

Walton County Department Agenda Request

Department Name: **Walton County Sheriff's Office**

Department Head/Representative: **Kim McCord**

Meeting Date Request: **09/02/2025**

Has this topic been discussed at past meetings? **No**

If so, When?

TOPIC: **MedTrust, LLC dba MedHealth**

Wording For Agenda: **Agreement with MedHealth for New Jail**

This Request: Informational Purposes Only Needs Action by Commissioners* **Yes**

*What action are you seeking from the Commissioners? **Acceptance**

Department Comments/Recommendation:

Additional Documentation Attached? **Copy of Agreement**

Is review of this request or accompanying documentation by the County Attorney required? **Yes**

If so, has a copy of the documentation been forwarded to County Attorney? **Yes**

Date forwarded to County Attorney: **09/19/2025**

Has the County Attorney review been completed? **No, draft is currently being reviewed as of 08/25/2025 - Agreement subject to county attorney's final review and approval**

If this request involves the expenditure of county funds, please answer the following:

Approved in current budget?

Budget information attached?

Comments:

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

HEALTH SERVICES AGREEMENT

THIS AGREEMENT between the Sheriff of Walton County, Georgia in his official capacity (hereinafter referred to as the "Sheriff"), and MedTrust, LLC, a Texas corporation, doing business as MedHealth (hereinafter referred to as "MedHealth"), is entered into as of the date fully executed below. Services under this Agreement shall commence on the 15th day of September 2025, in accordance with Section 6.1, below.

WITNESSETH:

WHEREAS, the Sheriff is charged by law with the responsibility for obtaining and providing reasonably necessary medical care for inmates or detainees (hereinafter collectively "inmates") of the Walton County Jail (hereinafter called "Jail") and,

WHEREAS, Sheriff desires to provide for health care to inmates in accordance with applicable law; and,

WHEREAS, the Sheriff, who is provided with funding as approved by the Walton County Board of Commissioners for the Jail, desires to enter into this Agreement with MedHealth to comply with his legal obligation to provide medical care to inmates, and,

WHEREAS, MedHealth is in the business of providing correctional health care services under contract and desires to provide such services to Sheriff under the express terms and conditions hereof.

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

ARTICLE I: HEALTH CARE SERVICES.

1.1 General Engagement. Sheriff hereby contracts with MedHealth to provide for and manage the delivery of constitutionally mandated and legally required medical, dental and mental health services (collectively referred to as "healthcare") to inmates of Jail as set forth herein, including any incorporated attachments hereto. Such healthcare is to be delivered to individuals under the custody and control of Sheriff at the Jail, and MedHealth enters into this Agreement according to the terms and provisions hereof.

1.2 General Scope of Services. The responsibility of MedHealth for the healthcare of an inmate commences with the booking and physical placement of the inmate into the Jail and notification to a member of the MedHealth onsite medical staff of the new inmate. The healthcare services provided by MedHealth shall be for inmates committed to the custody of the Jail, except as provided in Section 1.7. MedHealth shall provide and/or arrange for professional medical, dental, mental health and related health care and administrative services for the inmates, regularly scheduled sick call, nursing care, regular prescriber (physician or midlevel) care, medical specialty services, emergency medical care, emergency ambulance services when medically necessary, medical records management, pharmacy services management, administrative support services, and other services, all as more specifically described herein.

MedHealth and the Sheriff shall be responsible for the costs of healthcare as set forth herein, including Attachment 1, MedHealth's proposal for Inmate Medical Services, incorporated herein by reference (the specific section in Attachment 1 is section 5 - Price Proposal). MedHealth agrees to comply with and perform all undertakings and representations set forth in said Attachment 1.

Should legislation enacted after the effective date of this Agreement or other regulatory requirements or legal decisions materially increase the healthcare services required to be provided to inmates, MedHealth shall provide said additional services but shall negotiate in good faith with the Sheriff a potential modification to the billing rate provided for herein to reflect said additional services.

1.3 Specialty Services. In addition to providing the general services described above, MedHealth shall arrange and/or provide to inmates specialty medical services to the extent such are determined to be medically necessary by MedHealth. In the event non-emergency specialty care is required and cannot be rendered at the Jail, MedHealth shall make arrangements with Sheriff for the transportation of the inmates in accordance with Section 1.9 of this Agreement. The Sheriff shall be responsible for the transportation and for any and all costs associated with this transportation. Payment for such specialty services shall be made by MedHealth as provided herein.

1.4 Emergency Services. MedHealth staff shall provide on-site emergency medical care, as medically necessary, to inmates, or arrange for emergency ambulance transportation of inmates for off-site care. The costs of emergency ambulance transportation shall be included in the Aggregate Cap (see section 1.5, below). Sheriff acknowledges that, whether or not an MedHealth staff member is available in the event of a serious medical emergency, Jail staff shall retain the right and ability to contact an ambulance provider directly for the transportation of an inmate for emergency medical services outside the Jail, or to arrange for the transport of an inmate for emergency medical services, and further that, in no event shall Jail staff be required to contact MedHealth medical staff prior to initiating life-saving measures, contacting the local 911 service or other third-party calling programs, or otherwise seeking the highest priority emergency medical attention, as reasonable and appropriate, for any inmate in need of immediate or emergent medical care.

1.5 Aggregate Cap ("Cap"). MedHealth shall arrange for constitutionally and legally required healthcare for any inmate who, in the opinion of MedHealth clinical staff requires such care. MedHealth's maximum liability for certain healthcare related costs during any twelve-month contract period is set forth in Attachment 1, section 5, Cost Proposal. If the Cap is depleted in any contract period, MedHealth will pay for the additional services and submit invoices for reimbursement of amounts incurred above the Cap limit. MedHealth shall provide supporting documentation for the payments and the Sheriff shall reimburse MedHealth for any amounts paid by MedHealth in excess of the applicable Cap. For all invoices payable to MedHealth as reimbursement for payments made in excess of the Cap, such amounts shall be payable by Sheriff within thirty days after receipt of MedHealth's invoice. MedHealth will allow a grace period of up to sixty days from the date of invoice, and will thereafter apply a late fee of two percent (2%) on the balance each month until MedHealth has been reimbursed in full. For purposes of this Section 1.5, the Cap amount will be prorated for any contract period of less or more than twelve months, unless the parties agree otherwise, in writing. The intent of this Section 1.5 is to clearly define MedHealth's maximum financial liability and limitation of costs. If the inmate daily population exceeds 700 for more than 30 consecutive days, the parties shall agree to an equitable increase to the Cap amount. The purpose of the Aggregate Cap is to provide a fund with which to pay

for off-site medical services to inmates such as hospitalization and specialist and other third party vendor/provider treatment, pharmacy expenses, and for equipment and supplies used to treat inmates costing more than \$200 per unit/item; it is not used to pay for the employees and independent contractors of MedHealth providing services hereunder to Walton County inmates on-site, either in person or remotely, since payment of the daily inmate rate provided for hereunder entitles Sheriff to the services of said providers without resort to the Aggregate Cap.

If MedHealth does not exhaust the Cap in any contract period, then subsequent to a final reconciliation to ensure all outstanding invoices have been properly submitted and paid, MedHealth will refund to Sheriff one hundred percent (100%) of the balance of unused Cap money for such Contract period. Sheriff acknowledges that at the end of each contract period, the Cap billing will remain open for approximately sixty days in order to allow reasonable time for processing of additional claims received after the new contract period begins and prior to issuing any such refund to Sheriff for unused Cap funds. Any additional Cap charges received subsequent to this cut-off date which are applicable to the prior contract period will either be rolled over into the Cap for the current contract period or be referred to Sheriff for payment directly to the provider of care.

To best manage taxpayer funds, regardless of whether the Cap has been exhausted or not, MedHealth will “scrub” (closely analyze) each third-party claim for payment, and dispute or challenge any inappropriate or inapplicable charges or amounts so that only reasonable (generally negotiated rates) amounts are paid for healthcare services provided by third-party vendors/providers.

1.6 Injuries Incurred Prior to Incarceration; Pregnancy. MedHealth shall not be financially responsible for the cost of any medical treatment or health care services provided to any inmate prior to the inmate's formal booking and physical commitment into the Jail.

MedHealth shall not be financially responsible for the cost of medical treatment or health care services provided outside the Jail to medically stabilize any individual with a life threatening injury or illness or in immediate need of emergency medical care prior to said individual being booked into the Walton County Jail, except to the extent that the Sheriff is legally required to provide for the medical care of such an individual, in which case MedHealth shall be obligated to provide such healthcare as such individual is legally entitled.

Once an inmate has been medically stabilized and physically committed to the Jail, MedHealth will then become responsible for providing and/or arranging for constitutionally and legally required, evidence-based healthcare services regardless of the nature of the illness or injury or whether or not the illness or injury occurred prior or subsequent to the individual's incarceration at the Jail. An inmate shall be considered medically stabilized when the patient's medical condition no longer requires immediate emergency medical care or outside hospitalization so that the inmate can reasonably be housed inside the Jail. MedHealth's financial responsibility for such healthcare services shall be in accordance with Attachment 1, incorporated into this Agreement.

It is expressly understood that MedHealth shall not be responsible for medical costs associated with the medical care of any infants born to inmates. MedHealth shall provide and/or arrange for healthcare services to inmates up to, through, and after the birth process, but health care services provided to an infant following birth, other than those services that may be delivered in the Jail prior to transport to a hospital, shall not be the financial responsibility of MedHealth. In

any event, MedHealth shall not be responsible for the costs associated with performing or furnishing of abortions of any kind.

1.7 Inmates Outside the Facilities. The health care services contracted are intended only for those inmates in the actual physical custody of the Jail and for inmates held under guard in outside hospitals or other medical facilities who remain in official custody of the Jail. Inmates held under guard in outside hospitals or other medical facilities are to be included in the Jail's daily population count. No other person(s), including those who are in other jails, or any outside hospital who are not under guard, shall be the responsibility of MedHealth, nor shall such person(s) be included in the daily population count.

Inmates on any sort of temporary release or escape, including, but not limited to inmates temporarily released for the purpose of attending funerals or other family emergencies, inmates on escape status, inmates 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 MedHealth with respect to the payment or the furnishing of their healthcare services. However, MedHealth shall be responsible for the healthcare of inmates serving on secured work details outside of the Walton County Jail, even for injuries occurring and illness acquired outside of the jail, provided such inmates return to sleep at the jail each night.

The costs of healthcare services rendered to inmates while on such temporary release or work-release shall not then become the financial responsibility of MedHealth. This relates solely to the costs associated with treatment of a particular illness or injury incurred by an inmate while on such temporary release; responsibility for medical treatment, and the costs incurred for such treatment, while an inmate is in jail shall be the responsibility of MedHealth, even for injuries or illnesses occurring off-site. In all cases, MedHealth shall be responsible for providing healthcare for any inmate who presents to medical staff on-site at the Jail to the extent such care can be reasonably provided on-site, or MedHealth shall assist with arrangements to obtain outside medical care as necessary, even if such injury or illness is suffered or acquired by the inmate off-site or prior to the inmate's arrival on-site. The costs of medical services associated with a particular illness or injury incurred by an inmate while on temporary release or work-release may be the personal responsibility of the inmate, or covered by workers' compensation, medical insurance, accident insurance, or other possible policy of insurance or source of payment for medical and hospital expenses. In the absence of adequate insurance coverage, or other source of payment for medical care expenses, such costs may, at the election of the Sheriff, be applied toward the annual Cap described in Section 1.5, above. Such costs shall not otherwise be the financial responsibility of MedHealth, except to the extent that the inmate presents at the jail with such injuries or illness, in which case MedHealth shall be responsible for treating the same on-site or arranging for off-site treatment pursuant to the terms hereof. Inmates shall not be responsible for the payment of their own healthcare costs to the extent that such a requirement would be prohibited by law.

Persons in the physical custody of other police or other penal jurisdictions at the request of Sheriff, by Court order or otherwise, are likewise excluded from the Jail's population count and are not the responsibility of MedHealth for the furnishing or payment of healthcare services.

However, the furnishing of or payment for the healthcare of persons in the physical custody of the Sheriff on behalf of other jurisdictions and agencies shall be the responsibility of MedHealth

and said individuals shall be included in the inmate count.

1.8 Elective Medical Care. MedHealth shall not be responsible for providing elective medical care to inmates, unless expressly requested by the Sheriff. For purposes of the Agreement, "elective medical care" means medical care which, if not provided, would not, in the opinion of a properly licensed MedHealth clinician, cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being. Any referral of inmates for elective medical care must be approved by the Sheriff prior to provision of such services.

1.9 Transportation Services. To the extent any inmate requires off-site non-emergency healthcare treatment which MedHealth is obligated to arrange under this Agreement, Sheriff shall, upon prior request by MedHealth, its agents, employees or contractors, provide transportation as reasonably available.

1.10 Standard of Care. All healthcare services provided or furnished by MedHealth hereunder shall be provided or furnished in accordance with all applicable standards of medical care for such services.

ARTICLE II: PERSONNEL.

2.1 Staffing. Sheriff and MedHealth acknowledge and agree that MedHealth shall provide on-site staffing consistent with Attachment 1. The parties also acknowledge there will be a sixty (60) day ramp up period starting October 1, 2025, during which staffing may fluctuate while current staff is evaluated, vacancies are filled and staff are properly trained. The parties also acknowledge that during approximately the three months following October 1, 2025, the Sheriff will be housing inmates at both the newly opened jail facility as well as the prior existing jail facility; the healthcare of all of said inmates shall be the responsibility of MedHealth in accordance with this Agreement.

a. Holidays. Sheriff acknowledges that MedHealth will provide medical staff, excluding the Health Services Administrator, for coverage on MedHealth-designated holidays (MedHealth observes 6 holidays); however, the HSA or an equally qualified MedHealth team member will be on call for this period.

b. Absences/Vacancies. After the above 60 day ramp up period, for any staffing absence/vacancies, including but not limited to, paid time off, vacation, and sick time, MedHealth will backfill those positions, although for last minute call offs MedHealth shall endeavor to provide replacement coverage. MedHealth will refund the Sheriff the cost of the staffing hours not filled on the next month's base fee billing. At all times MedHealth shall be responsible for providing the level of healthcare services, and appropriate staffing for the same, as is required by law and by Attachment 1 hereto.

It is understood the Professional Provider may be filled by a Physician, or Midlevel Practitioner. Either will be duly licensed to practice medicine in the State of Georgia, and will be available to MedHealth's nursing staff for consultation and direction twenty-four (24) hours per day, seven (7) days per week. Any Midlevel Practitioner serving as a Professional Provider shall be appropriately supervised by a Physician, to the extent required by law or the applicable standard of care.

The scheduling of staff shifts may be flexible and adjusted by MedHealth in order to maintain stability of the program and consistency with staff. Prescriber times and dates may include period telehealth services, depending on inmate need. Some of the prescriber time may be used for phone consults with medical staff and for other administrative duties.

MedHealth shall make reasonable efforts to supply the staffing levels contained in Attachment 1; however, failure to continuously supply all of the required 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.

Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased inmate population, and other unforeseen circumstances, certain increases or decreases in staffing will be adjusted by MedHealth. If the staffing exceeds 550 ADP, additional staffing hours may be required to ensure proper care. If MedHealth believes there is a need for additional staffing hours, the parties shall meet to discuss and mutually develop a solution.

Should healthcare services fall behind due to situations outside of MedHealth control, such as those described in Section 4.3, below, and additional hours and/or MedHealth staff are required to bring services current, the Sheriff shall be notified, and if approved by the Sheriff, MedHealth will bill for the additional time incurred by MedHealth to bring services current.

2.2 Licensure, Certification and Registration of Personnel. All personnel provided or made available by MedHealth to render services hereunder shall be licensed, certified, registered or degreed, as appropriate, in their respective areas of expertise as required by applicable Georgia law. MedHealth shall be responsible for verifying licensure requirements and qualifications, and Sheriff shall be responsible for timely background checks and clearance checks upon request by MedHealth.

2.3 Sheriff's Satisfaction with Health Care Personnel. MedHealth shall have the sole discretion and authority in all of its personnel hiring decisions; however, as an effort to be a good partner to the Sheriff, the Sheriff may interview and provide input on any candidate in advance of MedHealth making an offer of employment. To avoid a possible joint employer claim, in no event shall the Walton County or the Sheriff retain the right to hire and fire MedHealth personnel. MedHealth shall retain control over and have the final authority concerning the staffing of its health care personnel. If Sheriff becomes dissatisfied with any health care personnel provided by MedHealth hereunder, or by any independent contractor, subcontractors or assignee of MedHealth, MedHealth, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from the Sheriff of the grounds for such dissatisfaction and in consideration of the reasons therefor, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to the Sheriff, MedHealth may remove or may cause any independent contractor, subcontractor, or assignee to remove the individual about whom Sheriff has expressed dissatisfaction. Should removal of an individual become necessary, MedHealth will be allowed reasonable time, prior to removal, to find an acceptable replacement, without penalty or any prejudice to the interests of MedHealth or the Sheriff.

2.4 Use of Inmates in the Provision of Health Care Services. Inmates shall not be employed or otherwise engaged by either MedHealth or the Sheriff in the direct rendering of any health care

services.

2.5 Subcontracting and Delegation. In order to discharge its obligations hereunder, MedHealth will engage certain health care professionals as independent contractors rather than as employees. Sheriff consents to such subcontracting or delegation. As the relationship between MedHealth and these health care professionals will be that of independent contractor, MedHealth will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. MedHealth will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, MedHealth shall exercise administrative supervision over such professionals necessary to ensure the strict fulfillment of the obligations contained in this Agreement. For each agent and subcontractor, including all medical professionals, physicians, dentists and nurses performing duties as agents or independent contractors of MedHealth under this Agreement, MedHealth shall provide Sheriff proof, if requested, that there is in effect a professional liability or medical malpractice insurance policy; the Sheriff and Walton County shall be named as additional insureds under any such policies.

2.6 Discrimination. During the performance of this Agreement, MedHealth, its employees, agents, subcontractors, and assignees agree as follows:

- a. Not to unlawfully discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.
- b. In all solicitations or advertisements for employees, MedHealth will state that it is an equal opportunity employer, to the extent that such a statement is required by law.
- c. Notices, advertisements and solicitations placed in accordance with federal and state law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2.7 Training of Personnel. MedHealth will offer training courses for Walton County Sheriff's Office staff from time to time on a variety of topics, at no cost to the Sheriff. Such training courses shall be scheduled with the Sheriff at a mutually agreed upon time and location. It is hereby acknowledged by the parties that any such training would be supplemental to any training required by the State or any other governmental body for correctional officers. The Sheriff recognizes and acknowledges that the Sheriff shall be responsible for training of its own employees and agents.

MedHealth recognizes that certain training of MedHealth medical staff may need to be accomplished by the Sheriff for the purposes of inmate interaction, and as may be required by statute, regulation and/or law. MedHealth may require reimbursement of these training period hours if they are over and above the contracted on-site hours as agreed upon within this Agreement.

2.8 MedHealth and any of its subcontractors and providers shall execute an E-Verify compliance affidavit in the form required by law.

ARTICLE III: REPORTS AND RECORDS

3.1 Medical Records. Sheriff acknowledges that MedHealth's responsibility for all inmate medical records shall commence on the effective date of this Agreement, and that the responsibility for all inmate medical records prior to the effective date of this Agreement shall rest solely with the Sheriff. Nothing in this Agreement shall be interpreted to impose responsibility on MedHealth for inmate medical records prior to the effective date of this Agreement. Sheriff does further acknowledge that MedHealth will assist Sheriff with the fulfillment of requests for production of medical records for those medical services provided prior to the effective date of this Agreement, and by doing so does not assume any responsibility for such records. It is mutually understood by both parties that, during the term of this Agreement, MedHealth shall serve as the Records Custodian for inmate medical records, in accordance with all applicable laws.

Commencing on the effective date of this Agreement, MedHealth shall cause and require to be maintained a complete and accurate medical record for each inmate who has received health care services from MedHealth. Each medical record will be maintained in accordance with applicable laws and Walton County Sheriff's Office policies and procedures. The medical records shall be kept separate from the inmate's confinement record. A complete legible copy of the applicable medical record shall be available to Sheriff as custodian of the person of the patient. Medical records shall be kept confidential in accordance with applicable laws and regulations. Subject to applicable law regarding confidentiality of such records, MedHealth shall comply with Georgia law and Sheriff's policy with regard to access by inmates and Jail staff to medical records. No information contained in the medical records shall be released by MedHealth except as authorized by the Walton County Sheriff in accordance with by Walton County Sheriff's Office policy and procedures, by a court order, or otherwise in accordance with the applicable law. Upon the termination of this Agreement, all Walton County inmate medical records shall be delivered to and remain with Sheriff.

3.2 Regular Reports by MedHealth. Upon request, MedHealth shall provide Sheriff or County, on a date and in a form mutually acceptable, reports relating to services rendered under this Agreement.

3.3 Inmate Information. Subject to the applicable Georgia law, in order to assist MedHealth in providing the best possible health care services to inmates, Sheriff will provide MedHealth with information pertaining to inmates that MedHealth and Sheriff mutually identify as reasonable and necessary for MedHealth to adequately perform its obligations hereunder.

3.4 MedHealth Records Available with Limitations on Disclosure. MedHealth shall make available to Sheriff at Sheriff's request, records, documents and other papers relating to the direct delivery of health care services to inmates hereunder. Sheriff understands that written operating policies and procedures employed by MedHealth in the performance of its obligations hereunder are proprietary in nature and shall remain the property of MedHealth and shall not be disclosed without written consent, except as required by law. Information concerning such may not, at any time, be used, distributed, copied or otherwise utilized by Sheriff, except in connection with the delivery of healthcare services hereunder, or as permitted or required by law, unless such disclosure is approved in advance writing by MedHealth. Proprietary information developed by MedHealth shall remain the

property of MedHealth.

3.5 Records Available with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, Sheriff shall provide MedHealth, at MedHealth's request, access to patient records and other applicable records relating to the provision of health care services to inmates as may be reasonably requested by MedHealth or as are pertinent to the investigation or defense of any claim related to MedHealth's conduct. Consistent with applicable law, Sheriff will make available to MedHealth such inmate medical records as are maintained by Sheriff and County, hospitals and other outside health care providers involved in the care or treatment of inmates (to the extent Sheriff has any control over those records) as MedHealth may reasonably request. Any such information provided by Sheriff to MedHealth that Sheriff considers to be confidential shall be kept confidential by MedHealth and shall not, except as may be required by law, be distributed to any third party without the prior written approval of Sheriff.

ARTICLE IV: SECURITY

4.1 General. MedHealth and Sheriff understand that adequate security services are essential and necessary for the safety of the agents, employees and subcontractors of MedHealth, as well as for the security of inmates, Sheriff's staff, consistent with the correctional setting. Sheriff will take all reasonable steps to provide sufficient security to enable MedHealth to safely and adequately provide the healthcare services described in this Agreement. It is expressly understood by Sheriff and MedHealth that the provision of reasonable security and safety for the MedHealth personnel is a continuing precondition of MedHealth's obligation to provide its services in a routine, timely, and proper fashion, to the extent that if, in MedHealth's reasonable discretion, the safety and security of MedHealth personnel are compromised by conditions at the jail, MedHealth may exercise its right to terminate services, in accordance with the provisions of Section No. 6.2 of this Agreement.

4.2 Loss of Equipment and Supplies. MedHealth shall be liable for loss of or damage to equipment and supplies of Sheriff in the event such loss or damage was caused by or as a result of the negligence of MedHealth or its employees. To the extent allowed by law, Sheriff shall be liable for loss of or damage to equipment and supplies of MedHealth in the event such loss or damage was caused by or as a result of the negligence of the Sheriff or employees thereof.

4.3 Officer Staffing Levels. It is understood MedHealth staff are given clearance to work and perform medical functions within the Jail. Should staffing levels of the correctional staff fall below an acceptable standard such that the MedHealth medical staff is unable to complete such services in a timely manner, then, to the extent allowed by law, Sheriff shall be responsible for the consequences of the same, for any resulting noncompliance with County, State, or Federal entity requirements or regulations, including, but not limited to, any resulting failed inspection and/or audit by a County, State or Federal entity. MedHealth staff shall document and promptly report such issues of backlogs created by inadequate staffing levels to the Jail Administrator. The County shall, upon notification by MedHealth, make every effort to bring jail staffing levels back up to standard within a reasonable period of time.

ARTICLE V: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES

5.1 General. Sheriff agrees to provide MedHealth with reasonable and adequate office and medical space, facilities, equipment (except equipment MedHealth provides as set forth in Attachment 1), telephone and telephone line and utilities and Sheriff will provide necessary maintenance and housekeeping of the office and medical space and facilities (including incidentals such as tissue and hand towels).

5.2 Delivery of Possession. Sheriff or County will provide to MedHealth, beginning on the date of commencement of this Agreement, possession and control of all jail medical and office equipment at the Jail's healthcare unit. At the termination of this or any subsequent Agreement, MedHealth will return possession and control of all such medical and office equipment, in working order, reasonable wear and tear excepted, which were in place at the Jail's healthcare unit prior to the commencement of services under this Agreement or purchased by the Sheriff or by Walton County during the term of this Agreement and any extensions/renewals.

5.3 Maintenance and Replenishment of Equipment. Except for the equipment and instruments owned by Sheriff or Walton County, any equipment or instruments required by MedHealth during the term of this Agreement may be purchased by MedHealth as set forth in Attachment 1. At the end of this Agreement, or upon termination, any equipment purchased with Cap funds shall be the Sheriff's property. Any equipment purchased with MedHealth funds shall remain MedHealth's property.

5.4 Infection Control PPE. MedHealth and Sheriff understand that adequate infection control personal protective equipment ("PPE") is essential and necessary for the health and safety of the agents, employees and subcontractors of MedHealth as well as for the health and safety of inmates and Sheriff's staff, consistent with the correctional setting. Sheriff shall be financially responsible for the reasonable costs associated with providing sufficient infection control PPE for all staff working in the jail in compliance with regular Sheriff's Office, County, State or Federal entity requirements or regulations. In the alternative, with the Sheriff's consent, MedHealth can purchase PPE and apply associated costs to the Cap.

ARTICLE VI: TERM AND TERMINATION OF AGREEMENT

6.1 Term. This Agreement shall commence on September 15, 2025 at a time mutually agreed upon. The initial term of this Agreement shall end on June 30, 2026, and this Agreement may thereafter extend by mutual agreement for additional one-year terms, subject to the Sheriff's funding availability. MedHealth shall inform the County of any increase required for extension (e.g., COLA, malpractice increases...) no less than 180 days prior to the end of the then current contract term.

6.2 Termination. This Agreement, or any extension thereof, may be terminated as otherwise provided in this Agreement or as follows:

- a. Termination by agreement. In the event that each party mutually agrees in writing, this Agreement may be terminated on the terms and date stipulated therein.

b. Sheriff may terminate this Agreement with or without cause at any time. If not for cause, County shall pay MedHealth the actual amount due to MedHealth hereunder for services rendered by MedHealth as of the date of such termination.

c. Termination for Cause. MedHealth shall have the right to terminate this Agreement for Cause, which may be effected as set forth below after establishing the facts warranting the termination, and without any further obligation to Sheriff, by giving written notice and a statement of reasons to the Sheriff that:

(i) the safety and security of MedHealth personnel is determined by MedHealth, in its reasonable discretion, to be compromised, either as a direct, or indirect, result of Sheriff's failure to provide adequate security, the provision of which is a continuing precondition of MedHealth's obligation to perform work under this Agreement; upon such a determination by MedHealth, MedHealth shall immediately notify Sheriff of such determination and provide Sheriff with a reasonable amount of time, not to exceed 30 days, in which to correct such failure. Should Sheriff fail to correct such security failure within such time frame, then MedHealth may terminate this Agreement.

(ii) Sheriff has failed to compensate MedHealth for the amounts or fees due, either in whole or in part, under this Agreement, and shall fail to cure said failure upon thirty (30) days written notice.

Upon such a termination for Cause, Sheriff acknowledges that, MedHealth shall be entitled to all compensation fees and charges due for services rendered hereunder, without penalty or liability to MedHealth, up through and including the last day of services, and further that, Sheriff shall be obligated to compensate MedHealth accordingly for such services, consistent with the terms hereof. MedHealth shall take all reasonable actions to cooperate with Sheriff such that the healthcare of the inmates at the jail is not compromised as the result of such termination and that the responsibility for such healthcare services is transitioned to a different provider selected by Sheriff.

d. Termination or non-renewal by Cancellation. This Agreement may be canceled or non-renewed without cause by either party upon sixty (60) days prior written notice in accordance with Section 9.3 of this Agreement.

e. Annual Appropriations and Funding. This Agreement shall be subject to the annual appropriation of funds. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, Sheriff shall be entitled to immediately terminate this Agreement, without penalty or liability, except for the payment of all contractual fees due under this Agreement through and including the last day of service.

6.3 Responsibility for Inmate Healthcare. Upon termination of this Agreement, all responsibility for providing healthcare services to any and all inmates will be transferred from MedHealth to Sheriff or his designee.

ARTICLE VII: COMPENSATION

7.1 Base Compensation. The Sheriff will compensate MedHealth \$27.48 per inmate per day. The daily inmate count shall be provided to MedHealth by the Sheriff. MedHealth will bill the Sheriff by the 15th of the following month. Sheriff agrees to pay MedHealth within 30 days of receipt of the MedHealth invoice. MedHealth's invoice will also contain details of Cap expenditures and any other reimbursable expenses along with supporting documentation. If the County fails to pay MedHealth within 30 days of receipt of the invoice, MedHealth may assess interest at the legal limit on all past due amounts.

7.2 Increases in Inmate Population. Sheriff and MedHealth agree that the compensation provided for herein is calculated based upon an average daily inmate population of up to 550. If the average daily inmate population exceeds 550 inmates for any given month, then MedHealth shall determine if additional staffing hours are needed to ensure delivery of proper medical care to the increased population. If additional staffing hours are believed to be required, the parties shall promptly meet to mutually agree on a remedy that allows for the proper delivery of patient care. If the inmate population exceeds 550 for 60 consecutive days, the parties shall meet to discuss a possible adjustment to the Cap amount. Sheriff does not guarantee MedHealth any minimum number of inmates at the jail.

7.3 Future Years' Compensation. The amount of compensation to MedHealth for each subsequent contract term shall be mutually agreed upon by the parties hereto.

7.4 Inmates from Other Jurisdictions. Healthcare rendered within the Jail to inmates from jurisdictions outside Walton County and agencies other than the Walton County Sheriff's Office, and housed in the Jail pursuant to written contracts between County and such other jurisdictions and agencies or pursuant to law will be the responsibility of MedHealth, subject to this Agreement. Sheriff shall be financially responsible for the cost of specialized medical equipment and supplies for inmates being held on behalf of jurisdictions outside of Walton County in the event of a refusal to pay on the part of the jurisdictions for which such inmates are being held.

7.5 Responsibility For Work Release Inmates. MedHealth, Sheriff and County agree that notwithstanding any other provisions of this Agreement to the contrary, inmates assigned to work release, including work for Walton County agencies, are themselves personally responsible for the costs of any medical services performed by providers other than MedHealth, when the illness or injury is caused by and results directly or indirectly from the work being performed, or when such illness or injury is treated while the inmate is on work release. The costs of medical services associated with a particular illness or injury incurred by an inmate while on work-release may be covered by workers' compensation, medical insurance, accident insurance, or any other policy of insurance or source of payment for medical and hospital expenses, but such costs shall not otherwise be the financial responsibility of MedHealth. In all cases, MedHealth shall be responsible for providing healthcare for any Inmate who presents to medical staff on-site in the Jail.

7.6 Cooperation in the Recovery of Funds. To the extent that the Sheriff seeks to recover the cost of medical care for an inmate from an insurance policy, medicare, medicaid, the inmate, or any third party, MedHealth shall provide the Sheriff with such assistance as is requested by the Sheriff in recovering said funds.

ARTICLE VIII: LIABILITY AND RISK MANAGEMENT

8.1 Insurance. At all times during this Agreement, MedHealth shall maintain professional liability insurance covering MedHealth for its work under this agreement, its employees and its officers in the minimum amount of at least one million dollars (\$1,000,000 .00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate. MedHealth shall provide the Sheriff with a Certificate of Insurance evidencing such coverage and shall have Sheriff and Walton County named as an additional insureds. In the event of any expiration, termination or modification of coverage, MedHealth will notify the Sheriff and Walton County in writing. Certificates of insurance shall provide that the insurance coverage(s) referenced therein shall not be cancelled or reduced without the Sheriff and Walton County having first been provided thirty (30) days advanced written notice.

8.2 Lawsuits Against Sheriff or Walton County. In the event that any lawsuit (whether frivolous or otherwise) is filed against the Sheriff or Walton County, Walton County's elected officials, or either of their employees or agents based on or containing any allegations concerning MedHealth's services under this agreement and the performance of MedHealth's employees, agents, subcontractors or assignees, the parties agree that MedHealth, its employees, agents, subcontractors, assignees or independent contractors, as the case may be, may: (a) be joined as parties defendant in any such lawsuit; (b) have cross claims asserted against them by Sheriff and/or Walton County; and (c) be joined by Walton County and/or the Sheriff as third party defendants. MedHealth and its employees, agents, subcontractors, and assignees shall be responsible for their own defense and any judgments rendered against them in a court of law, except for defense costs and judgments that directly result from the acts or omissions of the Sheriff, Walton County or either of their employees or agents thereof.

Nothing herein shall prohibit any of the parties to this Agreement from joining the remaining parties hereto as defendants in lawsuits filed by third parties.

8.3 Hold Harmless. MedHealth agrees to indemnify and hold harmless the Sheriff and Walton County, their agents and employees, and Walton County's board of commissioners from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind to the extent such arise out of MedHealth's services set forth herein. This duty to indemnify shall include all related attorneys' fees and litigation costs and expenses. Walton County and Sheriff shall promptly notify MedHealth of any incident, claim, demand, or lawsuit of which Walton County or Sheriff becomes aware and shall fully cooperate in the defense of such claim, but MedHealth shall retain sole control of the defense while the action is pending, to the extent allowed by law. In no event shall this agreement to indemnify be construed to require MedHealth to indemnify the Sheriff or Walton County, from their own actions or inactions.

ARTICLE IX: MISCELLANEOUS

9.1 Independent Contractor Status. The parties acknowledge that MedHealth is an independent contractor engaged to provide and manage healthcare to inmates at the Jail under the direction of MedHealth management. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, or a joint venture relationship between the parties.

9.2 Assignment and Subcontracting. MedHealth shall not assign this Agreement without the consent of County, which consent shall not be unreasonably withheld.

9.3 Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or delivered by certified mail or registered first-class mail (return receipt requested, postage prepaid) or by Federal Express, UPS or other reputable overnight courier service (with signed delivery confirmation), or transmitted by electronic mail transmission, including PDF (with delivery and read receipt confirmation), and addressed to the appropriate party(s) at the following address or regularly-monitored electronic mail address of such party, or to any other person at any other address or regularly monitored electronic mail address as may be designated in accordance with this section in writing by the parties:

IF TO THE WALTON COUNTY SHERIFF:

Keith Brooks
Walton County Sheriff
350 Georgia Avenue
Monroe, Georgia 30655
Email: kbrooks@co.walton.ga.us

Cc: Walton County, Georgia
Attn: David Thompson, Chairman
Walton County Board of Commissioners
303 S. Hammond Drive, Suite 330
Monroe, Georgia 30655
Email: davidg.thompson@co.walton.ga.us

IF TO MEDTRUST:

MedTrust, LLC dba MedHealth
NW Expressway, Suite 850
Oklahoma City, OK 73118
Attn: Ken Palombo, COO
Email: ken@mymedtrust.com

Cc: MedTrust, LLC dba MedHealth
NW Expressway, Suite 850
Oklahoma City, OK 73118
Attn: Keren McLendon
Email: keren@mymedtrust.com

Notices shall be effective upon receipt or refusal by the recipient regardless of the form used.

9.4 Governing Law and Disputes. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Georgia, not including Georgia choice of law provisions, except as specifically noted. Disputes between the Parties shall first be formally mediated by a third party or entity agreeable to the Parties, in which case the Parties shall engage in good faith attempts to resolve any such dispute with the Mediator before any claim or suit arising out of this Agreement may be filed in a court of competent jurisdiction. Exclusive venue for any action between the parties hereto shall be in the Superior Court of Walton County, Georgia.

9.5 Entire Agreement. This Agreement, including Attachment 1 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. No modifications or amendment to this Agreement shall be binding upon the parties unless

the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.

9.6 Amendment. This Agreement may be extended, amended or revised only in a writing signed by all parties hereto.

9.7 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

9.8 Other Contracts and Third-Party Beneficiaries. 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 the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.

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

9.10 Liaison. The Walton County Sheriff or his designee shall serve as the liaison with MedHealth.

9.11 Cooperation. On and after the date of this Agreement, each party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this Agreement.

9.12 Time of Essence. Time is and shall be of the essence of this Agreement.

9.13 Authority. The parties signing this Agreement hereby represent that they have the authority to bind the entity on whose behalf they are signing.

9.14 Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

9.15 Cumulative Powers. Except as expressly limited by the terms of this Agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

9.16 Headings. Section headings herein are provided for convenience only and are not intended to constitute substantive provisions of this Agreement.

9.17 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which shall constitute one in the same document.

(Signatures appear on following pages)

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

WALTON COUNTY SHERIFF

Name: Keith Brooks, in his official capacity

Signature: _____

Title: Walton County, Sheriff

Date: _____

CONSENTED TO BY:

WALTON COUNTY, GEORGIA

BY: David Thompson, Chairman, in his official capacity

Signature: _____

Title: Chairman, Walton County Board of Commissioners

Date: _____

MEDHEALTH, LLC D/B/A MEDHEALTH

Name _____

Signature _____

Title _____

Date: _____

Attachment 1