quarter, QCHC shall present to the COUNTY an invoice for all costs incurred pursuant to this AGREEMENT, such costs being described in Section 3.1 and EXHIBIT B, with supporting documentation, plus the administrative fee. If the total amount of the quarterly invoice to the COUNTY exceeds the total amount of the three (3) monthly payments made by the COUNTY to QCHC in that quarter, then the COUNTY shall pay the difference to QCHC within thirty (30) days. If the total amount of the quarterly invoice is less than the total amount of the three (3) monthly payments made by the COUNTY to QCHC in that quarter, then QCHC shall carry a credit for the difference into the next quarter, which shall then be applied to any amount owed by the COUNTY to QCHC in succeeding quarters, until such credit be reduced to zero.

ARTICLE 4:
TERM AND TERMINATION

- 4.1 **TERM.** The term of this AGREEMENT will be for one year from _____, 20____ at 12:01 A.M. through _____, 20____ at 11:59 P.M.
- 4.2 **ANNUAL RENEWALS.** At the end of the above-stated year term, this AGREEMENT will be renewable for successive one-year terms if mutually desired by both parties. At the end of the above-stated year term, this AGREEMENT will be renewable for successive one-year terms if mutually desired by both parties. The parties agree to review the budgeted annual cost figure on an annual basis to determine whether adjustments are necessary due to changes in staffing, an increase or decrease in the inmate population, or any other circumstances or conditions impacting the provision of inmate healthcare at the JAIL. If an adjustment is made to the budgeted annual cost, the administrative fee will be adjusted accordingly but will not exceed fifteen (15) percent of the budgeted annual cost. If, at the conclusion of this term, or any subsequent term, this Agreement has not been expressly extended, renegotiated, or terminated, this Agreement shall be automatically extended according to its original provisions for terms of ninety (90) days until this Agreement is expressly, extended, renegotiated, or terminated.
- 4.3 **TERMINATION.**
- 4.3.1 **TERMINATION FOR CAUSE.** In the event that either party fails to comply with any section or part of this AGREEMENT, the other party may terminate this AGREEMENT after providing notice of the failure to comply and a twenty (20) day opportunity to cure. The COUNTY will pay for services rendered up to and including the point of termination but will not pay any penalty.
- 4.3.2 **TERMINATION WITHOUT CAUSE.** Notwithstanding anything to the contrary contained in this AGREEMENT, the COUNTY or QCHC may, without prejudice to any other rights they may have, terminate this AGREEMENT for their convenience and without cause, by giving sixty (60) days advance written notice to the other party. The parties may mutually agree to shorten or lengthen the required notice period under this provision.

ARTICLE 5:
GENERAL TERMS AND CONDITIONS

- 5.1 **AMENDMENTS.** This AGREEMENT may be amended at any time only in writing and signed by both parties.
- 5.2 **ASSIGNMENT.** QCHC will not assign in whole or in part this AGREEMENT without the prior written consent of the COUNTY. QCHC will not assign any money due or to become due under this AGREEMENT without the prior written consent of the COUNTY.
- 5.3 **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.** The COUNTY and QCHC agree that they will not require performance of any QCHC or SHERIFF employee, agent or independent contractor that would violate federal, state and/or local laws, ordinances, rules and/or regulations.

- 5.4 COUNTERPARTS.** This AGREEMENT may be executed in several counterparts, each of which will be an original and all of which together will constitute but one and the same instrument.
- 5.5 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.
- 5.6 EXCUSED PERFORMANCE.** In case performance of any terms of parts hereof will 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, public disturbances, strikes, lockouts, differences with workers, fires, floods, Acts of God, or any other reason whatsoever which is not within the control of the parties 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.
- 5.7 GOVERNING LAW.** This AGREEMENT will be governed by the laws of the State of Tennessee. Any action or legal proceeding brought regarding the foregoing agreement shall be filed in the Circuit Court for Putnam County, Tennessee, and shall be tried without a jury.
- 5.8 HOLD HARMLESS.**
- 5.8.1** QCHC will indemnify and hold harmless the COUNTY, the SHERIFF, and the JAIL employees against any loss or damage, including attorneys' fees and other costs of litigation, caused or necessitated by the sole negligence of QCHC, its agents, employees, and/or vendors, which is directly related to medical treatment or care provided by QCHC, and to provide a defense against any such claim, so long as such claim is timely tendered to QCHC for indemnification and defense.
- 5.8.2** QCHC will not be responsible for any claims arising from actions of the COUNTY, the SHERIFF, or any employee or agent of the JAIL who prevents any person from receiving medical care ordered by QCHC's medical staff, employees, agents or independent contractors.
- 5.8.3** QCHC will not be responsible for claims arising from negligence on the part of the COUNTY, the SHERIFF, or any employee or agent of the JAIL in presenting an individual to QCHC's medical staff, employees, agents or independent contractors, if it should have been reasonably known that the individual was in serious need of immediate medical attention.
- 5.9 INDEPENDENT CONTRACTOR.** It is understood and agreed that an independent contractor relationship is hereby established under the terms and conditions of this AGREEMENT. The employees or agents of QCHC are not now, nor will they be deemed to be, employees of the COUNTY or the SHERIFF. The employees of the COUNTY/SHERIFF/JAIL are not now, nor will they be deemed to be, employees of QCHC. QCHC assumes all financial responsibility for the employees of QCHC, such as wages and withholding taxes, social security, sales and other taxes, which may be related to the services to be provided under this AGREEMENT.

5.10 SUBCONTRACTING. In order to discharge the obligations hereunder, QCHC may engage certain healthcare professionals as independent contractors rather than employees. As the relationship between QCHC and these healthcare professionals will be that of independent contractor, QCHC will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these independent professionals. QCHC will not exercise control over the manner or means by which these independent contractors exercise their independent clinical judgment. However, QCHC will exercise administrative supervision over such professionals necessary to ensure the strict fulfillment of the obligations contained in this AGREEMENT. All terms and conditions of this AGREEMENT will be included in all such subcontracts. For each agent and subcontractor, including all medical professionals, physicians, and nurses performing duties as agents or independent contractors of QCHC under this AGREEMENT, QCHC will provide to the COUNTY, upon request, proof that, for each such professional, there is in effect during the period that person is engaged in the performance of this AGREEMENT, a professional liability or medical malpractice insurance policy, in an amount or amounts of at least One Million Dollars (\$1,000,000) coverage per occurrence and Three Million Dollars (\$3,000,000) annual aggregate coverage.

5.11 INSURANCE. QCHC will procure and maintain in effect throughout the term of this AGREEMENT insurance policies with coverage not less than the types and amounts specified in this section.

5.11.1 Commercial General Liability Insurance Policy with limits of One Million Dollars (\$1,000,000) per occurrence and an annual aggregate limit of Three Million Dollars (\$3,000,000). For purposes of this paragraph, limits of any umbrella insurance policy will count toward the aggregate limits of the Commercial General Liability Policy.

5.11.2 Professional Liability Insurance with limits per claim of Three Million Dollars (\$3,000,000) and an annual aggregate of Five Million Dollars (\$5,000,000).

5.12 CERTIFICATE OF INSURANCE. QCHC agrees to name the COUNTY as an additional insured under the insurance policies listed in Section 5.11, and to provide the COUNTY with a Certificate of Insurance evidencing the terms of the insurance coverage and policy limits.

5.13 EQUAL EMPLOYMENT OPPORTUNITY. QCHC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, veteran status, or disability unrelated to a bona fide occupational qualification of the position, or any other protected category or characteristic protected by law.

5.14 NOTICES. All notices to the SHERIFF and/or the COUNTY will be addressed to:

All notices to QCHC will be addressed to:
Quality Correctional Health Care

Attn: Dr. Johnny Edward Bates
200 Narrows Parkway, Suite A
Birmingham, Alabama 35242

- 5.15 OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES.** The parties acknowledge that QCHC is neither bound by nor aware of any other existing contracts to which the COUNTY is a party and which relate to the provision of healthcare to INMATES/DETAINEES at the JAIL. The parties agree that they have not entered into this AGREEMENT for the benefit of any third person(s) and it is their express intention that this AGREEMENT is intended to be for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third party beneficiaries thereof.
- 5.16 SEVERABILITY.** In the event any part of this AGREEMENT is held to be unenforceable for any reason, the unenforceability thereof will not affect the remainder of this AGREEMENT, which will remain in full force and effect and be enforceable in accordance with its terms.
- 5.17 WAIVER OF BREACH.** The waiver of either party of a breach or violation of any part of this AGREEMENT will not operate as, or be construed to be, a waiver of any subsequent breach of the same or other part hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year written below.

FOR PUTNAM COUNTY, TENNESSEE

By:
Its: _____

STATE OF TENNESSEE)
PUTNAM COUNTY)

I, the undersigned Notary Public in and for said County and State, hereby certify that _____, whose name as _____ of PUTNAM COUNTY, is signed to the foregoing Agreement for the Provision of Inmate/Detainee Healthcare and Medical Services, and who is known to me, acknowledged to me on this day that, having read and being aware of the contents of the Agreement for the Provision of Inmate/Detainee Healthcare and Medical Services, executed the same voluntarily for and as the act of said PUTNAM COUNTY, on the day the same bears date.

Given under my hand this _____ day of _____ 2018.

Notary Public: _____

My Commission Expires: _____

FOR QCHC, INC.

By: Johnny E. Bates, MD
Its: President and CEO

STATE OF ALABAMA)
_____ COUNTY)

I, the undersigned Notary Public in and for said COUNTY and State, hereby certify that JOHNNY E. BATES, MD, whose name as PRESIDENT AND CEO of QCHC, INC., is signed to the foregoing Agreement for the Provision of Inmate/Detainee Healthcare and Medical Services, and who is known to me, acknowledged to me on this day that, having read and being aware of the contents of the Agreement for the Provision of Inmate/Detainee Healthcare and Medical Services, executed the same voluntarily for and as the act of QCHC, INC., on the day the same bears date.

Given under my hand this _____ day of _____ 2018.

Notary Public: _____

My Commission Expires: _____

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APPENDIX A
Staffing Matrix

24-hour coverage, 7 days per week

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	FTE
RN Days (includes HSA)	7:00 a.m. - 7:30 p.m.	2.1						
RN Nights	7:00 p.m. - 7:30 a.m.	2.1						
LPN days	7:00 a.m. - 7:30 p.m.	2.1						
LPN days	7:00 a.m. - 7:30 p.m.	2.1						
LPN nights	7:00 p.m. - 7:30 a.m.	2.1						
Mental Health Professional		8:00 a.m. - 4:30 p.m.		1.0				
Weekly Provider visit 24/7 call	4 hours per week							.1
Physician Visit	One visit per month							

APPENDIX B

DIRECT COSTS TO QCHC TO BE REIMBURSED BY THE COUNTY **UNDER SECTION 3.1 OF THIS AGREEMENT**

Labor Costs, to include:

- Gross wages, salaries, and compensation paid to QCHC employees, agents, and independent contractors for time worked and/or duties performed at the PUTNAM COUNTY JAIL, to include all physicians, nurses, dental professionals, and support staff working in the PUTNAM COUNTY JAIL
- The Employer's portion of benefit costs incurred on QCHC employees working in the PUTNAM COUNTY JAIL
- Employer's portion of any payroll tax costs incurred on QCHC employees working in the PUTNAM COUNTY JAIL, to the extent such costs are not already included in the gross wage
- Premiums paid by employer on workers' compensation coverage for QCHC employees working in the PUTNAM COUNTY JAIL

Pharmacy/Medication Costs, to include:

- Costs of all prescription medications for, or kept on-site for use by, inmates/detainees of the PUTNAM COUNTY JAIL
- Costs of all over-the-counter medications for, or kept on-site for use by, inmates/detainees of the PUTNAM COUNTY JAIL
- Any taxes or shipping costs

Medical Supplies, to include:

- Costs of all disposable, one-time use medical supplies for, or kept on-site for use by, inmates/detainees of the PUTNAM COUNTY JAIL
- Any taxes or shipping costs

Radiology Costs, to include:

- Costs incurred by QCHC for radiological services (x-rays, ultrasounds, etc.) performed inside the PUTNAM COUNTY JAIL for inmates/detainees of the PUTNAM COUNTY JAIL, whether using COUNTY equipment or through a mobile radiology service, to include the cost of reading the x-ray or ultrasound

Lab Costs, to include:

- Costs of all on-site laboratory services performed for inmates/detainees of the PUTNAM COUNTY JAIL, including shipping and supply costs

Waste Removal, to include:

- Fees charged by a professional medical waste removal service, including any taxes

Medical Equipment, to include:

- Costs of all equipment, to include costs for maintenance and service, used inside the PUTNAM COUNTY JAIL for the provision of healthcare services to the inmates/detainees

of the PUTNAM COUNTY JAIL, with a per unit/item cost of less than \$500, to the extent that such equipment, maintenance, and repair is not provided by the COUNTY.

- Costs of all equipment, to include costs for maintenance and service, used inside the PUTNAM COUNTY JAIL for the provision of healthcare services to the inmates/detainees of the PUTNAM COUNTY JAIL, with a per unit/item cost of greater than \$500, to the extent that such equipment, maintenance, and repair is not provided by the COUNTY, and to the extent that the COUNTY agrees in advance to the purchase of such equipment, and the terms thereof
- Any taxes or shipping fees

Office Supplies and Equipment, to include:

- Costs of all office supplies used by QCHC employees, agents, and independent contractors in the PUTNAM COUNTY JAIL related to the provision of healthcare to inmates/detainees of the PUTNAM COUNTY JAIL
- Costs of all office equipment, such as desks, chairs, lamps, tables, computers, printers, fax machines, scanners, etc., to include costs of maintenance and repair, used by QCHC employees, agents, and independent contractors in the PUTNAM COUNTY JAIL related to the provision of healthcare to inmates/detainees of the PUTNAM COUNTY JAIL, to the extent such equipment is not provided by the COUNTY, and with the additional stipulation that the COUNTY must agree in advance to all office equipment purchases of greater than \$500 per unit/item
- Costs of all office utilities and services inside the PUTNAM COUNTY JAIL, to include any and all utility bills (water, electricity, etc.), and costs of phone lines, fax lines and internet connections, to the extent such are not provided by the COUNTY
- Any taxes or shipping fees

Professional Liability Insurance, to include:

- Any premium costs attributable on a per capita basis specifically for the inmate/detainee population of the PUTNAM COUNTY JAIL
- Attorneys' fees, up to the policy deductible/retention amount, for lawsuits arising directly from QCHC services provided at the PUTNAM COUNTY JAIL

Pre-Start Up Costs

- Travel, accommodation, meals and other re-imbursements for QCHC corporate employees to visit and carry out facility inspection, inventory, employee evaluation and recruitment.

Start-Up Costs

- Labor costs as set forth above for QCHC corporate employees to train new employees and cover shifts until such time as the facility is staffed according to the staffing matrix.
- Travel, accommodation, meals and other re-imbursements for QCHC corporate employees to train new employees and cover shifts.

Electronic Medical Records (EMR) System Costs:

-Costs of initial set-up and costs for maintenance of an EMR system for the Putnam County Jail.

The Chairman asked for discussion on the motion to approve the request by the Sheriff's Department to award the recently bid Contract for Health Care Services at the Jail. The Commissioners discussed the motion.

MOTION RE: AMEND THE MOTION TO ASK THE COUNTY MAYOR TO INVESTIGATE EMPLOYING THE SAME PERSONNEL THAT IS BEING PROVIDED UNDER THIS CONTRACT AND REPORT THE RESULTS BACK AT THE APRIL 2019 COMMISSION MEETING

Commissioner Mike Atwood moved and Commissioner Jordan Iwanyszyn seconded the motion to amend and ask the County Mayor to investigate employing the same personnel that is being provided under this contract and report the results back at the April 2019 Commission Meeting.

The Chairman asked for discussion on the motion to amend. The Commissioners discussed the motion.

The Chairman asked the Commissioners to vote on the motion to amend. The Commissioners voted as follows:

FOR:

Jordan Iwanyszyn
Theresa Tayes
Jerry Roberson
Cindy Adams
Chris Cassetty
Adam Johnson

Andrew Donadio
Grover Bennett Jr.
Ben Rodgers
Dale Moss
Joe Iwanyszyn
Darren Wilson
Kathy Dunn
Cathy Reel
Mike Atwood

AGAINST:

Johnathan A. D. Williams
Kevin Christopher
Sam Sandlin
Jim Martin
Jerry Ford
Terry Randolph

Danny Holmes
Jimmy Neal
Kim Bradford

The Clerk announced fifteen (15) voted for, nine (9) voted against, zero (0) abstained, and zero (0) absent. The motion carried.

Jenna Ralson of Southern Hill Partners spoke to the commission.

The Chairman asked the Commissioners to vote on the motion as amended to award the recently bid contract for health care services at the jail. The Commissioners voted as follows:

FOR:

Jonathan A.D. Williams
Kevin Christopher
Sam Sandlin
Jim Martin
Jerry Ford
Jordan Iwanyszyn
Jerry Roberson
Cindy Admas
Terry Randolph
Chris Cassetty
Adam Johnson

Andrew Donadio
Grover N. Bennett Jr.
Danny Holmes
Ben Rodgers
Jimmy Neal
Dale Moss
Joe Iwanyszyn
Kim Bradford
Darren Wilson
Kathy Dunn
Cathy Reel
Mike Atwood

AGAINST:

Theresa Tayes

The Clerk announced that twenty-three (23) voted for, one (1) voted against, zero (0) abstained, and zero (0) absent. The motion carried.

MOTION RE: THE FISCAL REVIEW COMMITTEE RECOMMENDS APPROVAL OF BUDGET AMENDMENTS TO THE COUNTY GENERAL FUND

Commissioner Mike Atwood moved and Commissioner Jim Martin seconded the motion to approve Budget Amendments to the County General Fund.

(SEE ATTACHED)

**BUDGET AMENDMENT SUMMARY
COUNTY GENERAL FUND**

December 2018

<u>County General Expenditures</u>	<u>Debit</u>	<u>Credit</u>
54110 Sheriff's Department		
338 Maintenance & Repair Vehicles		3,572
54210 Jail		
340 Medical & Dental Services		650,000 <i>See memo from Sheriff's Office</i>
54260 Commissary		
422 Food Supplies		85,000
499 Other Supplies & Materials		15,000
 County General Fund Balance		
39000 Fund Balance	550,000	
 County General Revenue		
44131 Commissary Sales	200,000	
44540 Sale of Property	3,572	
	\$753,572	\$753,572



Putnam County Justice Center
421 East Spring Street • Cookeville, TN 38501
Phone: 931.528.8484 • Fax: 931.528.7043

DATE: December 1, 2018

TO: Fiscal Review Committee - Honorable County Commissioners

SUBJECT: Budget Amendment Request

Please allow this to serve as my request to amend and increase the following budget line item:

- **Increase 54260-422 Food Supplies \$85,000 and Increase 54260-499 \$15,000**
- **Increase 54210-340 Medical and Dental \$650,000**

Funds from above will be from the increase in Revenue #44131 Commissary Sales of \$200,000 and \$550,000 coming from Fund Balance.

The request is due to costs related to the recent contract bid for jail medical services along with outstanding inmate medical bills for the remainder of the current fiscal year.

Thanking you in advance,

Sheriff Eddie Farris



Putnam County Justice Center
421 East Spring Street • Cookeville, TN 38501
Phone: 931.528.8484 • Fax: 931.528.7043

DATE: December 1, 2018

**TO: Fiscal Review Committee - Honorable County
Commissioners**

SUBJECT: Budget Item Transfer Requests

Please allow this to serve as my request to transfer the following monies:

Transfer a total of \$3,571.93 from 101 – 44540 Sale of Property (Receipts 0355, 0281, and 0338) to line item 101 – 54110 – 338 Maintenance and Repair Services - Vehicles.

Thanking you in advance,

Sheriff Eddie Farris

Sheriff Eddie Farris

JUSTIA

[View the 2017 Tennessee Code](#) | [View Previous Versions of the Tennessee Code](#)

2010 Tennessee Code

Title 41 - Correctional Institutions And Inmates

Chapter 4 - Jails and Jailers

41-4-115 - Medical care of prisoners.

41-4-115. Medical care of prisoners.

(a) The county legislative bodies alone have the power, and it is their duty, to provide medical attendance upon all prisoners confined in the jail in their respective counties. The county legislative bodies shall allow the county jail physician such compensation, to be paid by their respective counties, as may be fixed by the county legislative body agreed upon in writing between the county and the attending jail physician, or as may be fixed by the county legislative body.

(b) The state shall be liable for expenses incurred from emergency hospitalization and medical treatment rendered to any state prisoner incarcerated in a county jail or workhouse, provided that prisoner is admitted to the hospital. The sheriff of the county in which such state prisoner is incarcerated shall file a petition with the criminal court committing the state prisoner to the county jail or workhouse attaching thereto a copy of the hospital bills of costs for the state prisoner. It is the duty of the court committing such state prisoner to the county jail or workhouse to examine bills of costs, and if the costs are proved, the court shall certify the fact thereon and forward a copy to the judicial cost accountant. The expenses for emergency hospitalization or medical treatment shall be paid in the same manner as court costs. Claims for incidents occurring after March 1, 1977, shall be reimbursed if otherwise authorized by this subsection (b).

(c) The state shall be responsible for the transportation costs and cost of any guard necessary upon a state prisoner's admission to a hospital or required follow-up treatment. Reimbursement shall be made according to the procedures established by § 41-8-106, but shall be in addition to the

per diem established in § 41-8-106.

(d) Any county or municipality may, by resolution or ordinance adopted by a two-thirds (2/3) vote of its legislative body, establish and implement a plan authorizing the jail or workhouse administrator of the county or municipality to charge an inmate in the jail or workhouse a co-pay amount for any medical care, treatment, pharmacy services or substance abuse treatment by a licensed provider provided to the inmate by the county or municipality. The county or municipality adopting the co-pay plan shall establish the amount the inmate is required to pay for each service provided. Nothing in this subsection (d) shall be construed as authorizing a county or municipality to deny medical care, treatment, pharmacy services or substance abuse treatment by a licensed provider to an inmate who cannot pay the co-pay amount established by the plan.

(e) If an inmate cannot pay the co-pay amount established by a plan adopted pursuant to subsection (d), the plan may authorize the jail or workhouse administrator to deduct the co-pay amount from the inmate's commissary account or any other account or fund established by or for the benefit of the inmate while incarcerated.

(f) Notwithstanding any other provision of law to the contrary, a plan established pursuant to subsection (d) may also authorize the jail or workhouse administrator to seek reimbursement for the expenses incurred in providing medical care, treatment, hospitalization or pharmacy services to an inmate incarcerated in the jail or workhouse from an insurance company, health care corporation, TennCare or other source, if the inmate is covered by an insurance policy, TennCare or subscribes to a health care corporation or other source for those expenses.

[Acts 1877, ch. 160, § 1; 1885, ch. 95, § 5; Shan., § 7440; Code 1932, § 12046; Acts 1978, ch. 901, § 1; impl. am. Acts 1978, ch. 934, §§ 7, 36; T.C.A. (orig. ed.), § 41-1115; Acts 1985 (1st E.S.), ch. 5, § 56; 1996, ch. 850, § 1; 2004, ch. 695, § 1.]

Disclaimer: These codes may not be the most recent version. Tennessee may have more current or accurate information. We make no warranties or guarantees about the accuracy, completeness, or adequacy of the information contained on this site or the information linked to on the state site. Please check official sources.

The Chairman asked for discussion on the motion to approve Budget Amendments to the County General Fund. There was none.

The Chairman asked the Commissioners to vote on the motion. The Commissioners voted as follows:

FOR:

Jonathan A.D. Williams
Kevin Christopher
Sam Sandlin
Jim Martin
Jerry Ford
Jordan Iwanyszyn
Theresa Tayes
Jerry Roberson
Cindy Adams
Terry Randolph
Chris Cassetty
Adam Johnson

Andrew Donadio
Grover N. Bennett Jr.
Danny Holmes
Ben Rodgers
Jimmy Neal
Dale Moss
Joe Iwanyszyn
Kim Bradford
Darren Wilson
Kathy Dunn
Cathy Reel
Mike Atwood

The Clerk announced that twenty-four (24) voted for, zero (0) voted against, zero (0) abstained, and zero (0) absent. The motion carried.

MOTION RE: THE FISCAL REVIEW COMMITTEE RECOMMENDS APPROVAL OF BUDGET AMENDMENTS TO THE GENERAL PURPOSE SCHOOL FUND

Commissioner Mike Atwood moved and Commissioner Kim Bradford seconded the motion to approve Budget Amendments to the General Purpose School Fund.

(SEE ATTACHED)

*Department of Education
Putnam County*

Mr. Jerry Boyd, Director of Schools

Board of Education
Dawn Fry, Chair
Celeste Gammon, Vice-Chair

1400 East Spring Street
Cookeville, Tennessee 38506-4313
Phone (931) 526-9777
FAX (931) 372-0391

Board Members
Kim Cravens
Jerry Maynard
David McCormick
Lynn McHenry

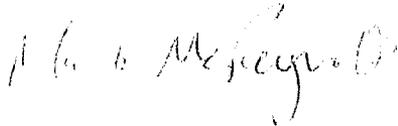
December 4, 2018

Honorable Commissioners
Putnam County Courthouse
Cookeville, TN 38501

Honorable Commissioners:

Please consider approval of the following budget amendments to the General Purpose School, as submitted.

Sincerely,



Mark McReynolds
Putnam County Board of Education

Enclosures:

- To budget for E-Rate revenue to be used for network upgrades.

Putnam County Budget Amendment / Line Item Transfer Authorization Form

Department Finance

DATE: 6-Dec-18

Item #	Account #	Account Description	Current Approved Amount	Increase	Decrease	Requested Approval Amount
Revenue						
1	141 R 44146 000 000 00000 000	Revenue: E-Rate Funding	-	28,086.67	-	28,086.67
		Total Revenue	-			28,086.67
Expenditures						
2	141 E 71100 722 000 02145 000	Regular Instruction Equipment	-	-	28,086.67	28,086.67
		Total Expenditures	-			28,086.67
		Total Revenue less Total Expenditures	-			-

Explanation To budget for E-Rate Revenue to be used network upgrades.

Requested by Supervisor Recommended for Approval Official / Department Head

Reviewed by Idene M. Reynolds
Chief Financial Officer

Action by Fiscal Review Committee: Recommended for Approval No Recommendation Date:

Action by County Commission: Approval Non-Approval Date:

The Chairman asked for discussion on the motion to approve Budget Amendments to the General Purpose Fund. There was none.

The Chairman asked the Commissioners to vote on the motion. The Commissioners voted as follows:

FOR:

Jonathan A.D. Williams	Andrew Donadio
Kevin Christopher	Grover N. Bennett Jr.
Sam Sandlin	Danny Holmes
Jim Martin	Ben Rodgers
Jerry Ford	Jimmy Neal
Jordan Iwanyszyn	Dale Moss
Theresa Tayes	Joe Iwanyszyn
Jerry Roberson	Kim Bradford
Cindy Adams	Darren Wilson
Terry Randolph	Kathy Dunn
Chris Cassetty	Cathy Reel
Adam Johnson	Mike Atwood

The Clerk announced that twenty-four (24) voted for, zero (0) voted against, zero (0) abstained, and zero (0) absent. The motion carried.

NOMINATING COMMITTEE: None

REPORT OF SPECIAL COMMITTEES: None

RESOLUTIONS: None

ELECTION OF NOTARIES:

MOTION RE: APPROVE THE ELECTION OF NOTARIES

Commissioner Jordan Iwanyszyn moved and Commissioner Kim Bradford seconded the motion to approve the Election of Notaries.

(SEE ATTACHED)

PUTNAM COUNTY CLERK
WAYNE NABORS COUNTY CLERK
P.O. BOX 220
COOKEVILLE TN 38503
Telephone 931-526-7106
Fax 931-372-8201

Notaries to be elected December 17, 2018

WILLIAM D BIRDWELL
ASHLEY A BROWNING
TIMOTHY CODY
HOLLY HELTON JARVIS
KIM LYLES
JENNIFER J MADDLE
GAILE PAUL
INDIA PENNINGTON

AMANDA S REYNOLDS
TONI JANE RUSSELL
JAMI L THORNSBERRY
CRISTY DAWN TREECE
SAM T WARREN
WILLIAM WORRELL
CRYSTAL L YOUNG

The Chairman asked for discussion on the Election of Notaries. There was none.

The Chairman asked the Commissioners to vote on the Election of Notaries. The Commissioners voted as follows:

FOR:

Jonathan A.D. Williams
Kevin Christopher
Sam Sandlin
Jim Martin
Jerry Ford
Jordan Iwanyszyn
Theresa Tayes
Jerry Roberson
Cindy Adams
Terry Randolph
Chris Cassetty
Adam Johnson

Andrew Donadio
Grover N. Bennett Jr.
Danny Holmes
Ben Rodgers
Jimmy Neal
Dale Moss
Joe Iwanyszyn
Kim Bradford
Darren Wilson
Kathy Dunn
Cathy Reel
Mike Atwood

The Clerk announced that twenty-four (24) voted for, zero (0) voted against, zero (0) abstained, and zero (0) absent. The motion carried.

OTHER NEW BUSINESS:

RECOGNIZE CASH FLOW ANALYSIS FOR THE GENERAL PURPOSE SCHOOL FUND

No action required.

(SEE ATTACHED)

Department of Education Putnam County

Mr. Jerry Boyd, Director of Schools

Board of Education
Dawn Fry, Chair
Celeste Gammon, Vice-Chair

1400 East Spring Street
Cookeville, Tennessee 38506-4313
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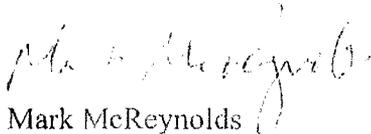
December 4, 2018

Honorable Commissioners
Putnam County Courthouse
Cookeville, TN 38501

Honorable Commissioners:

Please see attached Cash Flow Analysis for the General Purpose School Fund (141) for year FY19.

Sincerely,

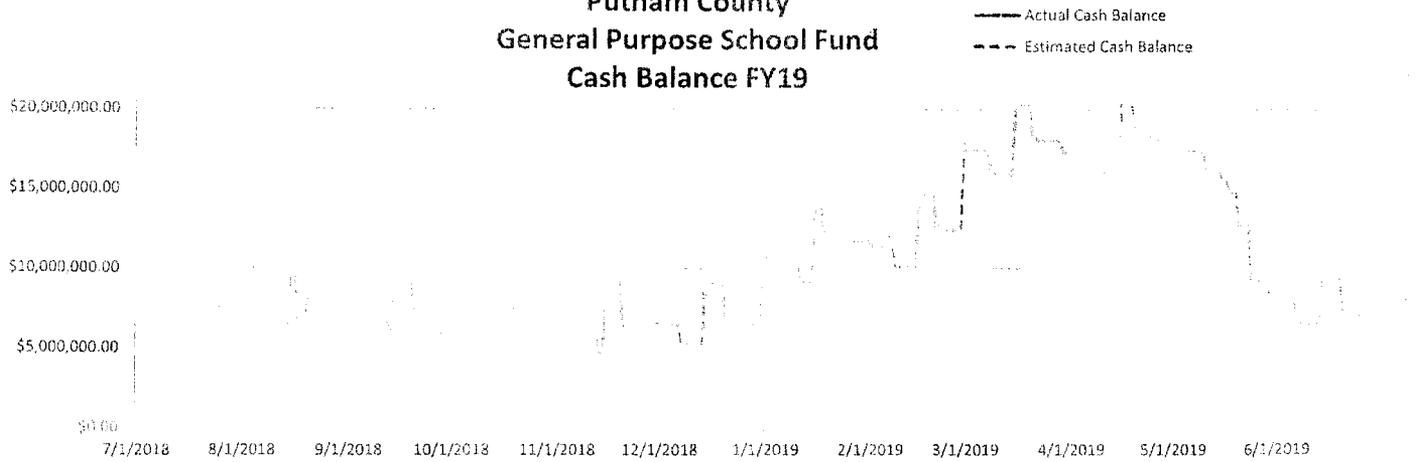


Mark McReynolds
Putnam County Board of Education

Enclosures:

- General Purpose School Fund Cash Flow Analysis for year FY19 as of December 1, 2018.

**Putnam County
General Purpose School Fund
Cash Balance FY19**



7/1/2018	\$ 8,810,895.50	2/1/2019	\$ -
8/1/2018	\$ 7,853,977.00	3/1/2019	\$ -
9/1/2018	\$ 7,032,361.11	4/1/2019	\$ -
10/1/2018	\$ 5,543,085.68	5/1/2019	\$ -
11/1/2018	\$ 6,361,267.77	6/1/2019	\$ -
12/1/2018	\$ 6,549,745.36	7/1/2019	\$ -
1/1/2019	\$ -		

ANNOUNCEMENTS AND STATEMENTS:

**EMPLOYEES OF THE MONTH: EMPLOYEES OF THE PUTNAM COUNTY PARKS
AND RECREATION DEPARTMENT**

(SEE ATTACHED)

EMPLOYEES OF THE MONTH - (GROUP)
FOR DECEMBER 2018

**EMPLOYEES OF THE PUTNAM COUNTY
PARKS AND RECREATION DEPT.**

MOTION RE: ADJOURN

Commissioner Kim Bradford moved and Commissioner Jimmy Neal seconded the motion to adjourn.

The Chairman asked for a voice vote on the motion. The motion carried.

PLANNING COMMITTEE MEETING

TO: Putnam County Board of Commissioners

FROM: Randy Porter, County Executive

DATE: December 5, 2018

RE: Planning Committee Agenda

Listed below are items to be considered by the County's Planning Committee on Monday, December 10, 2018, IMMEDIATELY AFTER FISCAL REVIEW COMMITTEE MEETING.

1. Consider request from Sheriff's Office to declare assets as surplus and sell via Internet Auction.
2. Consider request from the Maintenance Department to declare fueling equipment as surplus and to sell via Internet Auction/sealed bid.
3. Any other business that needs to be reviewed by the Planning Committee.

NOTE: NO MEETING FOR NOMINATING THIS MONTH

NOTE: THE RULES COMMITTEE WILL BE MEETING IMMEDIATELY AFTER THE PLANNING COMMITTEE.

FISCAL REVIEW COMMITTEE

TO: Putnam County Board of Commissioners

FROM: Randy Porter, County Executive

DATE: December 5, 2018

RE: Fiscal Review Committee Agenda

Listed below are items to be considered by the County's Planning Committee on Monday, December 10, 2018, at 5:30 PM in the County Commission Chambers at the Courthouse.

1. Consider budget amendments to the County General Fund.
2. Consider budget amendments to the General Purpose School Fund.
3. Consider request by the Sheriff's Department to award the recently bid contract for health care services at the Jail.
4. Any other business that needs to be reviewed by the Fiscal Review Committee.

NOTE: NO MEETING FOR NOMINATING THIS MONTH

