

**ADAIR COUNTY COMMISSION MINUTES
TUESDAY, APRIL 19, 2016
8TH DAY APRIL REGULAR**

The Adair County Commission convened at 8:30 a.m. on April 19, 2016 in the Courthouse at Kirksville. All Commissioners were present in the morning. Presiding Commissioner Pickens was absent in the afternoon.

Yesterday, the Commission signed the First Amendment to the Agreement for the Provision of Inmate Health Services for Adair County, Missouri effective April 1, 2016 at 12:01 a.m. This amendment is due to the anticipated increase in health care costs due to the agreement for confinement of prisoners from Linn County, Missouri.

Commissioner Thompson contacted the State Emergency Management Agency (SEMA) to request an extension of the completion deadline for Project Worksheet #00168 and #00171. These worksheets are in junction with Federal Emergency Management Assistance Disaster (FEMA) #4200. The requested date is November 30, 2016.

Commissioner Adams moved to re-appoint Kirksville City Manager, Mari Macomber, to the Regional Planning Commission Transportation Council for an additional two year period. Commissioner Thompson seconded the motion. Mrs. Macomber's appointment ended in February, 2016.

Due to the absence of Presiding Commissioner Pickens, Adair County Road and Bridge Supervisor, Isaiah Curtis, will meet with the Adair County Water Shed District on Stokes Road.

The Commission spent the rest of the day attending to County business.

The Adair County Commission adjourned at 4:00 p.m. on April 19, 2016.

IN REF. ORDER NO 11 First Amendment to the Agreement for the Provision of Inmate Health Services for Adair County, Missouri effective April 1, 2016

**FIRST AMENDMENT TO THE AGREEMENT FOR THE PROVISION OF INMATE HEALTH SERVICES
ADAIR COUNTY, MISSOURI**

The AGREEMENT entered into on January 30, 2015 by and between the County of Adair, Missouri (hereinafter "COUNTY"), the Adair County Sheriff (hereinafter "SHERIFF"), and Advanced Correctional Healthcare, Inc. (hereinafter "ACH"), is AMENDED as follows, effective April 1, 2016 **RECEIVED**

The following definition is hereby amended as follows:

APR 19 2016

SPECIFIED MEDICATIONS - Medications related to the treatment of HIV, AIDS, HIV/AIDS related diseases, hepatitis, cystic fibrosis, multiple sclerosis, cancer, active tuberculosis, and/or pulmonary artery hypertension and other medications listed as biological and/or anti-injection drugs. Medications related to these treatments will be defined in accordance with medical literature.

Section 1.24.2 is hereby amended as follows:

1.24.2 NURSING. ACH will provide on-site licensed practical nursing coverage for twenty-five (25) hours per week on a schedule approved by the SHERIFF. When approved by the SHERIFF or designee, hours worked in excess of the contracted amount will be billed monthly to the COUNTY at the prevailing wage and benefit rate of the ACH employee. For hours of absence due to CORPORATE HOLIDAYS, paid time off, or sick time, the hours will not be replaced or credited. For all other absences, ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH's Director of Medical Operations for the FACILITY and the SHERIFF or designee will negotiate a mutually agreeable remedy.

Section 1.24.3 is hereby amended as follows:

1.24.3 PRACTITIONER. A physician and/or MID-LEVEL PRACTITIONER will visit the FACILITY weekly or as otherwise agreed by the SHERIFF and ACH, and will stay until all work is completed. A MID-LEVEL PRACTITIONER will only be used with the approval of the SHERIFF. The physician and/or MID-LEVEL PRACTITIONER will be available by telephone to the FACILITY and medical staff on an on-call basis, seven (7) days per week, twenty-four (24) hours per day. For scheduled visits that fall on CORPORATE HOLIDAYS, coverage will be provided by telephone only.

Section 3.1 is hereby amended as follows:

3.1 ANNUAL AMOUNT/MONTHLY PAYMENTS. The annualized amount to be paid by the COUNTY to ACH under this AGREEMENT is to be eighty-two thousand one hundred fifteen dollars and sixteen cents (\$82,115.16). The COUNTY will make monthly payments of six thousand eight hundred sixty-two dollars and ninety-three cents (\$6,862.93), which is equal to 1/12 of the annualized amount, during the term of this AGREEMENT. ACH will bill the COUNTY approximately thirty (30) days prior to the month in which services are to be rendered. The COUNTY agrees to pay ACH within thirty (30) days of receipt of the bill.

Section 3.2.1 is hereby amended as follows:

3.2.1 AVERAGE DAILY POPULATION (ADP). ADP for a given quarter will be determined from the FACILITY census records. For billing purposes, the COUNTY INMATE ADP will be 55 and the NON-COUNTY INMATE ADP will be 6. Inmates who are not presently incarcerated in the FACILITY (i.e., persons on electronic monitoring or probation, or who are hospitalized, or in halfway housing or early release housing) should not be counted in either ADP reported to ACH by the COUNTY. The ADPs reported to ACH should only include those inmates presently incarcerated in the FACILITY.

1 of 2

Section 3.2.2.3 is hereby amended as follows:

3.2.2.2 COUNTY INMATES. When the ADP exceeds or falls below the contracted rate in any calendar quarter, the compensation variance will be figured on the average number of COUNTY INMATES above or below the contracted ADP for that quarter multiplied by the per diem rate of \$0.69 per inmate per day. (Example: If the ADP for a quarter is 19 above the contracted ADP, additional compensation will be calculated as follows: 19 x \$0.69 x 91)

Section 3.2.2.3 is hereby amended as follows:

3.2.2.3 NON-COUNTY INMATES. To cover the cost of incidental medical expenses for NON-COUNTY INMATES (such as disposable medical supplies, biomedical waste disposal services, and modified malpractice and civil rights insurance coverage), a separate per diem rate of \$0.59 per inmate per day will be assessed for each NON-COUNTY INMATE housed in the FACILITY in excess of the contracted NON-COUNTY INMATE ADP.

REASON FOR CHANGE: Physician changed to weekly, increased nursing, updated language, updated price, updated ADP, updated per diem.

AMENDMENT AGREED TO AND ACCEPTED:

ADVANCED CORRECTIONAL HEALTHCARE, INC.

Sherrill Miller, President & Chief Operating Officer, Date _____

COUNTY OF ADAIR, MISSOURI

Robert Harbick, Sheriff, Date _____

Stanley Pickens, Presiding Commissioner, Date 4-18-16

Mark Thompson, Associate Commissioner, Date 4/18/16

Carson Adams, Associate Commissioner, Date 4/18/16

Please complete and return via fax to 369.214.9977 or email to jfoberg@advancedch.com

If this contract is not returned to ACH by May 5, 2016, the price may be subject to increase.

2 of 2

Continued on page 280

ATTEST: Andra Collop
County Clerk

Stanley Pickens
Presiding Commissioner