

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF ARKANSAS
FAYETTEVILLE DIVISION**

**EDRICK FLOREAL-WOOTEN;
JEREMIAH LITTLE; JULIO GONZALES;
DAYMAN BLACKBURN**

PLAINTIFFS

v.

Case No. 5:22-cv-05011-TLB-CDC

**WASHINGTON COUNTY DETENTION CENTER;
TIM HELDER, SHERIFF OF WASHINGTON COUNTY,
ARKANSAS, in his official capacity; JANE or JOHN DOES 1 through 10 of
WASHINGTON COUNTY DETENTION CENTER STAFF,
in their individual and official capacities;
KARAS CORRECTIONAL HEALTH, P.L.L.C.;
DR. ROBERT KARAS, M.D.; JANE or JOHN DOES 1 through 10
of KARAS CORRECTIONAL HEALTH, P.L.L.C. STAFF**

DEFENDANTS

COMPLAINT

COMES NOW Plaintiffs Edrick Floreal-Wooten, Jeremiah Little, Julio Gonzales, and Dayman Blackburn (collectively, Plaintiffs), for their Complaint against the Washington County Detention Center (WCDC), Tim Helder, Sheriff of Washington County, in his official capacity, Jane or John Does 1 through 10, WCDC employees, in their individual and official capacities, Karas Correctional Health, P.L.L.C., Dr. Robert Karas, M.D., and Jane or John Does 1 through 10 of Karas Correctional Health, P.L.L.C. staff, (collectively, Defendants), and state as follows:

I. NATURE OF ACTION

“Every human being of adult years and sound mind has a right to determine what shall be done with his own body”¹

This case is about protecting the interests of detained persons in the integrity of their own bodies through the necessity of informed consent to medical treatments. Plaintiffs are informed and believe, and thereon allege, that Defendants knowingly and intentionally disregarded U.S.

¹ *Schloendorff v. Soc’y of N.Y. Hosp.*, 105 N.E. 92, 93 (N.Y. 1914) (Cardozo, J.), *abrogated on other grounds*, *Bing v. Thunig*, 143 N.E.2d 3 (N.Y. 1957).

Food and Drug Administration (FDA) warnings by administering the dewormer Ivermectin to them as a supposed treatment for COVID-19 without prior informed consent as to the nature, contents, or potential side effects of the drugs administered. Defendants also used overt deception in the administration of Ivermectin, telling Plaintiffs that the alleged treatment consisted of mere “vitamins,” “antibiotics,” and/or “steroids.”

The truth, however, was that without knowing and voluntary consent, Plaintiffs ingested incredibly high doses of a drug that credible medical professionals, the FDA, and the Centers for Disease Control and Prevention (CDC), all agree is not an effective treatment against COVID-19, and that if given in large doses is dangerous for humans.² But this was no deterrent to Defendants, whose actions affronted Plaintiffs’ personal autonomy, violated their constitutional rights, and jeopardized their well-being.

II. JURISDICTION AND VENUE

1. This action arises under 42 U.S.C. § 1983. Jurisdiction is conferred upon this Court by 28 U.S.C. § 1331.

2. Venue is proper in the Western District of Arkansas pursuant to 28 U.S.C. § 1391(b) because the unlawful acts and practices alleged herein occurred within this judicial district in Washington County, Arkansas.

III. PARTIES

3. Plaintiff Edrick Floreal-Wooten was detained at WCDC at all relevant times herein.

² <https://www.fda.gov/consumers/consumer-updates/why-you-should-not-use-ivermectin-treat-or-prevent-covid-19> (last visited Dec. 29, 2021); <https://www.fda.gov/animal-veterinary/product-safety-information/faq-covid-19-and-ivermectin-intended-animals> (last visited Dec. 29, 2021); <https://www.fda.gov/animal-veterinary/product-safety-information/fda-letter-stakeholders-do-not-use-ivermectin-intended-animals-treatment-covid-19-humans> (last visited Dec. 29, 2021); <https://emergency.cdc.gov/han/2021/han00449.asp> (last visited Dec. 29, 2021).

Mr. Wooten is a married father of three.

4. Plaintiff Jeremiah Little was detained at WCDC at all relevant times herein. Mr. Little was born and raised in Fayetteville, Arkansas, and is a father of three.

5. Plaintiff Julio Gonzales was detained at WCDC at all relevant times herein. Mr. Gonzales has one grown daughter.

6. Plaintiff Dayman Blackburn was detained at WCDC at all relevant times herein. Mr. Blackburn has a history of heart conditions, and suffered three heart attacks in 2018. He has two daughters, and one granddaughter.

7. Defendant WCDC is located in and operated by Washington County, Arkansas, a duly organized county existing under the laws of the State of Arkansas. Washington County operates WCDC and is responsible for the actions, omissions, policies, procedures, practices, and customs of WCDC and its various agents. At all times relevant herein, WCDC was acting under color of state law.

8. Defendant Tim Helder (Sheriff Helder) is the Sheriff of Washington County and is responsible for the administration and operation of WCDC and its policies, procedures, and customs. Acting under color of state law, Sheriff Helder approved and executed the contract with Karas Correctional Health, P.L.L.C., to provide healthcare at WCDC, including to the Plaintiffs, for an annual cost to Washington County taxpayers of \$1,374,000.00. *See* Exhibit A at § 4.2. Sheriff Helder was aware of the administration of Ivermectin to detainees like Plaintiffs, and should have been aware given Dr. Karas's public statements regarding the use of the drug. At all times relevant herein, Sheriff Helder was acting under color of state law.

9. Defendants Jane or John Does 1 through 10 of WCDC are correctional officers employed at WCDC whose identities are as yet unknown, and who were working under color of

state law at all times relevant herein.

10. Defendant Karas Correctional Health, P.L.L.C., (KCH) is an Arkansas professional limited liability company doing business in Arkansas. At all times relevant herein, KCH contracted with Washington County to provide healthcare at WCDC, including to the Plaintiffs. At all times relevant herein, KCH was acting under color of state law.

11. Defendant Robert Karas, M.D., (Dr. Karas) is, and was at all times relevant herein, the manager and sole member of KCH, and the primary care physician responsible for the administration and operation of KCH at WCDC, and has been for many years. As relevant here, in 2020, KCH successfully bid to provide healthcare services at WCDC, and approved and executed the contract with WCDC on behalf of KCH to provide healthcare at WCDC, including to the Plaintiffs, for an annual cost to Washington County taxpayers of \$1,374,000.00. *See* Exhibit A at § 4.2. At all times relevant herein, Dr. Karas was acting under color of state law.

12. Defendants Jane or John Does 1 through 10 of KCH are staff members employed at KCH whose identities are as yet unknown, and who were working under color of state law at all times relevant herein.

FACTS

History of the relationship between Defendants and the rise of COVID-19.

13. For many years, WCDC and Sheriff Helder (collectively referred to as the County Defendants), along with KCH and Dr. Karas (collectively referred to as the Karas Defendants), enjoyed a mutually beneficial relationship.

14. As a part of this relationship, and in exchange for a significant amount of money, the Karas Defendants provided the County Defendants with healthcare services for the detainees housed at WCDC.

15. Starting in 2020 and continuing through the present, the importance of such healthcare services in the WCDC setting became particularly striking given the rise of COVID-19.

16. In conjunction with the rise of COVID-19, Dr. Karas began both publicly and privately espousing the virtues of the use of the drug Ivermectin to combat the disease. Upon information and belief, Dr. Karas began conducting research as to its efficacy against the disease, as well.

17. Upon information and belief, the Karas Defendants began utilizing Ivermectin as a treatment for COVID-19 with WCDC detainees at least as early as November 2020. *See* Exhibits B and C.

18. Upon information and belief, the County Defendants were aware by July 2021 of Dr. Karas's policy in support of the use of Ivermectin, and that he intended to administer the same to detainees.³ Indeed the County Defendants should have been aware too, given Dr. Karas's relentless public statements on his clinic's social media page regarding the use of the drug.

19. Upon information and belief, Dr. Karas may have had a financial incentive to administer the drug Ivermectin to detainees. This is because KCH and other related entities operated by Dr. Karas sometimes purchase the drugs used at WCDC at wholesale. Pursuant to the contract between KCH and WCDC, and in addition to the annual fees payable to KCH by WCDC, WCDC is obligated to pay the costs for all prescription medications prescribed to WCDC detainees, which may have provided a direct financial benefit to Dr. Karas.⁴

20. As of August 25, 2021, Dr. Karas stated publicly that there had been 531 confirmed

³ <https://www.nwaonline.com/news/2021/aug/25/washington-county-sheriff-confirms-use-of/> (last visited Dec. 29, 2021); <https://www.nwaonline.com/news/2021/aug/26/ivermectin-as-covid-19-treatment-for-inmates/> (last visited Dec. 29, 2021).

⁴ *See* Ex. A at p. 16.

COVID-19 cases at WCDC, meaning that Karas Defendants, by and through Jane or John Does 1-10 of KCH, had administered healthcare services for the disease to at least that many detained people. Dr. Karas has admitted publicly to administering Ivermectin to such confined persons.

21. Dr. Karas remarks often on his clinic's public social media page regarding the Ivermectin treatments provided in his private practice to his private patients, and even posts signage at his clinic requesting clinical trial volunteers. The social media posts are often accompanied with precise dosing and treatment plans for his so-called "COVID protocols."

22. As recently as December 24, 2021, Dr. Karas posted publicly about the use of Ivermectin at WCDC, touting the dangerously high doses of the drug foisted on inmates like Plaintiffs.

Plaintiffs test positive for COVID-19.

23. Plaintiffs tested positive for COVID in late August 2021. As a result, the County Defendants relocated Plaintiffs to a barracks that was specifically designated as a quarantine block for those with the disease or those with a close contact to the same. Upon information and belief, during this time twenty-two detained peoples were housed in the quarantine block.

Plaintiffs are treated with high amounts of Ivermectin.

24. Once in the quarantine block, Plaintiffs were given a cocktail of drugs by Karas Defendants to allegedly treat COVID-19. The drugs were administered twice a day, and ranged in volume between 2-10 pills. The drugs consisted of high doses of vitamins and the drug Ivermectin.

25. Ivermectin is used to treat or prevent parasites in livestock animals, such as cows and horses. For humans, it is FDA approved to treat infections by some parasitic worms, head lice, or skin conditions, like rosacea.⁵

⁵ <https://www.fda.gov/consumers/consumer-updates/why-you-should-not-use-ivermectin-treat-or-prevent-covid-19> (last visited Dec. 29, 2021).

26. “High doses” is no hyperbole. By way of example, prior to receiving the drug, Plaintiff Edrick Wooten was recorded on August 22, 2021, as being 6’1” and weighing 158 pounds (72 kg). At his size, the approved dosage of Ivermectin to combat worms (one of the approved uses in humans) is 0.2 mg/kg in a single dose, which given his size, is 14 mg. Mr. Wooten, however, received 48 mg over a period of four days, or 3.4 times the approved dosage.

27. Similarly, Plaintiff Dayman Blackburn was recorded on August 21, 2021, as being 6’1” and weighing 191 pounds (86.6 kg). At his size, the approved dosage to combat worms is 0.2 mg/kg in a single dose, which is 17 mg. According to Mr. Blackburn’s medical records, however, he was prescribed 36 mg of the medicine on August 22 by the Karas Defendants, followed by 24 mg a day from August 23-August 25. That dosage, totaling 108 mg, is nearly 6.3 times the approved dosage.

28. On December 24, 2021, Dr. Karas admitted publicly on his clinic’s social media page to dosing inmates housed at WCDC with as much as 0.4 mg/kg of the drug Ivermectin- an astounding amount of the dewormer, and double the dosage recommended for its *intended* use (which says nothing of its use here). He stated further than this dosage regime was different than the dosage given to his private practice patients.⁶

29. At no point were Plaintiffs informed that the medications they were consuming included Ivermectin. Further, Plaintiffs were not informed of the side effects of the drug administered to them or that any results would be used for research purposes.

30. Upon information and belief, all other Plaintiffs (and numerous other detainees) received similar treatments that included inappropriately high levels of the drug Ivermectin, too.

⁶ On December 24, 2021, Dr. Karas wrote the following on his clinic’s Facebook page: “The slight difference between jail protocol and the clinic regimen being that we kept the .2-.4 mg/kg Ivermectin dosing on our jail patients.”

31. Not only is Ivermectin not FDA authorized or approved to treat or prevent COVID-19 in people (or animals, for that matter),⁷ but the FDA has issued a warning against using it to treat COVID-19. It can have serious interactions with other medications, and/or result in nausea, vomiting, diarrhea, hypotension (low blood pressure), allergic reactions (itching and hives), dizziness, ataxia (problems with balance), seizures, coma and even death.⁸

32. In fact, Karas Defendants told Plaintiffs that the drugs consisted of mere “vitamins,” “antibiotics,” and/or “steroids.”

33. Had Plaintiffs been informed that the drugs they were given included the dewormer Ivermectin and informed of its nature and potential side effects, they would have refused to take it.

Plaintiffs experienced side effects from Ivermectin and Defendants’ conduct.

34. Plaintiffs suffered side effects consistent with the overuse of Ivermectin. Specifically, they experienced vision issues, diarrhea, bloody stools, and/or stomach cramps.

35. All Plaintiffs experienced mental distress, anger, and lingering mistrust of Defendants for permitting the use of, and administering, a drug in disregard of a FDA warning and without their knowledge or consent.

36. To add insult to injury, Plaintiffs were subject to the payment of fees for medical examinations they sought after suffering side effects from the Ivermectin treatment. Pursuant to the contract between KCH and the County Defendants, those fees are payable to KCH, providing financial incentive to Dr. Karas as the sole member of KCH.⁹

⁷ <https://www.fda.gov/consumers/consumer-updates/why-you-should-not-use-ivermectin-treat-or-prevent-covid-19> (last visited Dec. 29, 2021).

⁸ *Id.*

⁹ Ex. A at § 4.1.

Plaintiffs exhausted their remedies.

37. Plaintiffs submitted grievances regarding the administration of Ivermectin without their knowledge or consent. The grievances were viewed by County Defendants, and then forwarded to Karas Defendants for review and determination.

38. The WCDC Grievance Procedure states that responses to medical grievances are not appealable;¹⁰ thus Plaintiffs exhausted their administrative remedies prior to the filing of this suit.

Defendants attempt to obtain consent retroactively.

39. Upon information and belief, after the news broke publicly regarding Defendants' use and administration of Ivermectin, Defendants attempted to obtain "retroactive" consents to medical treatment from detainees, including for the use of Ivermectin.

COUNT I – VIOLATION OF DUE PROCESS AGAINST ALL DEFENDANTS

40. Plaintiffs incorporate by reference the allegations set forth in paragraphs 1-39 above.

41. Detained persons like Plaintiffs have a due process right to voluntary and informed consent, and they possess a significant liberty interest in receiving appropriate medical treatment and avoiding the unwanted administration of drugs.

42. Consent is voluntary when "given by a person or a responsible proxy (e.g., a parent) for participation in a study, immunization program, treatment regime, invasive procedure, etc., after being informed of the purpose, methods, procedures, benefits, and risks. The essential criteria of [informed consent] are that the subject has both knowledge and comprehension, that consent is freely given without duress or undue influence, and that the right of withdrawal at any

¹⁰ See WCDC Policy No. D11.5, Detainee Grievance Procedures.

time is clearly communicated on the subject.” Stedman’s Medical Dictionary 898 (27th ed. 2000).

43. Ivermectin is not accepted by the FDA or CDC as an effective treatment against COVID-19. In fact, the FDA has warned against such use of Ivermectin.

44. Taking Ivermectin in large doses can be dangerous for humans.

45. Despite this, Karas Defendants, acting under color of state law, administered the dewormer to Plaintiffs without their voluntary consent. Specifically, Karas Defendants provided the drug cocktail to Plaintiffs under the false premise that it was merely “vitamins,” “antibiotics,” and/or “steroids.”

46. Upon information and belief, Dr. Karas even benefited financially from the administration of Ivermectin to detained persons like Plaintiffs.

47. Karas Defendants, acting under color of state law, further administered the drug Ivermectin to Plaintiffs without their knowing and informed consent.

48. Specifically, Plaintiffs were not given the necessary information to reach a decision about whether or not to accept the Ivermectin treatment. Prior to its administration, Plaintiffs were unaware of the potential side effects for the alleged treatment they were given (indeed, none had ever heard of the drug Ivermectin). Likewise, Plaintiffs were not informed that the FDA warned against the use of Ivermectin for the treatment or prevention of COVID-19.

49. Defendants knew or should have known that Ivermectin was not an appropriate medical treatment for Plaintiffs; thus Defendants, acting under color of state law, acted with deliberate indifference in that it administered, or knowingly permitted the administration of, inappropriate treatment to Plaintiffs.

50. Karas Defendants, under color of state law, further acted with deliberate indifference as they knew that Plaintiffs did not consent to the treatment, and should have known

that Plaintiffs would want to know the nature, contents, and potential side effects of a drug offered. Karas Defendants even went so far as attempting to obtain “retroactive consents” from detained persons, including at least one Plaintiff, for the Ivermectin treatment.

51. Indeed under Arkansas law, medical providers have a statutory duty to warn a patient of hazards of future medical treatment. *See* Ark. Code Ann. § 16-114-206.

52. It is both customary and legally required in all medical settings, both within Arkansas and beyond, that patients be given complete, accurate, and truthful information to enable them to make an informed decision as to whether to proceed with medical treatments. As medical providers, Karas Defendants undoubtedly knew this.

53. Karas Defendants failed to provide even basic (or truthful) information as to the nature, contents, and potential side effects of a drug offered in violation of the Arkansas statutory duty to warn.

54. Had Plaintiffs known the nature, contents, and potential side effects of the drug administered, they would have declined to take it.

55. The County Defendants cannot relieve themselves of their constitutional duties to provide appropriate medical care to Plaintiffs by contracting out medical care to Karas Defendants.

56. Dr. Karas, both publicly and privately, is an avid proponent of the use of Ivermectin as an alleged treatment for COVID-19.

57. The County Defendants knew or should have known as early as July 2021 about the ongoing practice and policy of administering an unproven and unapproved alleged treatment for COVID-19 on detainees in their care.

58. Upon being informed of the dangers of administering Ivermectin to detainees at

WCDC, the County Defendants still refused to put a stop to the practice.

59. As a direct and proximate result of Defendants' conduct, Plaintiffs' substantive due process rights were violated.

**COUNT II – VIOLATION OF EQUAL PROTECTION AGAINST KARAS
DEFENDANTS**

60. Plaintiffs incorporate by reference the allegations set forth in paragraphs 1-59 above.

61. Dr. Karas remarks often on his clinic's public social media page about the Ivermectin treatments provided to his private clinic patients (indeed, he even remarks on the use of the drug with WCDC detainees, like Plaintiffs). The posts are frequently accompanied by precise dosing and treatment plans for his so-called "COVID protocols." He also references other websites where potential or current COVID-19 private clinic patients can obtain additional information about the alleged treatments for the disease.

62. Upon information and belief, Dr. Karas provides his private clinic's COVID-19 patients specific information regarding the nature, contents, and potential side effects of the alleged treatments, including Ivermectin, prior to treatment.

63. Plaintiffs, however, do not have access to social media to view such postings. And they were not provided the necessary information to make an informed decision about the Ivermectin treatment before its administration.

64. Indeed, Karas Defendants went so far as to deny Plaintiffs the truth of what they were being given, claiming that the high dosage of dewormer was mere "vitamins," "antibiotics," and/or "steroids."

65. On December 24, 2021, Dr. Karas admitted publicly on his clinic's social media page to dosing inmates with Ivermectin in differing (and incredibly high) amounts when compared

to the dosage given to his private clinic patients.¹¹

66. As COVID-19 patients, Karas Defendants deliberately failed to provide Plaintiffs with the same specific information regarding the nature, contents, and potential side effects of the use of Ivermectin as that which is provided to his private COVID-19 clinic patients.

67. Like Karas Defendants' private clinic patients with COVID-19, Plaintiffs were entitled to complete and accurate information such that they could make informed decisions as to whether to proceed with the alleged COVID-19 treatment.

68. Despite their incarceration, Plaintiffs are similarly situated to Karas Defendants' private COVID-19 clinic patients, as *all* patients enjoy a fundamental and significant liberty interest in the right to informed consent to medical treatments.

69. Karas Defendants have neither a rational nor a compelling governmental interest in treating COVID-19 patients- incarcerated or not- differently as it relates to obtaining informed consent prior to the administration medical treatment, including for the drug Ivermectin.

70. In disregarding Plaintiffs' rights to informed consent, Karas Defendants treated similarly situated COVID-19 patients differently in violation of the Equal Protection Clause.

71. Upon information and belief, Karas Defendants further treated other similarly situated detained patients at WCDC differently than Plaintiffs in violation of the Equal Protection Clause as it relates to obtaining informed consent prior to medical treatment.

WHEREFORE, Plaintiffs Edrick Floreal-Wooten, Jeremiah Little, Julio Gonzales, and Dayman Blackburn pray that the Court enter an order declaring under 28 U.S.C. § 2201 that the actions of all Defendants violated Plaintiffs' substantive due process rights under the Fourteenth

¹¹ On December 24, 2021, Dr. Karas wrote the following on his clinic's Facebook page: "The slight difference between jail protocol and the clinic regimen being that we kept the .2-.4 mg/kg Ivermectin dosing on our jail patients."

Amendment, and the Equal Protection Clause as to Karas Defendants. Plaintiffs further request entry of an injunction prohibiting all Defendants from engaging in any further such violations of law. Finally, Plaintiffs request that they be ordered to receive a medical evaluation by an independent medical provider unaffiliated with Karas Defendants, awarded their costs, fees, and any other appropriate relief to which they are entitled.

Respectfully submitted,

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*On behalf of the Arkansas Civil Liberties Union
Foundation, Inc.*

**WASHINGTON COUNTY DETENTION CENTER CONTRACT FOR
MEDICAL SERVICES**

This **AGREEMENT** ("Agreement") is dated effective as of the 1st day of January, 2021, (the "Effective Date") by and between **WASHINGTON COUNTY, ARKANSAS** ("County"), and **KARAS CORRECTIONAL HEALTH, P.L.L.C.**, an Arkansas professional limited liability company ("Karas"). County and Karas are referred to herein individually, as a "party" and, collectively, as the "parties."

RECITALS

- A. County operates an adult detention facility (the "Facility"), which may house in excess of 500 local, state and Federal pre- and post-trial detainees ("Detainees").
- B. County is required by constitutional mandate to provide Detainees adequate medical and dental care.
- C. County, pursuant to its obligation to ensure sound fiscal management of taxpayer dollars, published Request for Qualifications 2015-5 seeking qualifications and bids to provide quality medical and dental services to Detainees on the most efficient basis possible while maintaining standards of patient care.
- D. Robert Karas, M.D., sole owner and operator of Karas, submitted the winning qualifications and bid.
- E. Following the bidding process, County and Karas entered into a Contract for Medical Services whereunder Karas rendered the services to County set forth therein for the calendar years of 2019, 2020 and 2021.
- F. County, in furtherance of its legal and fiscal obligations, desires to contract with Karas to provide professional medical and dental services to Detainees at the Facility for the calendar year of 2021.
- G. County and Karas desire to enter into this Agreement in order to provide a full statement of their respective responsibilities during the term hereof.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants contained herein, the parties agree as follows:

AGREEMENT

1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings ascribed thereto:

- 1.1. "Confidential Information" means all information, written or oral, directly or indirectly disclosed by one party to the other party, or directly or indirectly received by one party from the other

party, at any time (whether before, on or after the Effective Date), through any means of communication, including by visual observation, and the terms of this Agreement. Notwithstanding any contrary terms in the foregoing, Confidential Information shall not include (a) information that is publicly known prior to its disclosure to the Recipient or becomes publicly known through no wrongful act of the Recipient, (b) information that was in the lawful possession of the Recipient prior to its disclosure to the Recipient, if the Recipient was not then under an obligation of confidentiality with respect thereto, (c) after disclosure to the Recipient, was received by the Recipient from a third party who had a lawful right to disclose such information to the Recipient without any obligation to restrict the Recipient's further use or disclosure of the information, or (d) information that is independently developed by the Recipient without use of the Discloser's Confidential Information; provided, however, none of the preceding exclusions shall apply to Protected Health Information, as such term is defined under HIPAA.

- 1.2. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder, as each may be amended from time to time, including through the Health Information Technology for Economic and Clinical Health Act, (the "HITECH Act").
- 1.3. "Provider on Call" shall mean any Qualified Advance Care Professional designated by Karas to perform the on-call services described in the Agreement.
- 1.4. "Qualified Advanced Care Professional" shall mean any of the following professionals licensed to practice in the State of Arkansas: Medical Doctor ("MD"), Doctor of Nursing Practice ("DNP"), Advanced Practice Nurse Practitioner ("APRN") or Physician Assistant ("PA").
- 1.5. "Qualified Medical Professional" shall mean any of the following professionals licensed to practice in the State of Arkansas: Registered Nurse ("RN"), Licensed Practical Nurse ("LPN"), Paramedic, Advanced Emergency Medical Technician ("EMT"), Advance Practice Registered Nurse ("APRN"), Physician Assistant ("PA"), Doctor of Nursing ("DNP") or Medical Doctor ("MD").

2. KARAS RESPONSIBILITIES

- 2.1. **Services.** During the Term, Karas shall provide, and shall cause its Qualified Medical Professionals to provide, all medically necessary professional medical services to Detainees at the Facility as are consistent with the Qualified Medical Professional's licensure, specialty, practice, and training. Services will include, without limitation, the following and those additional duties set forth on Schedule 2.1 (the "Services"):
 - a) Initial Health Screening Consultation. If during the course of any Detainee's Initial Health Screening (as defined in Section 2.2(a)), the trained correctional officer performing the Initial Health Screening determines the Detainee may have an emergent medical condition, the Facility shall notify a Qualified Medical Professional on duty and the Qualified Medical Professional will assess said Detainee within a reasonable amount of time. If the Detainee, in the sole discretion of the Qualified Medical Professional, requires medical attention that falls outside the scope of this Agreement, the Facility shall be responsible for transporting the Detainee to an appropriate healthcare facility for evaluation.

b) Review of Initial Health Screenings. A Qualified Medical Professional will review the Initial Health Screenings of all Detainees within a reasonable time of a Detainee's intake. Any Detainee that, in the sole discretion of the reviewing Qualified Medical Professional, requires medical care will be placed on the "sick call" list or the Qualified Medical Professional may request a consult, by means of telecommunication or otherwise, with the Provider on Call.

c) Emergency Medical Conditions. Karas shall ensure that a Qualified Medical Professional shall be on site at the Facility 24 hours per day/7 days per week to respond to emergency medical problems of Detainees. Once properly notified that a Detainee has an urgent medical condition, a Qualified Medical Professional on duty will assess the Detainee within a reasonable amount of time to determine the appropriate treatment course, which may include, without limitation, on site treatment by the Qualified Medical Professional or Provider on Call, consultation with a Provider on Call via telecommunication, and/or transportation to an appropriate medical facility, which shall be provided at the sole cost of Facility

d) Sick Call and Provider Call. Karas acknowledges that Detainees have the right to request a "sick-call" appointment at any time during their detention by completing the "sick-call" appointment request form. Karas shall cause its Qualified Medical Professionals to review the "sick-call" requests daily. Each "sick-call" request will be triaged by a Qualified Medical Professional, with the more urgent requests, as determined in the sole discretion of the Qualified Medical Professional, scheduled to be seen first. Any Detainee requiring care by a Qualified Advanced Care Professional, will be placed on the "provider-call" list. Karas shall ensure that a Qualified Advanced Care Professional is on-site at the Facility at least twenty (20) hours per week to conduct "provider-call." Additionally, Karas's Qualified Advanced Care Professionals shall render an additional twenty (20) hours per week in off-site services (i.e., reviewing patient records, conducting medication reconciliations, conferring with third party physicians and providers regarding patients' medical and treatment history, etc.). A Qualified Advanced Care Professional will be available between the hours of 6 a.m. and 10 p.m. daily either in person or via means of telecommunications. In the event that the triage of sick call and doctor call requests indicates that a particular detainee requires emergent assessment or treatment during hours when a Qualified Advanced Care Professional is not available, the detainee will be sent to a local emergency room.

e) Medication Reconciliation and Administration. Karas will make every effort to provide prescription medication reconciliation within forty-eight (48) hours of a Detainee's detention; provided, however, it shall be the responsibility of the Facility to note any current prescriptions of a Detainee during the Initial Health Screening, as well as the name of Detainee's prescribing physician. Failure of the Facility to provide Karas with the necessary information to reconcile the prescription medications of Detainee shall excuse Karas from the requirement to complete reconciliation within forty-eight (48) hours of a Detainee's detention. Karas will have sole authority over the reconciliation process, including, without limitation, determining whether to continue, replace or discontinue a Detainee's medications. During the reconciliation process, Karas may use a therapeutic substitution for Detainees. Karas will not continue the routine administration of narcotic pain medication and/or benzodiazepines without prior authorization from the Detainee's prescribing provider. All prescribed medications will be administered by a Qualified Medical Professional. Karas agrees to store all medication under a locked

system and will store all controlled substances in a double locking system. All controlled substances will be counted at the end of each shift.

f) Laboratory Testing. Karas will provide on-site point of care laboratory testing.

g) Dental Services. Karas will provide, or arrange for, a dentist to provide dental services at the Facility one day per month. If the dental needs of a Detainee cannot be adequately addressed at the Facility, the Detainee will be transported to a local dental provider.

h) Mental Health Services. Karas will provide, through its Qualified Advance Care Professionals, licensed counselors, licensed clinical social workers or psychologists (collectively, "Mental Health Professionals"), the mental health services specified in this Section 2.1(h) at the Facility a minimum of forty (40) hours per week. Detainees identified in the Initial Health Screening as exhibiting withdrawal symptoms or suicidal ideations will be assessed by a Qualified Medical Professional and placed on an appropriate protocol as established by Karas. Karas may coordinate with the Detainee's current mental health provider, if applicable, in an effort to provide continuity of care. A Qualified Advance Care Professional will evaluate all current psychiatric prescriptions and will be responsible for ordering any medication management. Karas does not routinely prescribe benzodiazepines or narcotic pain medication and may choose, when possible, to use another anti-anxiety or non-narcotic pain medication. A Detainee, or Facility on behalf of a Detainee, may request a mental health evaluation at any time. Karas will utilize a triage system to schedule mental health appointments with a Mental Health Professional, with the most urgent, as determined in the sole discretion of Karas or the Mental Health Professional, being seen first.

i) Medical Records. Karas shall require its Qualified Medical Professionals to complete records (including billing records and patient medical records) relating to all professional services provided under this Agreement, including a complete medication administration record on each Detainee treated at the Facility pursuant to this Agreement. Karas shall use the Facility's electronic health record software to maintain Detainee's medical records. The Facility hereby grants Karas the right to use and access its electronic health record software for the purpose of treatment, payment or health care operations. Karas will use reasonable efforts to require a Detainee to initial or sign when medication is refused and such documentation shall be maintained in the Detainee's medical record.

2.2. Excluded Services. The following services are specifically excluded as Services and Karas shall not be responsible for providing such services hereunder (the "Excluded Services"):

a) the initial health screening, which is performed by a trained correctional officer upon intake and prior to the booking of any Detainee to determine any current illnesses, prescriptions, diagnosed mental health conditions, dental problems, allergies, special dietary needs, current alcohol and drug use and overall appearance. shall be sole responsibility of Facility ("Initial Health Screening");

- b) any medical or dental service outside the Qualified Medical Professional's licensure, specialty, practice and training;
- c) routine eye exams, eye glasses, contacts or contact solutions;
- d) any medical or dental service that cannot be performed safely or adequately at the Facility, as determined in the sole discretion of the Qualified Medical Professional; and
- e) payment of any transportation required pursuant to this Agreement.

2.3. **Staffing.** During the Term, Karas shall provide Qualified Medical Professionals and other staff to ensure the Services are provided to Detainees in a timely manner. At the request of Facility, or in Karas' discretion, staffing can be adjusted to address the needs of the Facility. Karas shall cause any staff providing services hereunder to undergo a background investigation conducted by the County, at the sole cost of County, prior to providing any services pursuant to this Agreement. The County may refuse to allow any member of Karas' staff to provide the services hereunder.

2.3.1. **Investigation of Staff Members.** Karas or his designee shall be notified prior to any interview or statements from any member of Karas's staff with respect to the investigation of any non-criminal event or occurrence involving alleged misconduct of a staff member or any other action or inaction.

2.4. **Medical Administrator.** Karas shall provide a Qualified Medical Professional to serve as medical administrator (the "Medical Administrator") who will conduct certain administrative services, including, without limitation, overseeing the daily operations of the Qualified Medical Professionals providing services hereunder, coordinating any offsite medical or dental treatments for Detainees, identifying areas of improvement on an ongoing basis, reviewing and coordinating payment of medical bills of offsite providers. The Medical Administrator shall provide services at the Facility forty (40) hours per week.

2.5. **Medical Director.** Karas will appoint a medical doctor to serve as the medical director (the "Medical Director") for the Term of this Agreement. The Medical Director will be responsible for approving and assigning all protocols developed to address the Services required to be provided hereunder. The Medical Director shall be on-site at the Facility at least six (6) hours per month.

2.6. **Hospitalization and Specialty Services.** Karas agrees to make reasonable efforts to provide the Services at the Facility. In the event a Detainee requires hospitalization, Karas, through its Qualified Medical Professionals, will work with the receiving hospital to minimize the Detainees length of stay. In the event a Detainee requires a specialty medical service that cannot be met at the Facility, as determined in the sole discretion of the Qualified Medical Professional, the Detainee may be transported to an offsite provider. The Medical Administrator shall be responsible for coordinating any offsite specialty or hospital services with the offsite provider and the Facility. The Facility shall be responsible for transporting the Detainees to and from the offsite provider.

2.7. **Quality Assurance and Utilization Review Activities.** Karas and its Qualified Medical Professionals shall contribute to and cooperate in any quality assurance and utilization review activities related to the Services upon reasonable request by Facility. Karas and its Qualified Medical Professionals will participate in the CQI program and attend scheduled committee

meetings, provided that Karas is notified at least five (5) days in advance of any scheduled committee meetings.

2.8. **Policies and Procedures.** Karas will be responsible for providing policies and procedures for the medical, dental and mental health care of the Detainees in compliance with the Arkansas Criminal Detention Center Standards 2014, Chapter IX, Medical, Dental and Mental Health Care Services.

2.9. **Monthly Reports.** Karas agrees to provide the Facility with a monthly report on the following: (i) money expended by Karas in order to provide the Services; (ii) number of Detainee hospital visits; (iii) number of Detainee off-site provider visits, including dental visits; (iv) number of TB skin tests; (v) number of mental health visits; (vi) number of Hep B vaccines; (vii) number of pre-employment physicals; and (viii) number of deaths.

2.10. **Compliance with Laws, Regulations, and Standards.** Karas shall at all times comply, and shall require its Qualified Medical Professionals to comply, with the applicable terms of this Agreement and with all applicable federal, state, and local statutes, rules, regulations, and standards applicable to the Facility.

3. CONFIDENTIALITY

3.1. **Duty of Care.** The party receiving Confidential Information (the "Recipient") shall use the same degree of care and protection with respect to the Confidential Information of the party disclosing Confidential Information (the "Discloser") that it exercises with respect to its own Confidential Information, but in all events at least a reasonable degree of care.

3.2. **Disclosures.** Except as hereinafter permitted in this Section, without the prior written consent of the Discloser, the Recipient shall not, directly or indirectly, disclose, distribute, republish, transmit, or otherwise make available, the Discloser's Confidential Information to any third party. Notwithstanding the foregoing:

a) the Recipient may disclose the Discloser's Confidential Information as expressly permitted under the terms of the Agreement,

b) the Recipient may disclose the Discloser's Confidential Information to: (i) the employees of the Recipient and its Affiliates or (ii) third parties who or that have a reasonable need to know in connection with the Agreement,

c) the Recipient may disclose the Discloser's Confidential Information to its attorneys, accountants, financial advisors, and other similar advisors, who or that have a reasonable need to know such Confidential Information and are bound by contractual obligations or professional duties respecting such information that are no less restrictive than those set forth in this Section 3, and

d) provided that any such disclosure is made in accordance with the terms of Section 3.5, the Recipient may disclose the Discloser's Confidential Information if the disclosure is required by applicable laws or regulations, subpoena, or by any other similar legal or regulatory process.

3.3. **Uses.** Without the prior written consent of the Discloser, the Recipient shall not directly or indirectly use or allow its employees, agents or contractors to use the Discloser's Confidential

Information except as reasonably necessary in connection with the Agreement including, without limitation, in connection with a party's performance of its obligations under the Agreement and/or a party's exercise of rights granted under the Agreement.

3.4. Return or Destruction. Subject to the further terms of this Section, and except as otherwise permitted under the Agreement, upon the Discloser's written request, the Recipient promptly shall: (a) return to the Discloser, or at the Discloser's request, delete or destroy, all Discloser Confidential Information then in its possession or under its control, in whatever form, and (b) unless the Discloser otherwise consents in writing, return to the Discloser, or delete or destroy, any copies, duplicates, summaries, abstracts or other representations of any such Confidential Information or any part thereof, in whatever form, then in the possession or under the control of the Recipient. Notwithstanding any of the foregoing: (c) the Recipient may retain the Discloser's Confidential Information (including copies, duplicates, summaries, abstracts or other representations of any such Confidential Information) to the extent, and only as long as (i) permitted under the Agreement, (ii) required by applicable law, (iii) any of such Confidential Information is not reasonably available for return, deletion or destruction (in which case Recipient may retain, delete and destroy such Confidential Information in accordance with its records retention program). All such Confidential Information retained by the Recipient pursuant to this Section shall continue to be subject to the terms of the Agreement for as long as such information is retained by the Recipient.

3.5. Notification Obligation. If the Recipient becomes aware of any unauthorized use or disclosure of the Discloser's Confidential Information, the Recipient promptly and fully shall notify the Discloser of all facts known to it concerning such unauthorized use or disclosure.

3.6. Ownership. Each party's Confidential Information is and shall remain the sole and exclusive property of that party.

4. COMPENSATION

4.1. Copayments. Detainees shall be charged a copayment for "Provider call" visits (\$20), "Dental call" visits (\$20), "Sick call" visits (\$10), Prescription medications (\$10) and over-the-counter medications (\$5). The Facility will charge and collect the copayment from Detainees, and shall remit the same to Karas on a quarterly basis. Karas agrees to submit a weekly report to the Facility of the Services provided to each Detainee. Karas will not deny access to any of the Services provided hereunder based on a Detainee's inability to pay.

4.2. Compensation to Karas. In consideration of Karas's provision of Services pursuant to this Agreement, Facility shall pay to Karas the total amount One Million Three Hundred Seventy-Four Thousand and 0/100 (\$1,374,000.00) through twelve monthly installments of One Hundred Fourteen Thousand Five Hundred Fifty Dollars and 00/100 (\$114,500.00) (the "Total Remittance") due on or before the fifth day of each month during the term of this Agreement, beginning with January of 2021. The Total Remittance shall consist of two components. One Million One Hundred Ninety-Nine Thousand Dollars and 0/100 (\$1,199,000.00) of the Total Remittance shall be compensation to Karas for the Services performed hereunder, and each monthly payment of the Total Remittance shall include 1/12 of this compensation payment (\$99,916.66). The remaining One Hundred and Seventy-Five Thousand Dollars and 0/100 (\$175,000.00) of the Total Remittance shall be referred to as the "Facility Expense Advance." Each monthly payment of the Total Remittance shall include 1/12 of the Facility Expense Advance (\$14,583.33). Each payment of the Facility Expense Advance to Karas may be comingled with other funds of Karas, but shall be accounted for separately by Karas. The

Facility Expense Advance funds shall be used by Karas to pay for expenses deemed reasonable and appropriate by Karas that are designated as Facility's responsibility (the "Facility Expenses") on the attached Exhibit A.

4.3. **Costs.** Karas and Facility each hereby agree they will be responsible for payment of costs related to the Services in accordance with the table attached hereto as Exhibit A. As set forth above, Karas shall receive from Facility a Facility Expense Advance in the amount of \$14,583.33 per month to be utilized for payment of Facility Expenses. Karas shall be responsible for accounting for all Facility Expense Advance funds received and all Facility Expenses paid by Karas. Karas shall submit such accounting to Facility upon Facility's request, but not less frequently than quarterly. The Facility Expense Advance funds shall be reconciled each quarter, or at such frequency as may be otherwise agreed to by Karas and Facility. Through the reconciliation process, Karas shall provide to Facility an accounting for the total Facility Expense Advance funds received to date as well as the total of Facility Expenses paid by Karas. Upon reconciliation, Karas shall refund to Facility any Facility Expense Advance funds which remain on hand after payment of Facility Expenses. In the event that Karas pays Facility Expenses in excess of the amount of Facility Expense Advance funds received, Facility shall reimburse Karas for such excess payments.

5. TERM AND TERMINATION

- 5.1. **Term.** Unless earlier terminated as set forth in this Agreement, the initial term of this Agreement shall begin as of the Effective Date and shall continue until December 31, 2018 (the "Initial Term"). After expiration of the Initial Term, this Agreement may be renewed upon mutual agreement of the parties (the "Renewal Term"). The Initial Term, together with any Renewal Term(s), shall constitute the "Term" of this Agreement.
- 5.2. **With-Cause Termination.** In the event either party breaches its obligations under this Agreement, the non-breaching party shall have the right to terminate this Agreement by providing written notice to the breaching party and following the procedures set forth in this Section. Any such notice shall specify the actions or inactions giving rise to a breach of this Agreement and the parties shall meet within fourteen (14) days to develop a plan of correction to cure the breach. The breaching party shall proceed to cure the breach in accordance with the agreed upon plan of correction and, in the event the breaching party has not cured, or made substantial progress in curing, the breach within the agreed upon timeline to accomplish the plan of correction, or in the event that the parties do not agree upon a mutually acceptable plan of correction or timeline, the non-breaching party may thereupon terminate this Agreement as of the sixtieth (60th) day following the original provision of notice.
- 5.3. **Without Cause Termination.** Either party may terminate this agreement without cause by providing at least sixty (60) days prior written notice to the other party.
- 5.4. **Jeopardy.** Notwithstanding anything herein to the contrary, in the event this Agreement or the performance by any party hereto of any term, covenant, condition, or provision of this Agreement is likely to expose a party or its affiliates to a material risk of: (a) loss of licensure; (b) loss of participation in, or the payment or reimbursement from, the Medicare program, state-sponsored Medicaid program, or other reimbursement or payment programs; (c) loss of full accreditation by any state or nationally recognized accrediting organization; (d) a violation of any federal, state, or local law, rule, or regulation that is applicable to either party or this Agreement (whether or not, in the case of a change in law, regulation, or other standard, such change has become effective) (any such event shall be referred to herein as a "Jeopardy Issue"),

then either party may give written notice of the Jeopardy Issue to the other party. The notice shall be accompanied by an opinion of legal counsel of the party providing the notice that describes the Jeopardy Issue and, if applicable, potential corrective action for the Jeopardy Issue. The parties shall immediately initiate negotiations to resolve the Jeopardy Issue through amendments to this Agreement or other corrective action by meeting, with their respective legal counsel, on a regular basis over a period of up to fourteen (14) days following receipt of the written notice in order to consider all reasonable alternative approaches to resolve the Jeopardy Issue with the objective of agreeing upon a resolution that minimizes, to the extent feasible, any adverse impact on any party. If the parties are unable to agree upon an amendment or other corrective action to resolve the Jeopardy Issue by the end of the fourteen (14)-day negotiation process, then either party may, at its option, terminate this Agreement forthwith.

6. INSURANCE AND INDEMNITY

- 6.1. **Karas's Liability Insurance.** Karas shall, at Karas's sole cost and expense, procure, keep, and maintain throughout the Term of this Agreement, One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate for professional liability covering Karas and the MDs providing Services pursuant to this Agreement and applicable state statutory limits for workers compensation.
- 6.2. **Facility's Coverage.** Facility shall, at its sole cost and expense, procure, keep, and maintain coverage for any claim brought by any person against Karas as well as its officers, employees, agents, and contractors (i.e. contracted dentist) (collectively, the "Karas Covered Parties"), seeking monetary, injunctive, equitable or other relief as a result of any alleged action or inaction on the part of the Karas Covered Parties in conjunction with the performance of Karas's obligations under this Agreement, including all prior and future iterations hereof, which is alleged to have constituted a deprivation of the claimant's civil rights guaranteed by the laws, statutes, or constitutions of the United States or the State of Arkansas (the "Covered Claims"). Facility agrees to indemnify and hold harmless Karas and the Karas Covered Parties from all Covered Claims, as well as any and all attorney's fees and costs attributable thereto. Facility further agrees to provide a defense for the Karas Covered Parties with respect to the Covered Claims through licensed counsel of Facility's choosing. Facility's obligations to insure against, indemnify from and provide a defense with respect to the Covered Claims shall survive the termination of this Agreement and shall remain in full force and effect with respect to any Covered Claim existing now or hereafter brought against a Karas Covered Party, whether during the term of this Agreement or thereafter.
- 6.3. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY DAMAGES, IRRESPECTIVE OF THE NATURE OF THE ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, FOR LOSS OF PROFITS, LOSS OF USE, BUSINESS LOSSES, OR ANY OTHER INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, EVEN IF THE APPLICABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. This Section shall survive the expiration or termination of this Agreement for any reason until the expiration of the applicable statute of limitations period.

7. RELATIONSHIP OF THE PARTIES

- 7.1. **Exclusivity.** Except as otherwise expressly provided herein, Facility will not employ or contract with any other physician or third party other than Karas for the Services unless Karas is unable to provide the required staffing under this Agreement.
- 7.2. **Status of Karas.** In the performance of the duties and obligations of Karas under this Agreement, it is mutually understood and agreed that Karas and each person provided by Karas to provide the Services hereunder is at all times acting and performing as an independent contractor of Facility; that Facility shall neither have nor exercise any control or direction over the methods by which Karas or its Qualified Medical Professionals or Mental Health Professionals shall perform their work and functions, except that Karas and its Qualified Medical Professionals and Mental Health Professionals are expected to perform their work and functions at all times in accordance with then currently approved methods and practices of their professional Specialty; and that the sole interest of Facility is that the Services under this Agreement are performed and rendered in a competent, efficient, and satisfactory manner in accordance with community medical standards. The duties of Karas and the Qualified Medical Professionals and Mental Health Professionals under this Agreement shall not be interpreted in any way to interfere with, compromise, or supersede the exercise of their independent medical judgment when treating or consulting in the care and treatment of Detainees. It is expressly agreed by the parties hereto that no work, act, commission, or omission of Karas shall be construed to make or render Karas the agent, employee, or servant of Facility.
- 7.3. **No Benefits or Withholding.** Neither Karas nor any of its employees, agents, or subcontractors shall have any claim under this Agreement or otherwise against Facility for workers' compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other benefits. Facility shall not withhold, or in any way be responsible for, the payment of any federal, state, or local income taxes, F.I.C.A. taxes, F.U.T.A. taxes, unemployment compensation or workers' compensation contributions, Social Security, or any other payments or withholdings pursuant to any law or requirement of any governmental body/agency on behalf of Karas or any of its employees, agents, or subcontractors, and all such withholdings, payments, or obligations shall be the sole responsibility of Karas. In the event that the Internal Revenue Service ("IRS") or other governmental body/agency should question or challenge the independent contractor status of Karas, Facility shall have the right to participate in any discussion or negotiation occurring with the IRS or other such governmental body/agency, irrespective of by whom such discussions or negotiations were initiated. This Section shall survive the expiration or termination of this Agreement for any reason.

8. GENERAL PROVISIONS

- 8.1. **Compliance with HIPAA.** HIPAA governs the use and disclosure of an individual's Protected Health Information. The parties intend to comply with the applicable requirements of HIPAA in connection with this Agreement. The parties acknowledge that each party can use and disclose Protected Health Information under HIPAA for the purpose of treatment of the Detainee and for the purpose of obtaining payment for such treatment and, in certain instances, for the purposes of the health care operations of each party.
- 8.2. **Attorneys' Fees.** In the event that any action is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorneys' fees incurred therein from the non-prevailing party, in addition to such other relief as the court may deem appropriate.

8.3. **Notices.** Whenever under the terms of this Agreement written notice is required or permitted to be given by any party to any other party, such notice shall be in writing and shall be deemed to have been sufficiently given if personally delivered, delivered by a national overnight courier service (such as Federal Express), transmitted by electronic facsimile, or deposited in the United States Mail, in a properly stamped envelope, certified or registered mail, return-receipt-requested, addressed to the party to whom it is to be given, at the address hereinafter set forth. Any party hereto may change its address by written notice in accordance with this Section.

If to Facility:
Washington County Sheriff
Attn: Detention Supervisor
1155 Clydesdale
Fayetteville, AR 72701

If to Karas:
Karas Correctional Health, P.L.L.C.
1041 North Garland Avenue
Fayetteville, Arkansas 72703

With a copy to:
Kutak Rock LLP
234 East Millsap Road
Suite 200
Fayetteville, Arkansas 72703
Attn: Kyle T. Unser

8.4. **Assignment.** Neither party shall have the right or the power to assign this Agreement nor any of the rights or obligations inuring to or imposed upon it herein without the prior written consent of the other party, which consent shall not be unreasonably withheld, and any attempted or purported assignment without such prior written consent shall be null and void and of no effect.

8.5. **No Third Party Rights.** This Agreement has been made and is made solely for the benefit of the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement.

8.6. **Waiver.** All waivers of rights, powers, and remedies by a party to this Agreement must be in writing. No delay, omission, or failure by a party to exercise any right, power, or remedy to which a party may be entitled shall impair any such right, power, or remedy, nor shall such be construed as a release by a party of such right, power, or remedy or as a waiver of or acquiescence in any such action, unless such action shall have been cured in accordance with the terms of this Agreement. A waiver by a party of any right, power, or remedy in any one instance shall not constitute a waiver of the same or any other right, power or remedy in any other instance.

8.7. **Headings.** The headings contained in this Agreement are for convenience of reference only and shall in no way be held or deemed to be a part of or affect the interpretation of this Agreement.

- 8.8. **Schedules and Exhibits.** All exhibits and schedules referred to in this Agreement are incorporated herein by reference.
- 8.9. **Severability.** The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
- 8.10. **Entire Agreement.** This Agreement and all Exhibits and Schedules hereto constitute the entire agreement between the parties with regard to the subject matter hereof and thereof. This Agreement supersedes all previous agreements between or among the parties with regard to the subject matter. There are no agreements, representations, or warranties between or among the parties other than those set forth in this Agreement or the documents and agreements referred to in this Agreement.
- 8.11. **Amendments.** This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by both parties.
- 8.12. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas applicable to agreements made and to be performed wholly within that state, irrespective of such state's choice-of-law principles. Venue shall lie in Washington County, Arkansas.
- 8.13. **Continuing Obligations.** Whether specifically identified or not, the obligations of the parties under this Agreement which by their nature or content would continue beyond the expiration or termination of this Agreement shall survive any expiration or termination of this Agreement.
- 8.14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- 8.15. **Israel.** Kara agrees that it is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

Facility:

DocuSigned by:

Joseph Wood

By: 34F19462757444F...

Joseph Wood, County Judge
Washington County, Arkansas

Date: Dec 28, 2020 | 10:45 AM CST

DocuSigned by:

Tim Helder

ABF7527CDFB45C...

By: *Tim Helder*

Tim Helder, County Sheriff
Washington County, Arkansas

Date: 12/28/2020

Karas:

Karas Correctional Health, P.L.L.C., an Arkansas professional limited liability company

By: *Robert Karas M.D.*

Robert Karas, M.D., P.A., Sole Owner

Date: 12/21/2020

SCHEDULE 2.1

SERVICES

1. Karas shall provide, and shall cause its Qualified Medical Professionals to provide, all medically necessary professional medical services to Detainees at the Facility as are consistent with the Qualified Medical Professional's licensure, specialty, practice, and training.

2. Karas shall cause its Qualified Medical Professionals to perform the duties listed below and will be responsible for assigning such duties to the Qualified Medical Professionals based on the Qualified Medical Professional's licensure, specialty, practice, and training:

- a) Conduct "sick-call" daily;
- b) Provide TB skin tests for Facility employees and Detainees;
- c) Report all positive TB results to the TB Director at the Arkansas Department of Health;
- d) Workman's compensation initial assessment and drug screen;
- e) Request and review outside mental health and medical records;
- f) Medication reconciliation and ordering;
- g) Maintain Medication Administration Records per Facility standards;
- h) Inventory medications and supplies and restock medications, supplies and medication carts;
- i) Promptly respond to radio traffic for medical emergencies;
- j) Review all medical diet requests of Detainees, order medically necessary dietary modifications and coordinate medically necessary diets with the food service department;
- k) Review laboratory results and Capillary Blood Glucose logs (weekly);
- l) Coordinate medical care for ADC detainees, and U.S. Marshall detainees, which may include calling for off-site appointments, coordinating directly with ADC for their detainees medical treatment per ADC standards, coordinating medical care of U.S. Marshals for their detainees according to U.S. Marshals standards, faxing medical appointments and procedure requests to the U.S. Marshals for approval, and coordinating billing with ADC and U.S. Marshals;
- m) Review all bills and coordinate rate adjustments of offsite or contracted providers and pay all offsite or contracted facilities within 45 days of bill receipt;
- n) Assist Facility in coordinating Medicaid coverage for Detainees hospitalized greater than 24 hours;

- o) Provide Hepatitis B vaccines for employees and Hep B declination form management;
- p) Conduct venipuncture, wound repair (stapling and suturing by PA, APRN, or MD), casting and splinting of fractured bones, diagnostic imaging;
- q) Participate in JEMI;
- r) Administer medications;
- s) Review intake health screenings;
- t) Coordinate hospitalizations, outside medical care and appointments;
- u) Drug screens (309's returning from furlough, Detainees when ordered, Workers compensation injuries);
- v) Provide medical care for JDC Detainees charged as adults;
- w) Respond to Detainee medical, dental, mental health requests using Kiosk system provided by the Facility;
- x) Complete any medical paperwork and transmit the paperwork to the appropriate agency; and
- y) Perform peritoneal dialysis on-site if indicated

EXHIBIT A

FINANCIAL OBLIGATIONS

Expenditure	Financial Responsibility
Qualified Health Care Professional Salaries	Karas
Medical Provider Salaries	Karas
Mental Health Provider Salaries	Karas
Dental Health Services	Facility
Prescription Medications	Facility
OTC Medications	Facility
Detainee Tubersol (TB Skin Test)	Facility
Facility Employee Tubersol (TB Skin Test)	Facility
Facility Employee Rep B Vaccine	Facility
Office Supplies; Paper, staples, copies, pens, etc.	Karas
Phone, phone service, and fax	Facility
Computer	Facility
Electronic Health Record	Facility
Internet service	Facility
Medical Supplies	Facility
Ancillary Services: X-ray, MRI, CT Scan, U/S, specialist visits	Facility
Clinical Lab Services	Facility
Training for Detention Center Staff	Karas
Hazardous Waste Disposal	Karas
Any County, State, National Required Licenses/Permits	Facility
Medical Equipment Less Than \$500	Karas
Repair of Medical Equipment Owned by Karas Health Care	Karas
Required Malpractice Insurance	Karas
Repair of Medical Equipment Owned by Facility County	Facility
Hospitalization and Emergency Care	Facility
Offsite specialty medical services	Facility
Transportation	Facility

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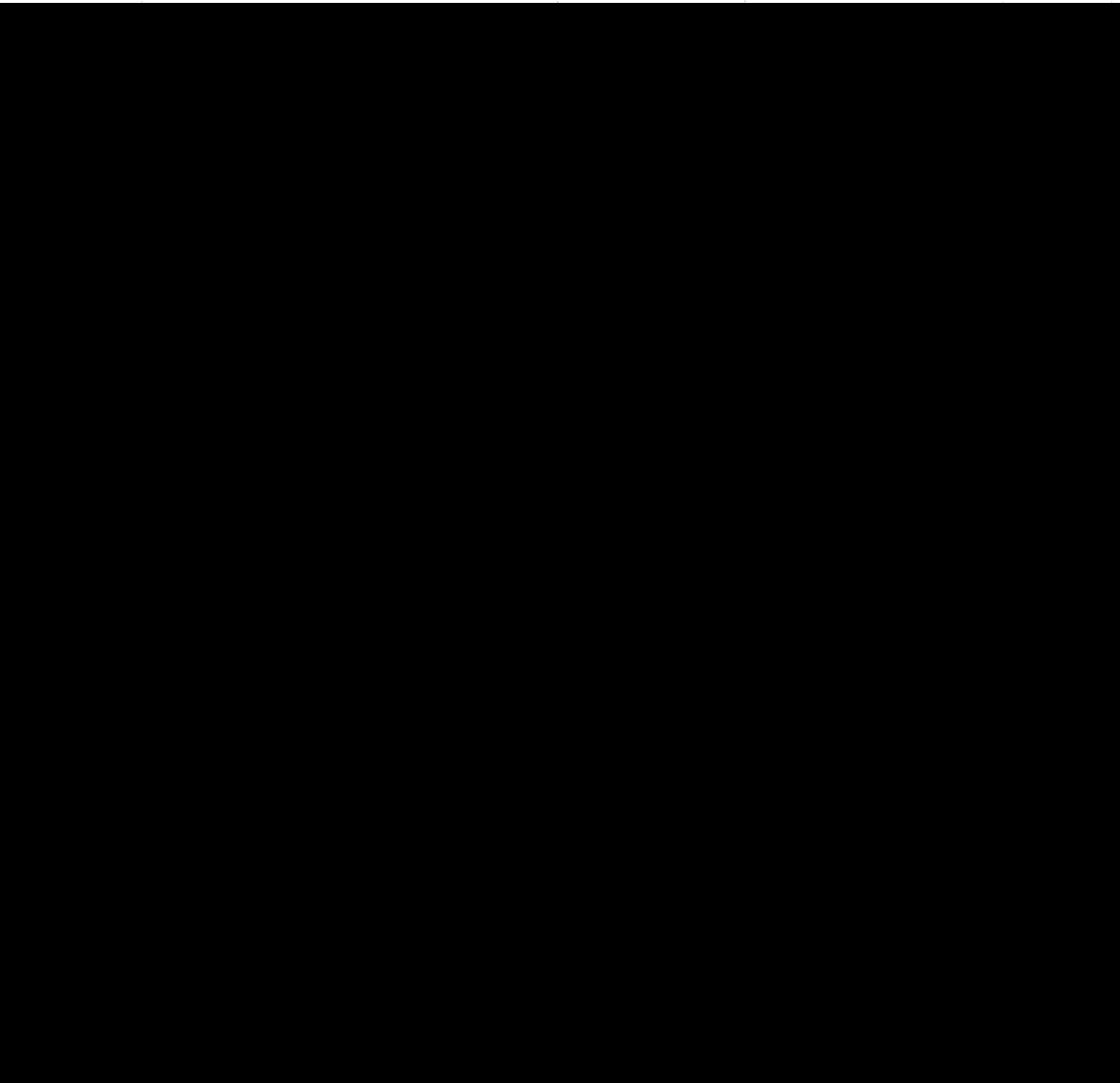
Live+Well Pharmacy
767 W. North St. Ste 2
FAYETTEVILLE, AR 72701

09/02/2021

Detailed Dispensing ADH Request

11/01/2020 to 09/02/2021

Date	Rx Number	Patient	Doctor	Drug	Quan.
11/06/2020		KARAS CORRECTIONAL	HINLEY, KELLEY	IVERMECTIN 3MG	40
11/12/2020		KARAS CORRECTIONAL	KARAS, ROB	IVERMECTIN 3MG	40
11/16/2020		KARAS CORRECTIONAL	KARAS, ROB	IVERMECTIN 3MG	60
11/20/2020		KARAS CORRECTIONAL	KARAS, ROB	IVERMECTIN 3MG	60



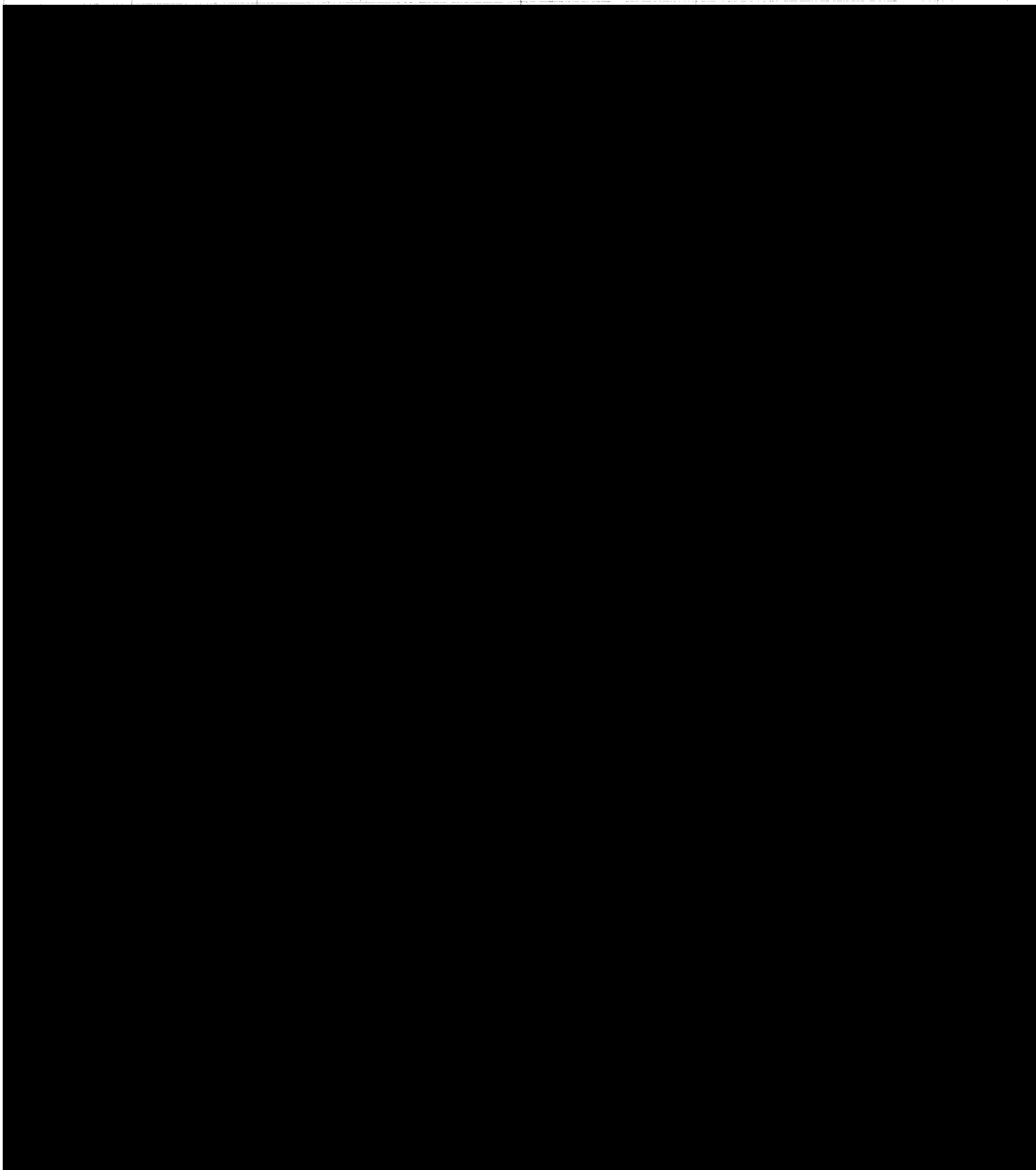
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Live+Well Pharmacy
767 W. North St. Ste 2
FAYETTEVILLE, AR 72701

09/02/2021

11/01/2020 to 09/02/2021

Date ▲	Rx Number	Patient	Doctor	Drug	Quan.
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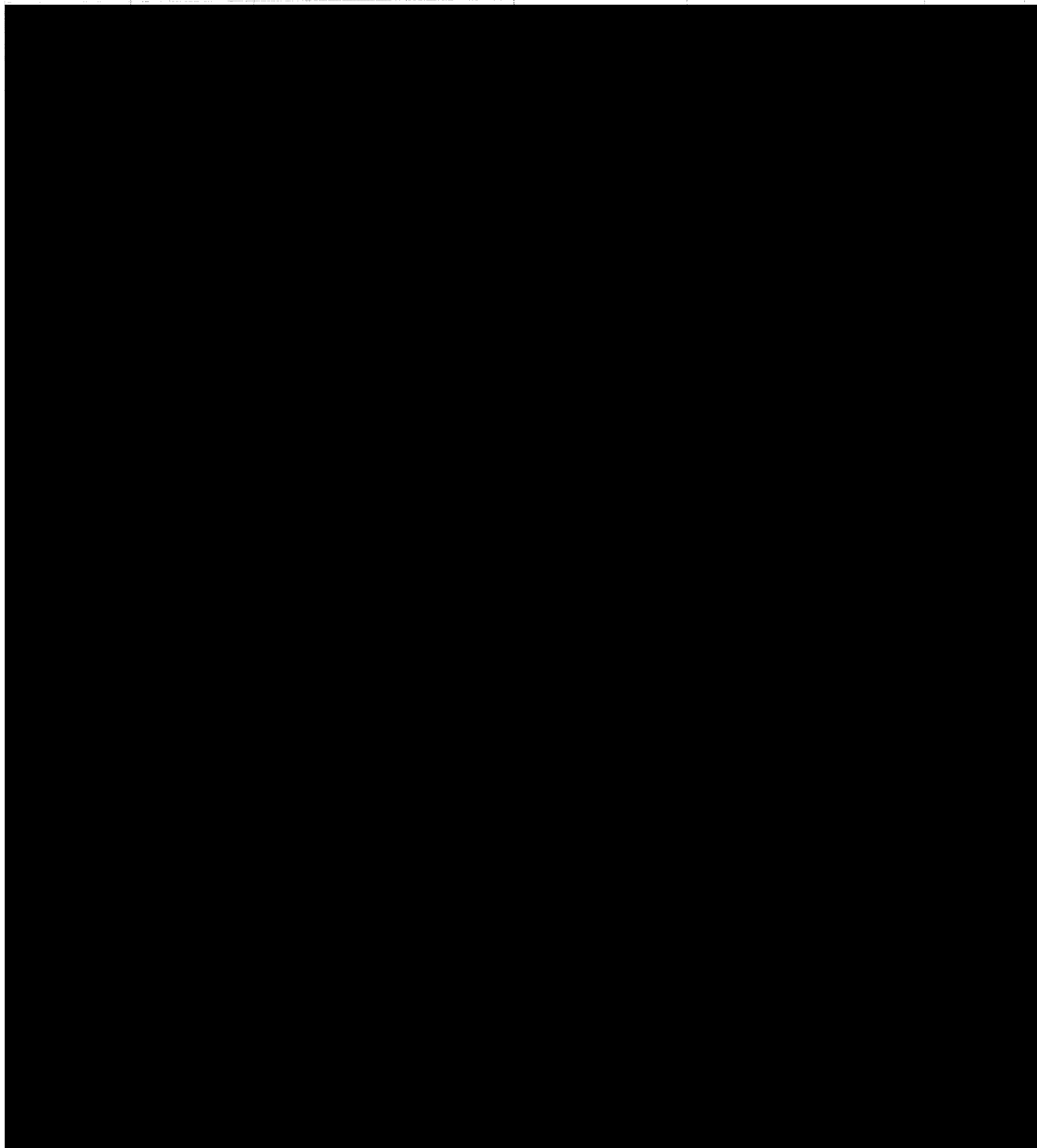
6:30 PM

Live+Well Pharmacy
767 W. North St. Ste 2
FAYETTEVILLE, AR 72701

09/02/2021

11/01/2020 to 09/02/2021

Date ▲	Rx Number	Patient	Doctor	Drug	Quan.
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6:30 PM

Live+Well Pharmacy
767 W. North St. Ste 2
FAYETTEVILLE, AR 72701

09/02/2021

11/01/2020 to 09/02/2021

Date ▲	Rx Number	Patient	Doctor	Drug	Quan.
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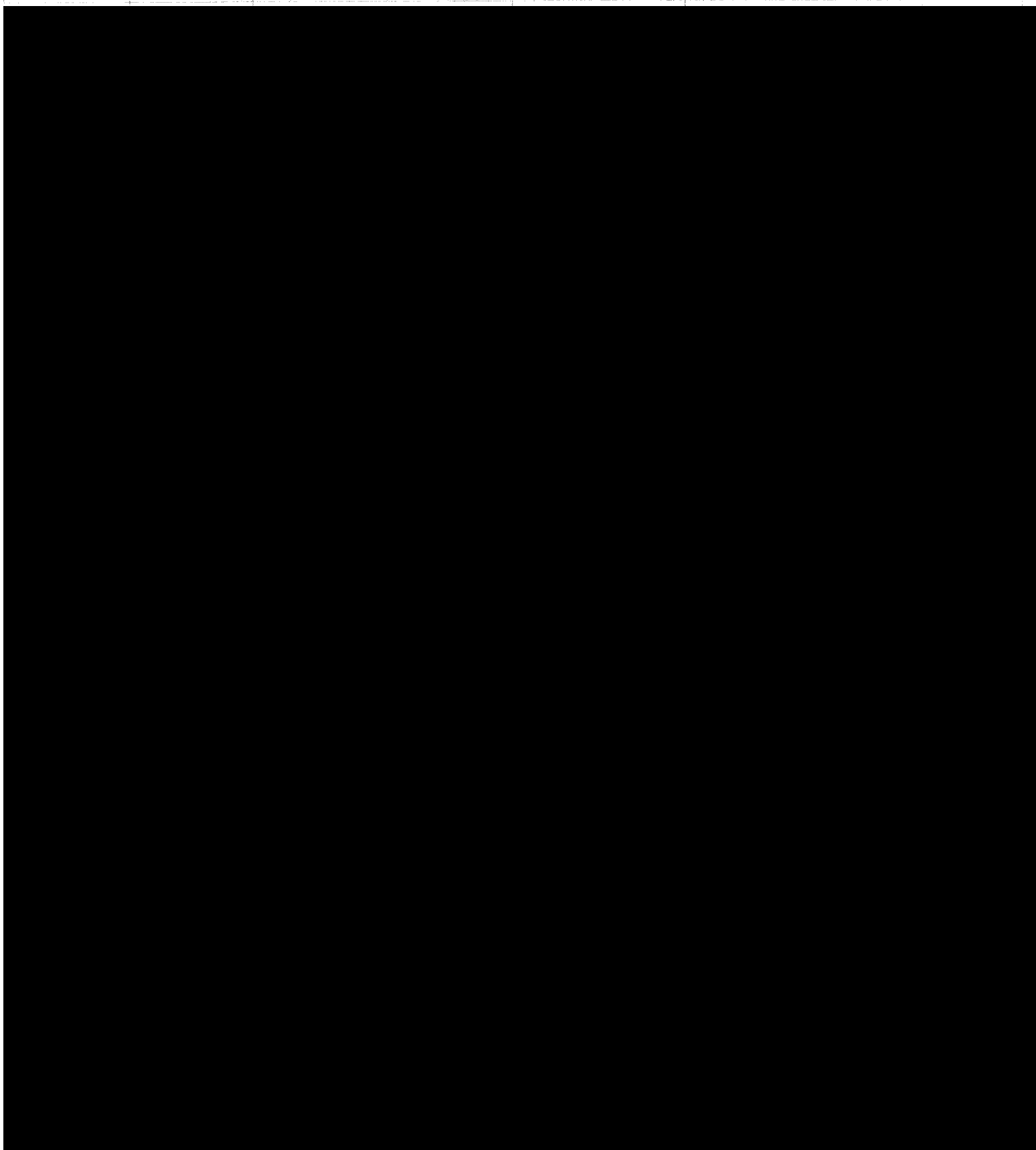
6:30 PM

Live+Well Pharmacy
767 W. North St. Ste 2
FAYETTEVILLE, AR 72701

09/02/2021

11/01/2020 to 09/02/2021

Date ▲	Rx Number	Patient	Doctor	Drug	Quan.
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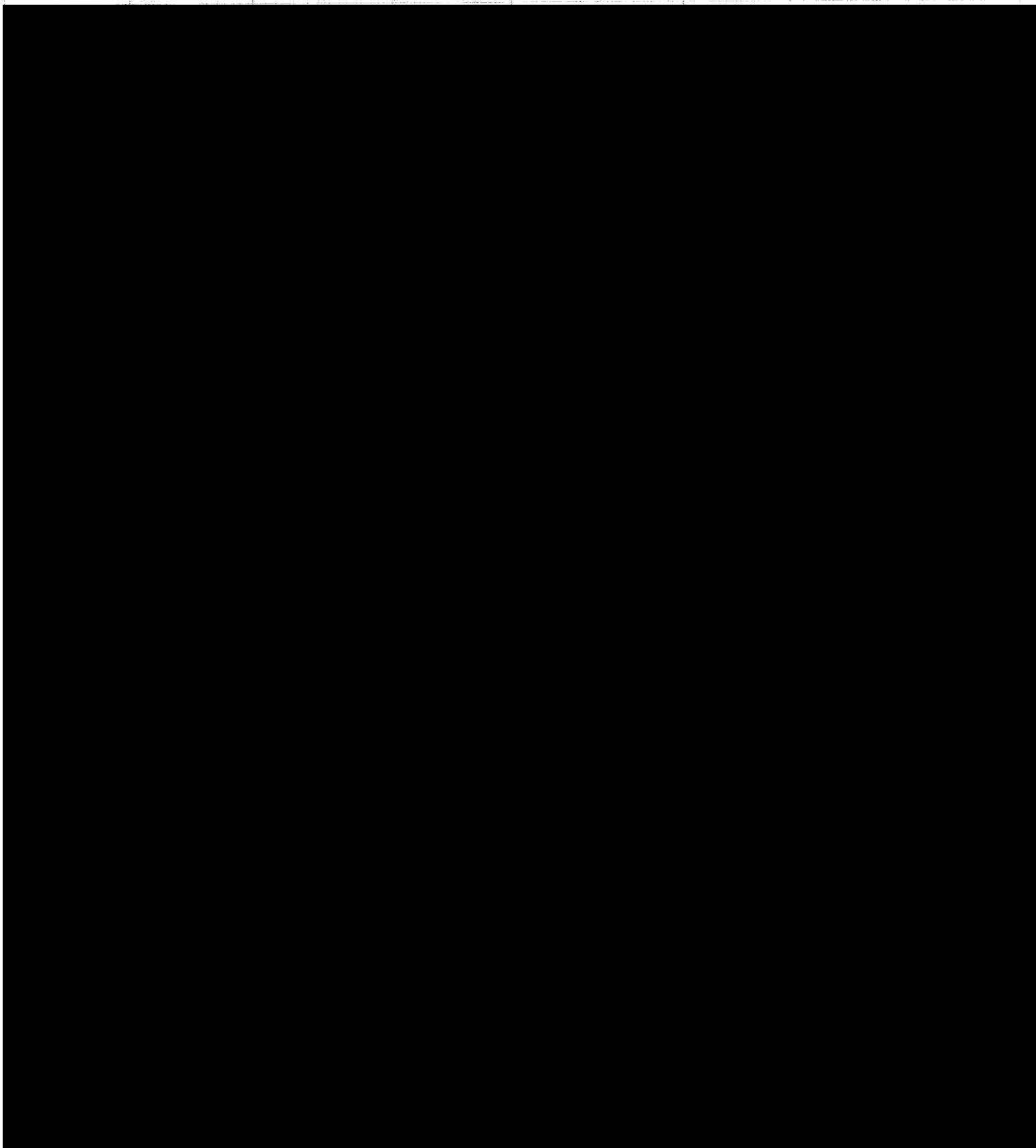
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Live+Well Pharmacy
767 W. North St. Ste 2
FAYETTEVILLE, AR 72701

09/02/2021

11/01/2020 to 09/02/2021

Date ▲	Rx Number	Patient	Doctor	Drug	Quan.
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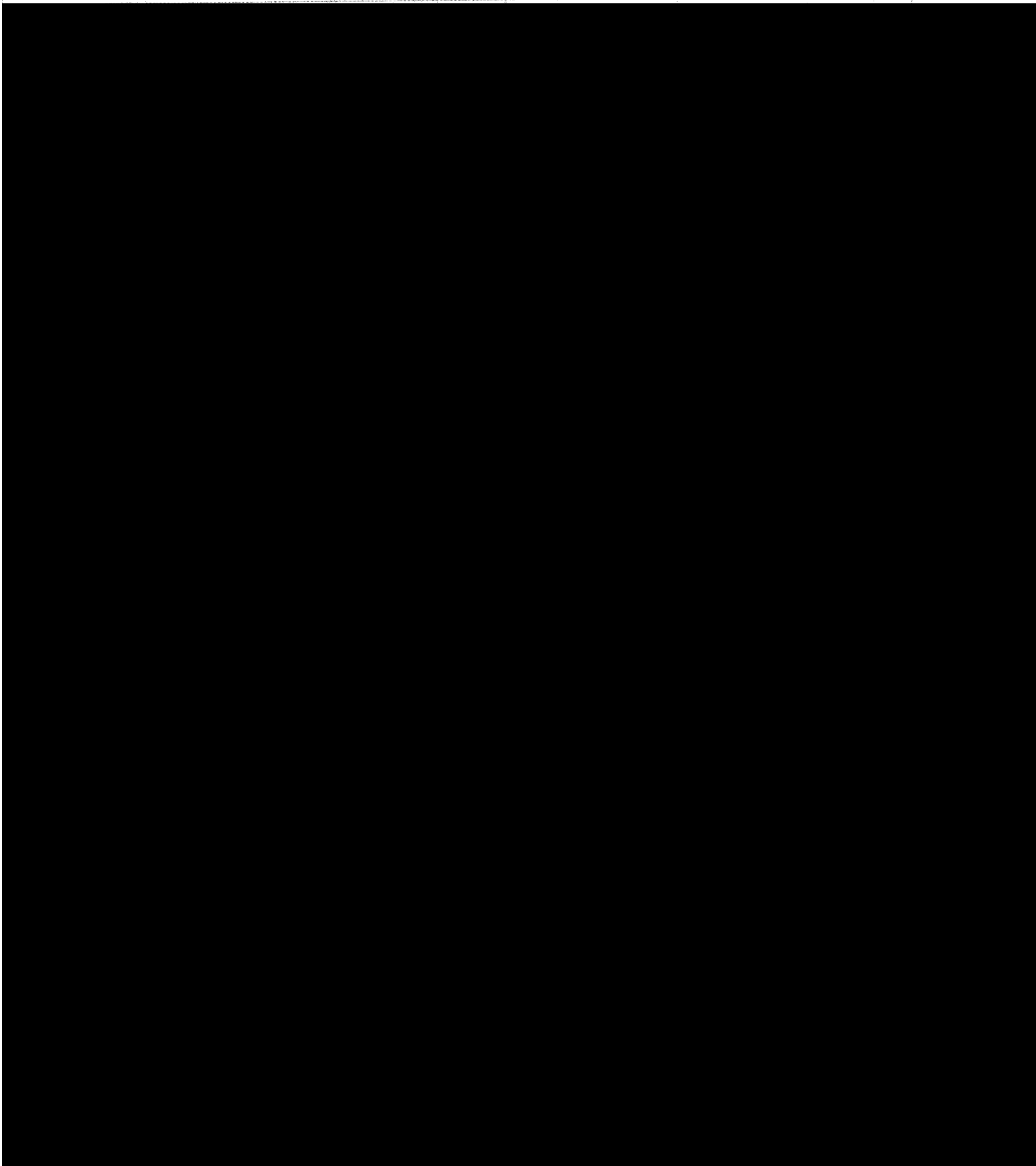


Live+Well Pharmacy
767 W. North St. Ste 2
FAYETTEVILLE, AR 72701

09/02/2021

6:30 PM

11/01/2020 to 09/02/2021



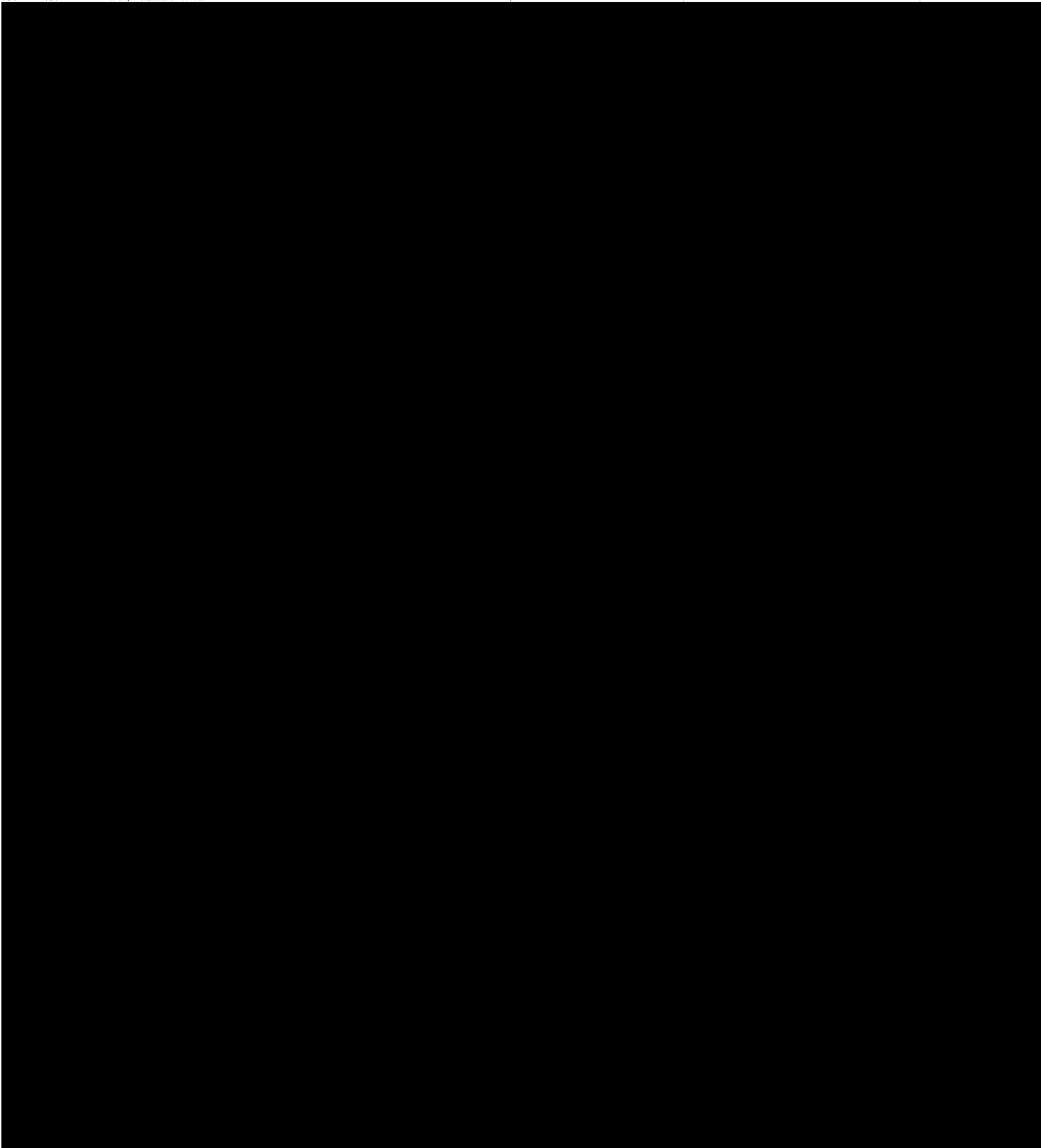
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Live+Well Pharmacy
767 W. North St. Ste 2
FAYETTEVILLE, AR 72701

09/02/2021

11/01/2020 to 09/02/2021

Date ▲	Rx Number	Patient	Doctor	Drug	Quan.
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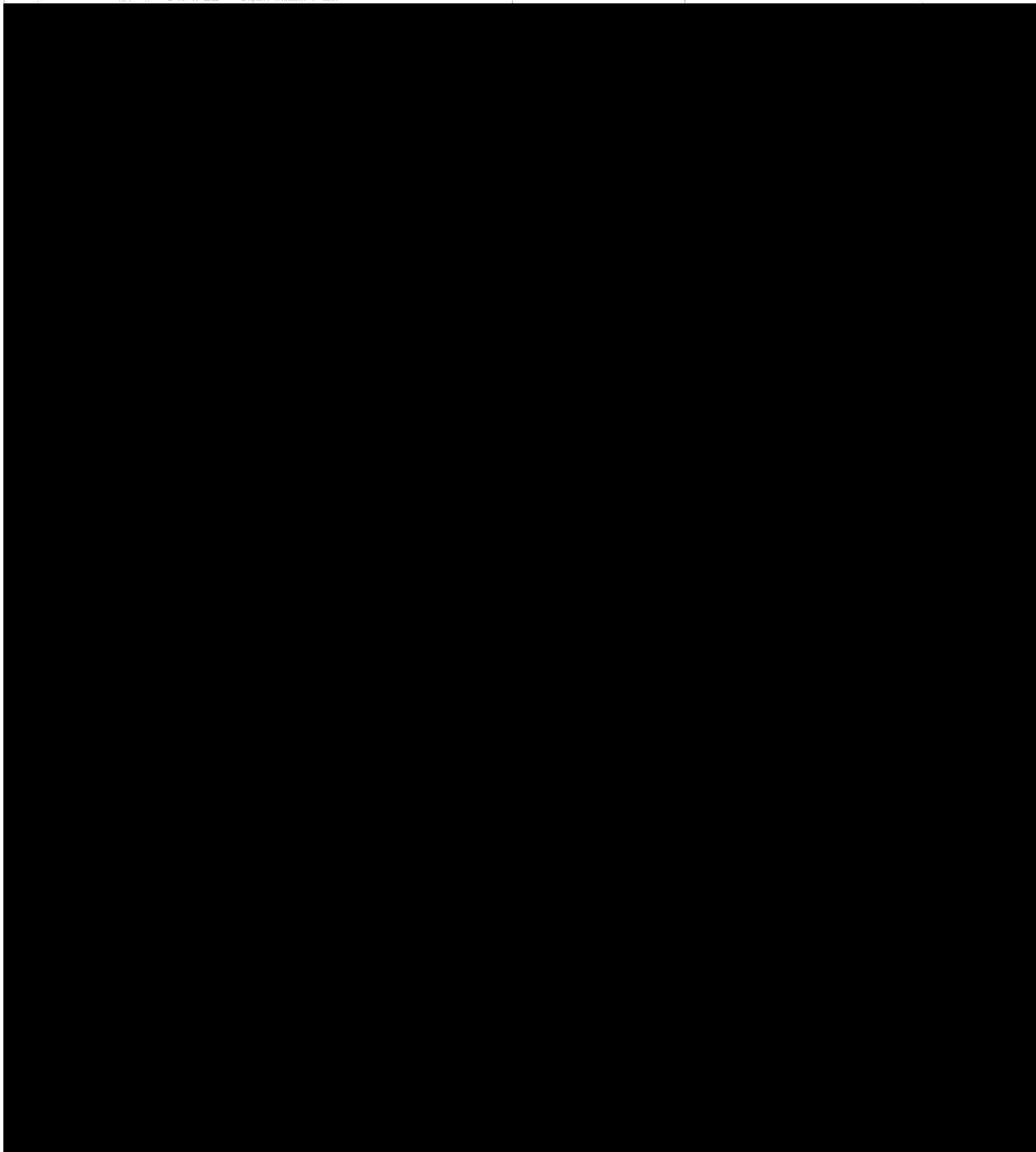
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Live+Well Pharmacy
767 W. North St. Ste 2
FAYETTEVILLE, AR 72701

09/02/2021

11/01/2020 to 09/02/2021

Date ▲	Rx Number	Patient	Doctor	Drug	Quan.
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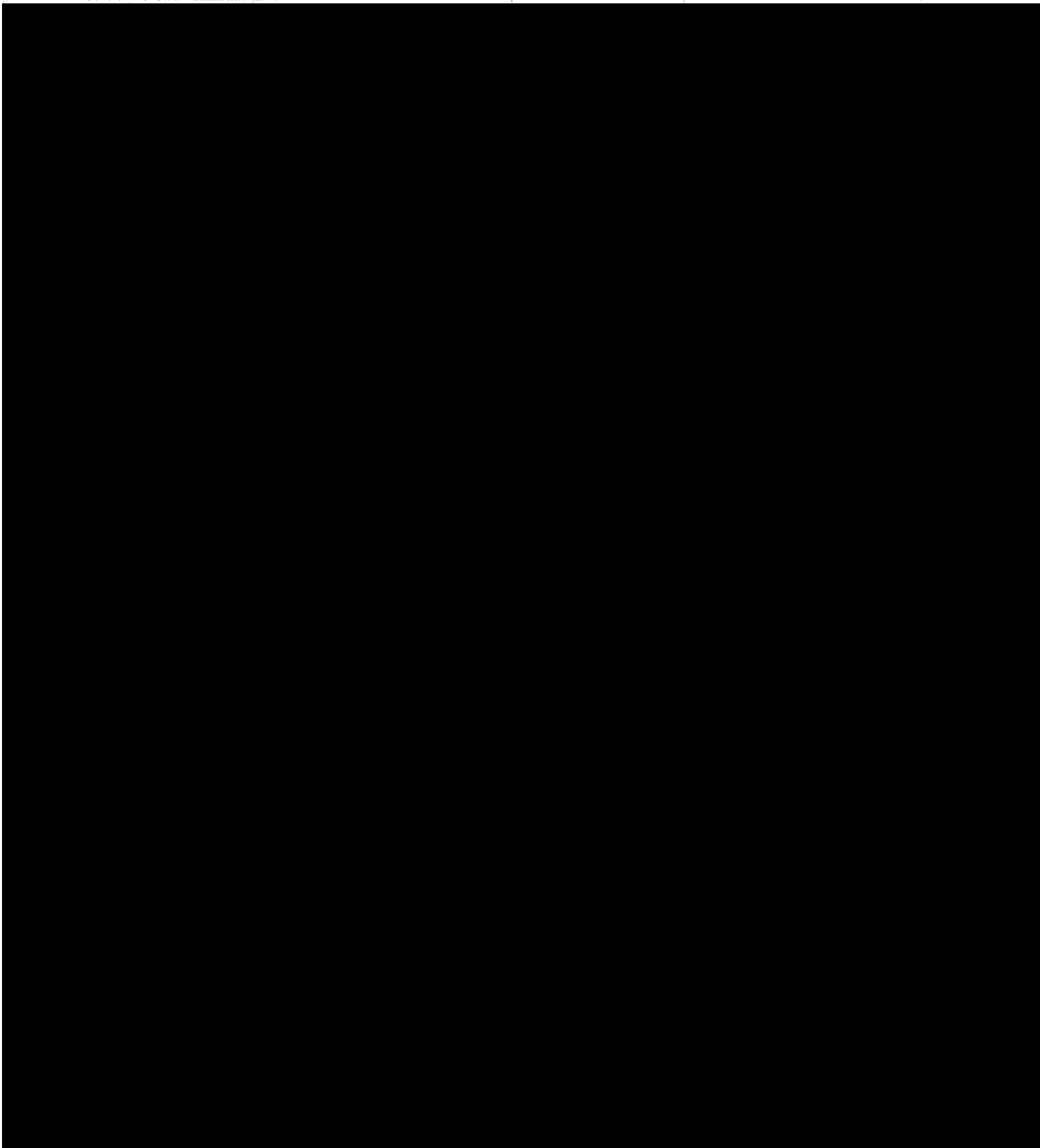
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Live+Well Pharmacy
767 W. North St. Ste 2
FAYETTEVILLE, AR 72701

09/02/2021

11/01/2020 to 09/02/2021

Date ▲	Rx Number	Patient	Doctor	Drug	Quan.
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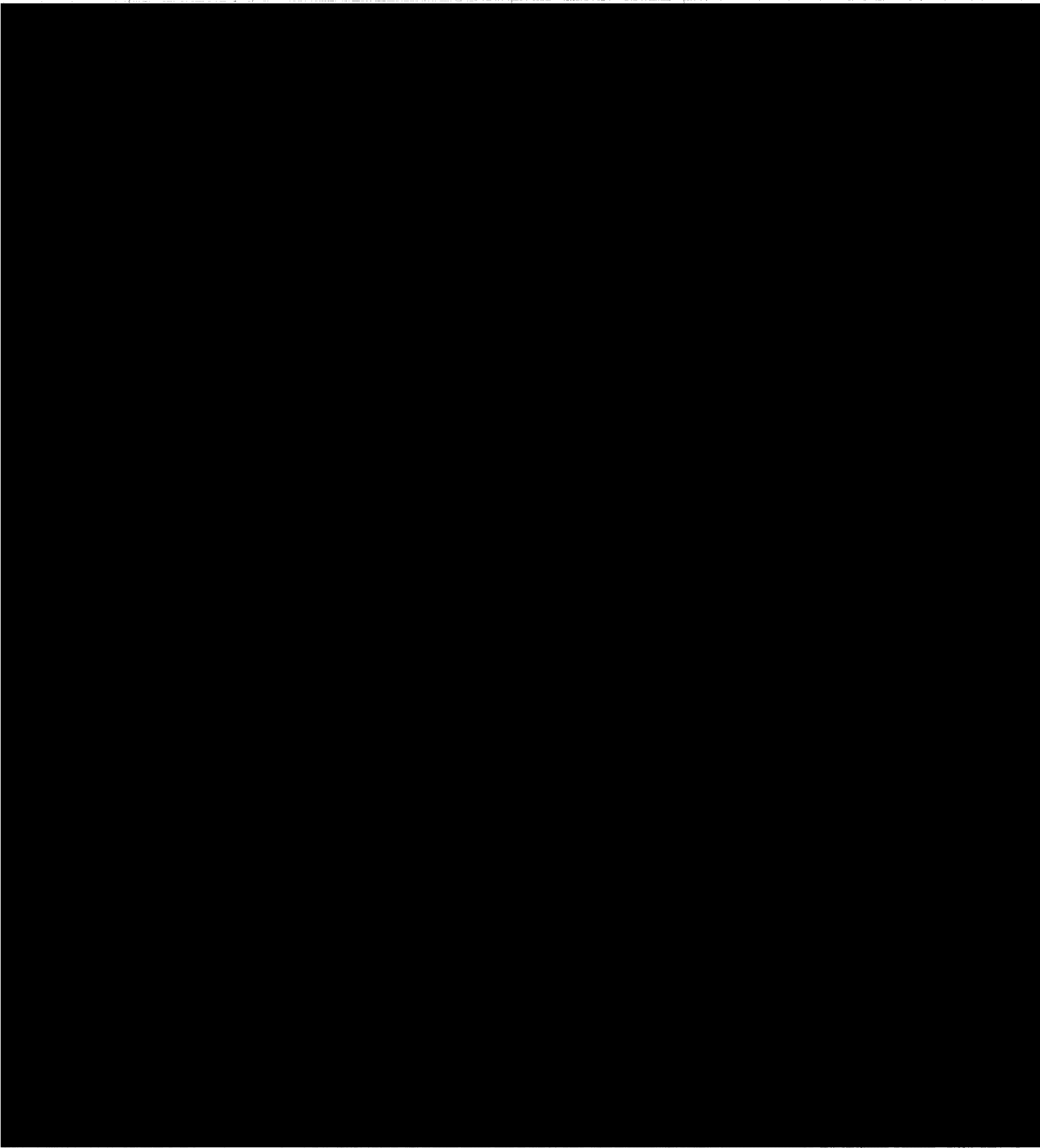
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Live+Well Pharmacy
767 W. North St. Ste 2
FAYETTEVILLE, AR 72701

09/02/2021

11/01/2020 to 09/02/2021

Date ▲	Rx Number	Patient	Doctor	Drug	Quan.
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6:30 PM

Live+Well Pharmacy
767 W. North St. Ste 2
FAYETTEVILLE, AR 72701

09/02/2021

11/01/2020 to 09/02/2021

Date ▲	Rx Number	Patient	Doctor	Drug	Quan.

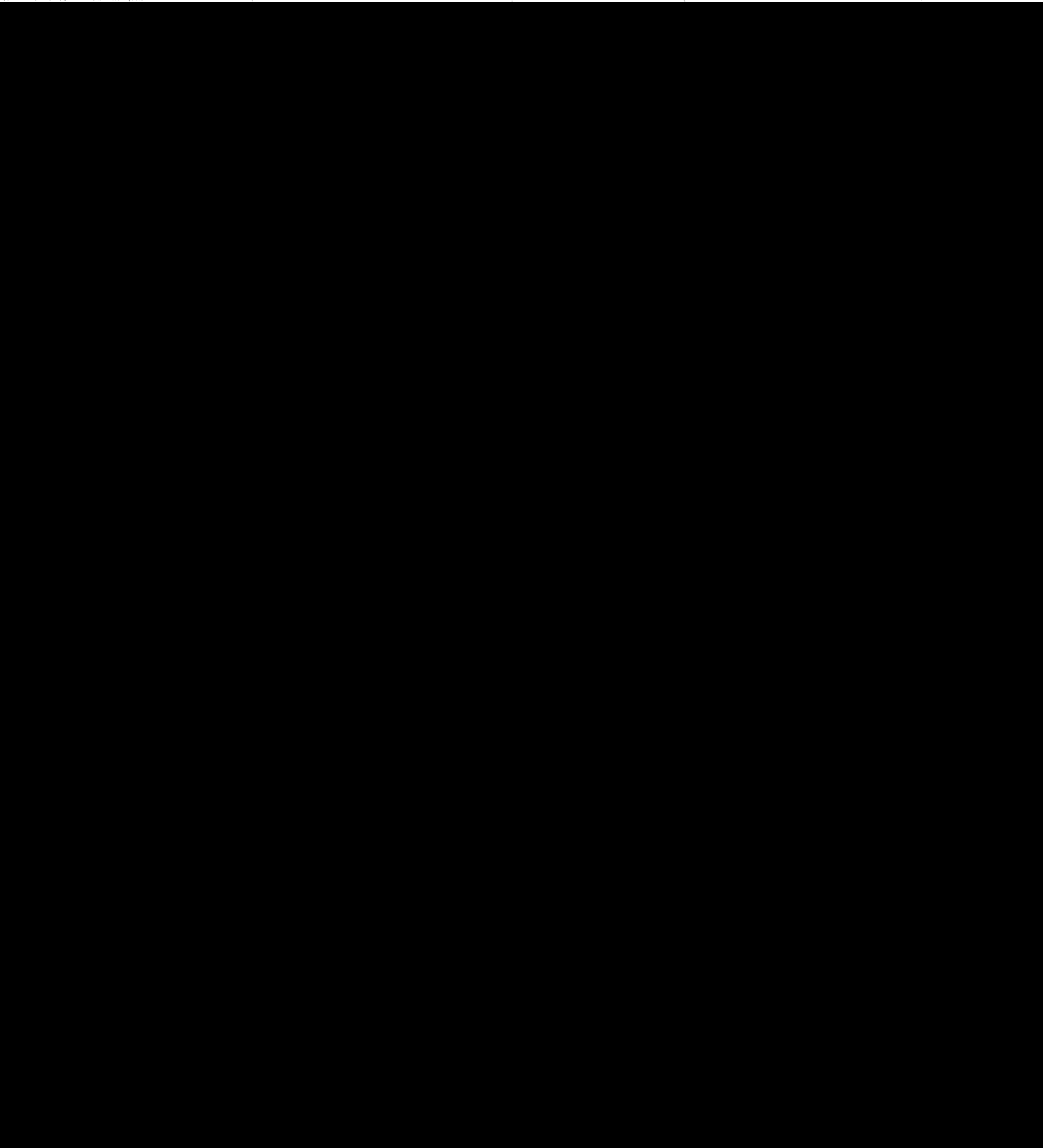
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Live+Well Pharmacy
767 W. North St. Ste 2
FAYETTEVILLE, AR 72701

09/02/2021

11/01/2020 to 09/02/2021

Date ▲	Rx Number	Patient	Doctor	Drug	Quan.
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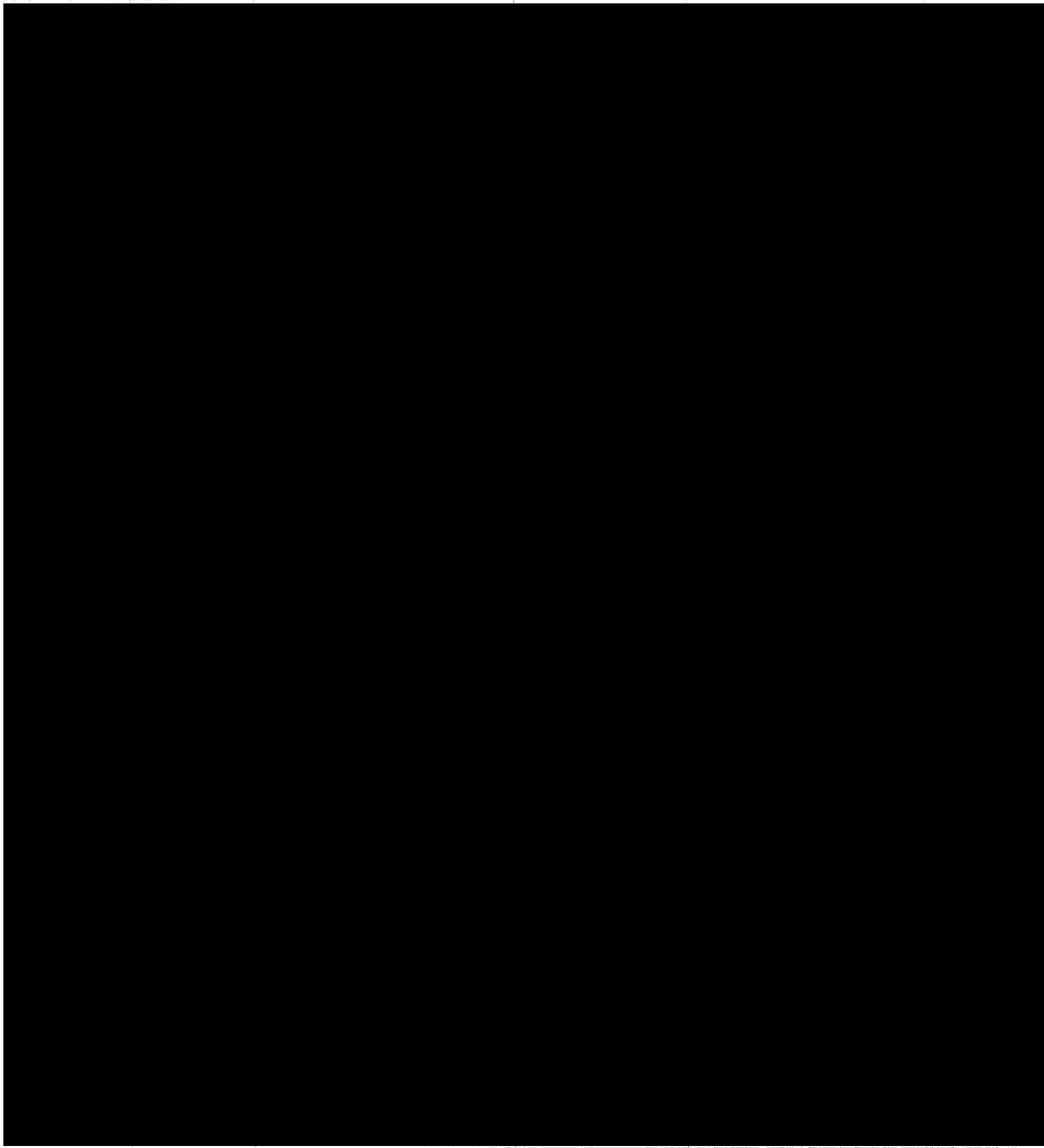
6:30 PM

Live+Well Pharmacy
767 W. North St. Ste 2
FAYETTEVILLE, AR 72701

09/02/2021

11/01/2020 to 09/02/2021

Date ▲	Rx Number	Patient	Doctor	Drug	Quan.
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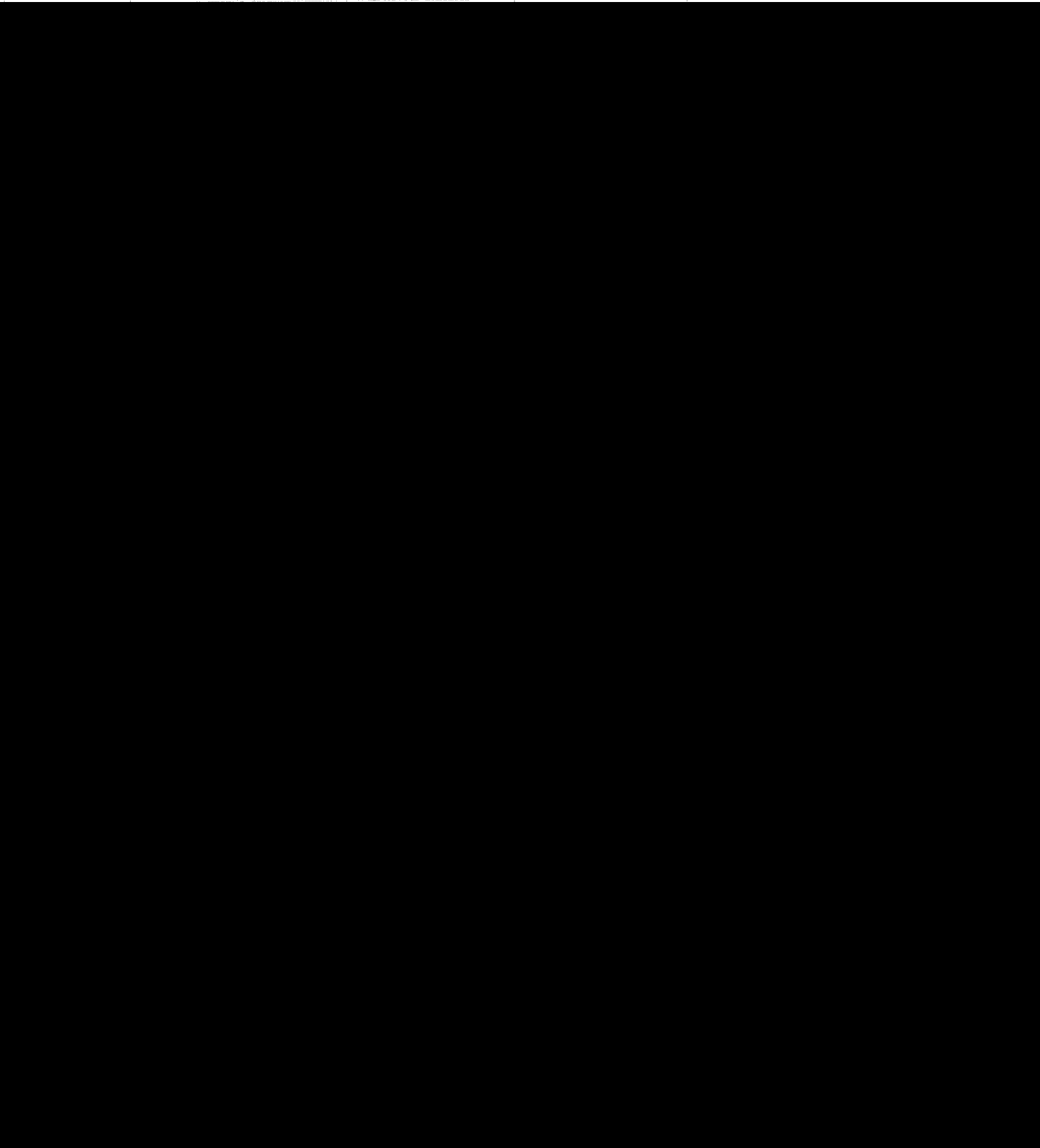
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Live+Well Pharmacy
767 W. North St. Ste 2
FAYETTEVILLE, AR 72701

09/02/2021

11/01/2020 to 09/02/2021

Date ▲	Rx Number	Patient	Doctor	Drug	Quan.
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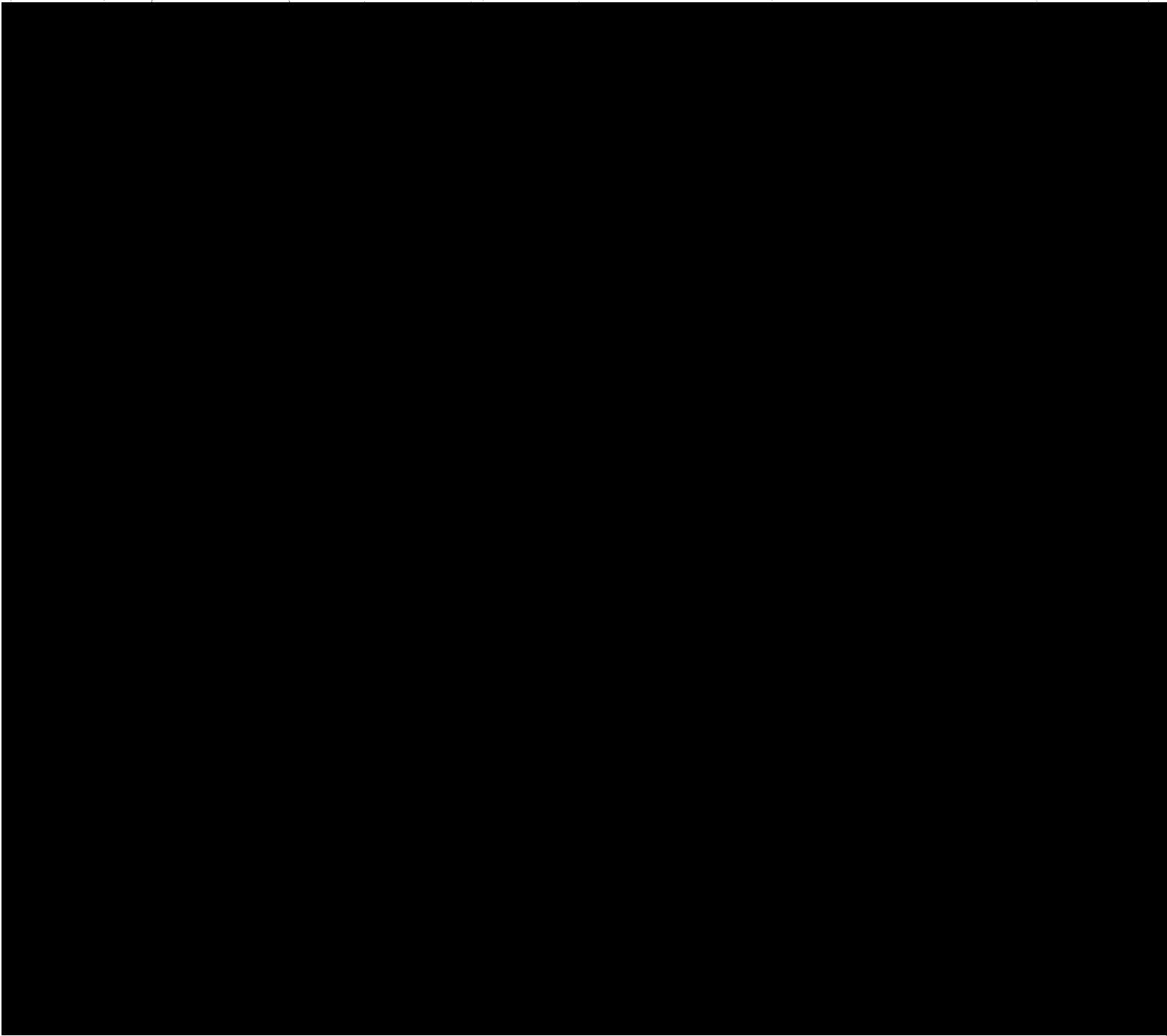
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Live+Well Pharmacy
767 W. North St. Ste 2
FAYETTEVILLE, AR 72701

09/02/2021

11/01/2020 to 09/02/2021

Date ▲	Rx Number	Patient	Doctor	Drug	Quan.
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12:23 PM

LOWELL PHARMACY
114 Harrison Ave
LOWELL, AR 72745

08/31/2021

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From: 11/01/2020 Thru: 08/31/2021

Rx List for Doctor: KARAS, ROBERT

Date	Quantity	Drug Name	Strength	Form	Quantity	Unit Price	Total Price
08/23/2021	0	IVERMECTIN 12MG CAPS	12MG	No	10	\$9.98	\$0.00
08/16/2021	0	IVERMECTIN 12MG CAPS	12MG	No	10	\$9.98	\$0.00
08/11/2021	0	IVERMECTIN 12MG CAPS	12MG	No	10	\$9.98	\$0.00
08/10/2021	0	IVERMECTIN 12MG CAPS	12MG	No	10	\$9.98	\$0.00
08/10/2021	0	IVERMECTIN 12MG CAPS	12MG	No	10	\$9.98	\$0.00
08/06/2021	0	IVERMECTIN 12MG CAPS	12MG	No	10	\$9.98	\$0.00
08/27/2021	0	IVERMECTIN 12MG CAPS	12MG	No	10	\$9.98	\$0.00
08/26/2021	0	IVERMECTIN 12MG CAPS	12MG	No	5	\$9.98	\$0.00
08/25/2021	0	IVERMECTIN 12MG CAPS	12MG	No	5	\$9.98	\$0.00
08/24/2021	0	IVERMECTIN 12MG CAPS	12MG	No	5	\$9.98	\$0.00
08/23/2021	0	IVERMECTIN 12MG CAPS	12MG	No	10	\$9.98	\$0.00
08/22/2021	0	IVERMECTIN 12MG CAPS	12MG	No	10	\$9.98	\$0.00
08/22/2021	0	IVERMECTIN 12MG CAPS	12MG	No	5	\$9.98	\$0.00
08/22/2021	0	IVERMECTIN 12MG CAPS	12MG	No	10	\$9.98	\$0.00
08/22/2021	0	IVERMECTIN 12MG CAPS	12MG	No	5	\$9.98	\$0.00
08/22/2021	0	IVERMECTIN 12MG CAPS	12MG	No	10	\$9.98	\$0.00

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LOWELL PHARMACY
114 Harrison Ave
LOWELL, AR 72745

08/31/2021

From: 11/01/2020 Thru: 08/31/2021

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Date	Quantity	Unit	Price	Total	Net Total	Product	Strength	Form	Quantity	Unit	Price	Total	Net Total
08/22/2021	0	5	\$9.98	\$0.00	\$9.98	IVERMECTIN 12MG CAPS	12MG	CAPS	No	No	\$9.98	\$0.00	\$9.98
08/22/2021	0	5	\$9.98	\$0.00	\$9.98	IVERMECTIN 12MG CAPS	12MG	CAPS	No	No	\$9.98	\$0.00	\$9.98
08/22/2021	0	5	\$9.98	\$0.00	\$9.98	IVERMECTIN 12MG CAPS	12MG	CAPS	No	No	\$9.98	\$0.00	\$9.98
08/22/2021	0	5	\$9.98	\$0.00	\$9.98	IVERMECTIN 12MG CAPS	12MG	CAPS	No	No	\$9.98	\$0.00	\$9.98
08/22/2021	0	5	\$9.98	\$0.00	\$9.98	IVERMECTIN 12MG CAPS	12MG	CAPS	No	No	\$9.98	\$0.00	\$9.98
08/22/2021	0	5	\$9.98	\$0.00	\$9.98	IVERMECTIN 12MG CAPS	12MG	CAPS	No	No	\$9.98	\$0.00	\$9.98
08/19/2021	0	5	\$9.98	\$0.00	\$9.98	IVERMECTIN 12MG CAPS	12MG	CAPS	No	No	\$9.98	\$0.00	\$9.98
08/18/2021	0	5	\$9.98	\$0.00	\$9.98	IVERMECTIN 12MG CAPS	12MG	CAPS	No	No	\$9.98	\$0.00	\$9.98
08/17/2021	0	5	\$9.98	\$0.00	\$9.98	IVERMECTIN 12MG CAPS	12MG	CAPS	No	No	\$9.98	\$0.00	\$9.98
08/16/2021	0	5	\$9.98	\$0.00	\$9.98	IVERMECTIN 12MG CAPS	12MG	CAPS	No	No	\$9.98	\$0.00	\$9.98
08/15/2021	0	5	\$9.98	\$0.00	\$9.98	IVERMECTIN 12MG CAPS	12MG	CAPS	No	No	\$9.98	\$0.00	\$9.98
08/12/2021	0	5	\$9.98	\$0.00	\$9.98	IVERMECTIN 12MG CAPS	12MG	CAPS	No	No	\$9.98	\$0.00	\$9.98
08/11/2021	0	5	\$9.98	\$0.00	\$9.98	IVERMECTIN 12MG CAPS	12MG	CAPS	No	No	\$9.98	\$0.00	\$9.98
08/10/2021	0	5	\$9.98	\$0.00	\$9.98	IVERMECTIN 12MG CAPS	12MG	CAPS	No	No	\$9.98	\$0.00	\$9.98
08/10/2021	0	5	\$9.98	\$0.00	\$9.98	IVERMECTIN 12MG CAPS	12MG	CAPS	No	No	\$9.98	\$0.00	\$9.98
08/10/2021	0	5	\$9.98	\$0.00	\$9.98	IVERMECTIN 12MG CAPS	12MG	CAPS	No	No	\$9.98	\$0.00	\$9.98
08/10/2021	0	5	\$9.98	\$0.00	\$9.98	IVERMECTIN 12MG CAPS	12MG	CAPS	No	No	\$9.98	\$0.00	\$9.98

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Sep/14/2021 9:32:59 AM

LOWELL PHARMACY
 114 Harrison Ave
 LOWELL, AR 72745

08/31/2021

From: 11/01/2020 Thru: 08/31/2021

12:23 PM

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Date	Quantity	Unit	Price	Total
08/08/2021	10	No	\$9.98	\$9.98
08/08/2021	10	No	\$9.98	\$9.98
08/06/2021	5	No	\$9.98	\$9.98
08/05/2021	5	No	\$9.98	\$9.98
08/05/2021	15	No	\$9.98	\$9.98
08/05/2021	5	No	\$9.98	\$9.98
08/04/2021	10	No	\$9.98	\$9.98
08/04/2021	10	No	\$9.98	\$9.98
08/04/2021	10	No	\$9.98	\$9.98
08/03/2021	5	No	\$9.98	\$9.98
07/31/2021	5	No	\$9.98	\$9.98
07/30/2021	5	No	\$9.98	\$9.98
07/30/2021	5	No	\$9.98	\$9.98
07/30/2021	10	No	\$9.98	\$9.98
07/30/2021	5	No	\$9.98	\$9.98
07/30/2021	10	No	\$9.98	\$9.98
07/29/2021	10	No	\$9.98	\$9.98
07/29/2021	10	No	\$9.98	\$9.98
07/29/2021	10	No	\$9.98	\$9.98

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WDC Medical 479-444-5860

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LOWELL PHARMACY
114 Harrison Ave
LOWELL, AR 72745

08/31/2021

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From: 11/01/2020 Thru: 08/31/2021

DATE	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
07/28/2021	0	10	IVERMECTIN 12MG CAPS	\$0.98	\$0.00
07/28/2021	0	10	IVERMECTIN 12MG CAPS	\$0.98	\$0.00
07/28/2021	0	5	IVERMECTIN 12MG CAPS	\$0.98	\$0.00
07/26/2021	0	5	IVERMECTIN 12MG CAPS	\$0.98	\$0.00
07/26/2021	0	5	IVERMECTIN 12MG CAPS	\$0.98	\$0.00
07/26/2021	0	5	IVERMECTIN 12MG CAPS	\$0.98	\$0.00
07/25/2021	0	5	IVERMECTIN 12MG CAPS	\$0.98	\$0.00
07/25/2021	0	5	IVERMECTIN 12MG CAPS	\$0.98	\$0.00
07/25/2021	0	5	IVERMECTIN 12MG CAPS	\$0.98	\$0.00
07/24/2021	0	5	IVERMECTIN 12MG CAPS	\$0.98	\$0.00
07/23/2021	0	10	IVERMECTIN 12MG CAPS	\$0.98	\$0.00
07/22/2021	0	30	IVERMECTIN 12MG CAPS	\$0.98	\$0.00
07/22/2021	0	5	IVERMECTIN 12MG CAPS	\$0.98	\$0.00
07/22/2021	0	5	IVERMECTIN 12MG CAPS	\$0.98	\$0.00
07/22/2021	0	5	IVERMECTIN 12MG CAPS	\$0.98	\$0.00
07/20/2021	0	5	IVERMECTIN 12MG CAPS	\$0.98	\$0.00
07/20/2021	0	10	IVERMECTIN 12MG CAPS	\$0.98	\$0.00
07/20/2021	0	5	IVERMECTIN 12MG CAPS	\$0.98	\$0.00
07/19/2021	0	12	IVERMECTIN 12MG CAPS	\$0.98	\$0.00

WDC Medical 479-444-5860

Sep/14/2021 9:32:59 AM

Aug 31 2021 11:55 AM

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LOWELL PHARMACY

114 Harrison Ave

LOWELL, AR 72745

From: 1/10/2020 Thru: 08/31/2021

08/31/2021

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07/19/2021	10	No	\$9.98	\$0.00	\$9.98
07/19/2021	5	No	\$9.98	\$0.00	\$9.98
07/19/2021	5	No	\$9.98	\$0.00	\$9.98
07/19/2021	5	No	\$9.98	\$0.00	\$9.98
07/19/2021	5	No	\$9.98	\$0.00	\$9.98
07/19/2021	5	No	\$9.98	\$0.00	\$9.98
07/19/2021	5	No	\$9.98	\$0.00	\$9.98
07/17/2021	10	No	\$9.98	\$0.00	\$9.98
07/16/2021	5	No	\$9.98	\$0.00	\$9.98
07/14/2021	5	No	\$9.98	\$0.00	\$9.98
07/12/2021	5	No	\$9.98	\$0.00	\$9.98
07/12/2021	5	No	\$9.98	\$0.00	\$9.98
07/12/2021	5	No	\$9.98	\$0.00	\$9.98
07/12/2021	5	No	\$9.98	\$0.00	\$9.98
07/09/2021	10	No	\$9.98	\$0.00	\$9.98
07/09/2021	10	No	\$9.98	\$0.00	\$9.98
07/09/2021	5	No	\$9.98	\$0.00	\$9.98
07/06/2021	5	No	\$9.98	\$0.00	\$9.98



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WDC Medical 478-444-5860

Sep/14/2021 9:32:59 AM

Aug 31 2021 11:25 AM

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LOWELL PHARMACY
114 Harrison Ave
LOWELL, AR 72745

08/31/2021

0 0

From: 11/01/2020 Thru: 08/31/2021

7/7

01/13/2021	0	5	IVERMECTIN 12MG CAPS	No	\$9.98	\$0.00	\$9.98
01/13/2021	0	5	IVERMECTIN 12MG CAPS	No	\$9.98	\$0.00	\$9.98
01/12/2021	0	5	IVERMECTIN 12MG CAPS	No	\$9.98	\$0.00	\$9.98
01/02/2021	0	5	IVERMECTIN 12MG CAPS	No	\$9.98	\$0.00	\$9.98
12/15/2020	0	5	IVERMECTIN 12MG CAPS	No	\$9.98	\$0.00	\$9.98
12/09/2020	0	5	IVERMECTIN 12MG CAPS	No	\$9.98	\$0.00	\$9.98
12/09/2020	0	5	IVERMECTIN 12MG CAPS	No	\$9.98	\$0.00	\$9.98
12/07/2020	0	5	IVERMECTIN 12MG CAPS	No	\$9.98	\$0.00	\$9.98
12/07/2020	0	5	IVERMECTIN 12MG CAPS	No	\$9.98	\$0.00	\$9.98
11/18/2020	0	5	IVERMECTIN 12MG CAPS	No	\$9.98	\$0.00	\$9.98
2050 R/S							

WDC Medical 479-444-5860

Aug 31 2021 11:29AM

Sep/14/2021 9:32:59 AM