

RESOLUTION NO. 2006-123

RESOLUTION BY THE FINANCE AND HUMAN RESOURCES COMMITTEE AUTHORIZING A MULTI-YEAR CONTRACT WITH HEALTH PROFESSIONALS, LTD (HPL) FOR COMPREHENSIVE MEDICAL SERVICES IN THE RACINE COUNTY JAIL AND AUTHORIZING THE TRANSFER OF \$259,254.00 WITHIN THE SHERIFF'S DEPARTMENT'S 2007 BUDGET

To the Honorable Members of the Racine County Board of Supervisors:

BE IT RESOLVED by the Racine County Board of Supervisors that a contract with Health Professional, Ltd. ("HPL") for comprehensive medical services in the Racine County Jail as set forth in Exhibit "A" which is attached hereto and incorporated herein is authorized and approved.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that the transfer of funds as set forth in Exhibit "B" which is attached hereto and incorporated herein is authorized and approved within the Sheriff's Department's 2007 budget.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that any two of the County Clerk, the County Executive and/or the County Board Chairman are authorized to execute any contracts, agreements or other documents necessary to carry out the intent of this resolution.

Respectfully submitted,

1st Reading _____

FINANCE AND HUMAN RESOURCES COMMITTEE

2nd Reading _____

BOARD ACTION

Peter L. Hansen, Chairman

Adopted _____

For _____

Against _____

Karen A. Nelson, Vice-Chairman

Absent _____

VOTE REQUIRED: 2/3's M.E.

Thomas Pringle, Secretary

Prepared by:
Corporation Counsel

David J. Hazen

Q. A. Shakoor, II

Van H. Wanggaard

Pamela Zenner-Richards

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INFORMATION ONLY

WHEREAS, the Sheriff's Department currently contracts with HPL for health care services in the Racine County Jail; and

WHEREAS, the new contract with HPL will also include such services as hospital stay, pharmacy, lab and x-ray, mental health services and medical supplies which are services currently paid directly by Racine County; and

WHEREAS, the cost of the first year contract is \$800,167 and this is a two-year contract with two one-year renewable extensions; and

WHEREAS, this contract was obtained through the RFP process.

AGREEMENT FOR INMATE HEALTH SERVICES
AT RACINE COUNTY, WISCONSIN
Effective January 1, 2007 through December 31, 2008

This AGREEMENT entered into by and between the County of Racine, a municipality in the State of Wisconsin, (hereinafter, “the COUNTY”), and Health Professionals, LTD, (hereinafter, “HPL”) an Illinois corporation.

Recitals

WHEREAS, the COUNTY desires to provide professional and responsive health services to the adult inmates and detainees of County of Racine at the Racine County Jail (“the Jail”);

WHEREAS, the COUNTY is a unit of local government and its sub-agencies, more specifically, the Sheriff’s Office (hereinafter, the “SHERIFF”) need health services for the adult inmates of the COUNTY.

WHEREAS, HPL shall provide correctional health care and health care management services on behalf of the COUNTY to the adult inmates and detainees (collectively hereinafter, “the Jail Population”).

WHEREAS, HPL is a corporation which provides correctional health care and health care management services and desires to provide such services to the COUNTY under the terms and conditions hereof.

THEREFORE, the parties enter into this Agreement as hereinafter set forth.

For and in consideration of the compensation to be paid to HPL as hereafter set forth, HPL agrees as follows:

I. Scope of Services Included

- A.** GENERAL. HPL shall provide the health care services and management services at the Jail. These services shall be at HPL’s cost, and in exchange for the compensation provided herein.
- B.** STAFFING HOURS. HPL will provide professional on-site physician and nursing, and Medical Records Clerk services to the Jail Population as follows:
 - 1. A total of 80 hours per week of registered nurse services to be assigned by HPL.
 - 2. A total of 88 hours per week of Licensed Practical Nurse to be assigned by HPL.
 - 3. Up to 4 hours per week of Physician onsite to be assigned by HPL.

4. Up to 4 hours per week of Psychiatry service onsite to be assigned by HPL.
5. Up to 80 hours per week of Mental Health Professional services onsite to be assigned by HPL.
6. A total of 40 hours per week of a Medical Records Clerk.
7. Additional hours shall be provided if mutually agreed upon by both parties in writing;
8. HPL shall have a physician and/or nurse on-call 24 hours per day and 7 days per week.
9. The Jail will be provided the total amount of hours listed in subsection I (B) (1) through I (B) (8). Said hours will be allocated and may be subject to change as determined by mutual agreement of the County and HPL's authorized personnel, but shall be in all respects consistent with the medical recommendations of HPL's physician.

C. STAFFING LEVELS WAIVER. Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be waived as agreed to by the SHERIFF and HPL.

D. STAFFING CHANGES. HPL shall not make staffing changes without prior notice to the SHERIFF. In recognition of the sensitive nature of correctional services, if the SHERIFF becomes dissatisfied with any health care personnel provided by HPL, HPL shall, following written notice from the SHERIFF of dissatisfaction and the reasons therefore, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to the SHERIFF within ten (10) days, HPL shall remove the individual about whom the SHERIFF has expressed his dissatisfaction. Should removal of an individual become necessary, HPL will be allowed reasonable time to find an acceptable replacement. If, in the sole judgment of the SHERIFF, immediate removal of any health care personnel is necessary, that person shall be removed and replaced forthwith.

E. SPECIFIC STAFFING SERVICES.

1. **ASSESSMENT.** HPL shall provide health assessment of an inmate or detainee as soon as possible, but no later than 14 calendar days after the inmate's arrival.

2. SCHEDULED SICK CALL. HPL shall provide qualified healthcare professional conduct sick calls on a timely basis and in a clinical setting. A physician will be available to see inmates at least once per week.
- F. HOSPITALIZATION/OFF SITE SERVICES/SPECIALTY SERVICES.** HPL will arrange and bear the cost of hospitalization of persons covered under Paragraph IV, who in the opinion of the treating physician and/or HPL's medical director requires hospitalization. HPL will facilitate the transportation with the Sheriff's office. The COUNTY will be responsible for routine/security transportation.
- a. To the extent possible, specialty services shall be rendered on site. In the event that specialty services are rendered off-site but does not require hospitalization, HPL will arrange and bear the cost only if HPL's Corporate Medical Director approves such specialty services.
- b. SPECIALTY SERVICES. In the event any of the inmates and/or detainees require any specialty services, then HPL shall bear all cost. Specialty services shall be defined as medical services that require physicians to be licensed in a specialty such as obstetrics, gynecology, dermatology, dietetic and any other specialized field of medicine. When medically necessary, HPL's authorized physician and medical staff will initially treat the inmate. HPL's authorized physician will determine and refer inmates for specialty services when medically necessary. HPL will coordinate with the Sheriff's Office. HPL's authorized personnel will make a recommendation and obtain approval from the Sheriff's Office for specialty services prior to the arrangement of services. Said services shall be performed on site to the extent reasonably possible. To the extent specialty care is required and cannot be rendered on site, HPL will arrange and coordinate with the SHERIFF's office transportation for the provisions of such services off-site. The COUNTY will be responsible for and bear the cost of transporting inmates and/or detainees to HPL-designated facilities for said specialty services.
- G. AMBULATORY SERVICE.** In the event that ambulatory service is required due to a medical emergency, HPL shall bear the cost of expedient emergency ambulance service for members of the Jail Population.
- H. PHARMACY.** HPL shall provide monitoring of pharmacy usage as well as development of a preferred drug list. HPL shall cover the cost of all prescription and non-prescription medications prescribed by a duly licensed HPL physician. HPL will provide only non-prescription over-the-counter medication to "Out of County" inmates and detainees. The COUNTY will bear the expense of all prescription medications to "Out of County" inmate and detainees.

- 1) General. Prescription, dispensing, and administration of medication shall comply with all State and Federal laws and regulations and shall be dispensed under the supervision of the duly authorized, appropriately licensed or certified health care provider.
 - 2) Limits: HPL shall bear the cost of prescription medication for the treatment of HIV, Hep C and Biologicals up to an annual limit of \$1,200 in the aggregate.
 - 3) Medications for the treatment of HIV, Hep C and Biologicals shall be defined in accordance with the Physician's Desk Reference.
- I.** PATHOLOGY AND RADIOLOGY SERVICES. HPL shall arrange and bear the cost of all pathology and radiology services (also referred to as laboratory and x-ray services). Said services shall be performed on site. To the extent specialty care is required and cannot be rendered on site, HPL will arrange and coordinate with the Sheriff's office the transportation for the provisions of such services off-site. The County will be responsible for and bear the cost of transporting inmates to off-site facilities for pathology and radiology services.
- J.** MENTAL HEALTH. HPL shall provide and bear the cost of mental health services as outlined in Paragraph I(B)(4) and (5). Mental Health services shall include intake, post admission evaluation, counseling and suicide prevention.
- K.** MEDICAL WASTE. HPL will remove and bear the cost of properly disposing of medical waste material according to all applicable state laws and OSHA-regulated standards, as generated within the operation of this AGREEMENT.
- L.** MEDICAL SUPPLIES. HPL shall provide and bear the costs for all medical supplies required for the Jail. Medical supplies shall be defined as all medical supplies, equipment and/or commodity items with a unit cost of \$100 or less. This does not include office and paper supplies.
- M.** ORAL SCREENING. HPL will provide for ORAL screening only as allowed by the NCCHC guidelines; any and all other dental services required by the Jail Population will be the responsibility of the COUNTY.

II. Administrative Services Included

- A. HEALTH EDUCATION AND TRAINING.** HPL shall conduct an ongoing health education program and training for the COUNTY as follows:
1. Health Care Reports. HPL shall submit on a quarterly basis, health care reports to the SHERIFF or his designee concerning the overall operation of

the health care services program and the general health of the persons committed to the Jail.

2. Meetings. HPL shall meet quarterly with the SHERIFF or his designee concerning procedures within the Jail and any proposed changes in health-related procedures or other matters, which both parties deem necessary.
3. Training For Sheriff's Deputies/Jailers. HPL will establish a training program for the COUNTY Deputies and Jailers in accordance with the needs mutually established by the COUNTY and HPL.

B. MEDICAL RECORDS MANAGEMENT. HPL shall provide the following medical records management services:

1. HPL shall maintain, cause or require the maintenance of complete and accurate medical records for the Jail Population who has received health care services. The medical records shall be kept separate from the inmate or detainee's confinement record. A complete original of the applicable medical record shall be available to accompany each inmate or detainee who is transferred from the Jail to another location for off-site services or transferred to another institution. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records, HPL shall comply with applicable laws and the 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 HPL except as provided by the SHERIFF's policy, by a court order or otherwise in accordance with applicable law. At expiration of the contract period, all medical records shall be delivered to and remain with the SHERIFF, as property of the SHERIFF's office.
2. HIPAA Compliance. Each medical record shall be maintained in accordance with the laws in the State of Illinois and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and any other state or federal privacy statute or regulation.
3. HPL shall make available to the SHERIFF or COUNTY, unless otherwise specifically prohibited, at the SHERIFF's or COUNTY's request, all records, documents and other papers relating to the direct delivery of health care services to the Jail Population hereunder.

III. Cost of Services Not Included. Both parties understand and agree that there will be medically related services that will incur costs as part of the services outlined in Paragraph I and II. HPL will not be responsible for any other expenses not specifically enumerated under this Paragraph I and II of this Agreement. In the event that the following services are required as a result of the medical judgment of a

physician or HPL authorized personnel, HPL shall not provide these services and the reasonable cost of said services shall be billed directly to the COUNTY:

- A. **VISION.** HPL shall not be responsible for the provision of any eyeglasses or any other vision services other than care for eye injuries or diseases. In the event that any of the “covered persons” as defined in Paragraph IV require vision services, including any ophthalmologist’s services, HPL shall not be responsible for the costs.
- B. **OFFICE SUPPLY AND EQUIPMENT.** The COUNTY shall be responsible for providing office supplies and office equipment, such as copier, fax and phone service as required for the administrative operations of the medical unit.
- C. **MEDICAL EQUIPMENT.** In the event that medical equipment is required as mutually agreed upon by both parties to assist in providing medical care services to inmates and/or detainees, the County shall be responsible for the cost of said equipment.
- D. **ELECTIVE CARE.** In the event any of the “covered persons” as defined in Paragraph IV require elective care, the inmate or County shall be responsible for all costs. Elective medical care shall be defined as care which, if not provided, would not in the opinion of HPL’s Medical Director (a licensed physician employed by HPL), cause the inmate or detainee’s health to deteriorate or cause harm to the inmate or detainee’s well being. Decisions concerning elective medical care shall be consistent with the applicable American Medical Association (AMA) Standards.
- E. **BODY CAVITY SEARCHES/COLLECTION OF PHYSICAL EVIDENCE.** HPL will not perform body cavity searches, nor collect physical evidence (blood, hair, semen, saliva, etc.), unless the request for such search or collection is accompanied by a written court order or required by law (such as DNA testing). HPL shall not bear the cost and the County will be responsible for the costs of testing the collected evidence. After collecting evidence, HPL will turn the specimen over to the SHERIFF or a court-designated representative to complete chain-of-custody evidence. Health care personnel under the supervision or employ of HPL shall offer court testimony relative to such collection when required by a subpoena or court order, at no additional cost to the County.

IV. Persons Covered Under This Agreement.

- A. Persons considered an inmate or detainee by the SHERIFF and considered to be part of the Jail’s average daily population. The average daily population shall be determined from the Jail records. Persons on home confinement, or otherwise housed outside of the Jail shall not be considered part of the Jail’s average daily population. The COUNTY shall make said Jail records available to HPL at any time upon written notice.

B. RELEASE FROM CUSTODY. The COUNTY acknowledges and agrees that HPL is responsible for the payment of services rendered to inmates or detainees **only** when such person remains in custody of or under the jurisdiction of the COUNTY. In no event, however, shall HPL be responsible for payment of any services rendered to an inmate when said inmate is released from custody of or under the jurisdiction of an HPL contracted facility. Furthermore, in no event shall HPL be responsible for payment of any medical services rendered to an inmate when said inmate is injured outside the facility during transport to or from an HPL contracted facility.

V. Persons Not Covered Under this Agreement

A. INMATES FROM OTHER COUNTIES/STATE OR FEDERAL GOVERNMENTAL AGENCIES. The parties understand that inmates and detainees from other counties, state or federal agencies may be housed at the Jail. Such inmates and detainees are hereinafter referred to as “Out of County” inmates and detainees. Out of County inmates and detainees will be included and identified in the average daily population count. HPL will provide sick call and over-the counter medications, medical supplies and medical waste services for Out of County inmates. However, cost of all prescription medication and other health care expenses shall be paid by the agency responsible for the Out of County inmate or detainee; including those services listed in Paragraph III of this Agreement and all other medically-related expenses associated with said inmates and detainees. HPL will provide the same care, at no additional cost on staffing if there are no substantial changes in the average daily population, as if the inmate or detainee were a COUNTY inmate.

B. COUNTY INMATES AND DETAINEES TAKEN AND HOUSED IN OTHER COUNTIES. HPL will not be responsible for the medical care and treatment for of COUNTY inmates and detainees removed from the Jail. To the extent the COUNTY or SHERIFF are otherwise legally responsible for the medical care of such persons, the COUNTY and SHERIFF shall be responsible for all medical expenses associated with the care and treatment of COUNTY inmates and detainees removed from the Jail, including, but not limited to those services listed in Paragraph III of this Agreement and any other medically-related expenses associated with said inmates and detainees, unless the inmate or detainee is housed in a facility where HPL provides inmate medical services.

C. INJURIES PRIOR TO INCARCERATION and FIT FOR CONFINEMENT. HPL will not be responsible for the cost of providing off-site medical care for injuries incurred prior to incarceration, including medical services provided to any inmate or detainee prior to the inmate or detainee’s booking and commitment into the Jail. In addition, HPL will not be financially responsible for the cost of any medical treatment or health care services provided to medically stabilize any

arrested person presented at intake by another arresting agency with a life threatening injury or illness or in immediate need of emergency medical care. HPL shall provide such care as is medically necessary until the arrested inmate can be transported to a medical care facility by the arresting agency or their agent. The COUNTY shall reimburse HPL for all reasonable and necessary medical costs for such persons identified in this Section. The arresting authority will be responsible for all medical treatment or health care services until such time as the arresting authority can present a medically stable individual that is “Fit for Confinement as determined by HPL’s authorized physicians. HPL shall not charge an additional fee simply to examine an individual to determine if he is suitable “Fit for Confinement” or needs immediate care.

VI. COUNTY’S DUTIES AND OBLIGATIONS

- A. COMPLIANCE WITH HIPAA.** The County and its agents shall comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter HIPAA). The COUNTY and the SHERIFF shall implement regulations in compliance with HIPAA.
- B. RECORDS ACCESS.** To the extent allowed by law, the COUNTY and the SHERIFF shall provide HPL with reasonable on-going access to all medical records, even after the expiration of the contract, for the purpose of defending litigation. The medical records of the Jail Population shall at all times be the property of the SHERIFF, subject to the rights of the Jail Population.
- C. RECORD RETENTION.** During the contract period and for a reasonable time thereafter, the SHERIFF will provide HPL, at HPL’s request, the SHERIFF’s records relating to the provision of health care services to the Jail Population as may be reasonably requested by HPL in connection with an investigation of, or defense of, any claim by a third party related to HPL’s conduct. To the extent allowed by law and the foregoing provision, the SHERIFF will make available to HPL such records as are maintained by the SHERIFF, hospitals and other outside health care providers involved in the care or treatment of the Jail Population (to the extent the SHERIFF has any control over those records) as HPL may reasonably request. Any such information provided by the SHERIFF to HPL that the SHERIFF considers confidential shall be kept confidential by HPL and shall not, except as may be required by law, be distributed to any third party without prior written approval by the SHERIFF. Notwithstanding any provision of this Agreement to the contrary, the SHERIFF’s internal affairs records and investigative records shall not be required to be provided to HPL or any other person or entity (except as may be required by law).
- D. EMPLOYMENT USE OF INMATES OR DETAINEES.** Adult inmates and/or detainees shall not be employed or otherwise engaged by either HPL or the SHERIFF in rendering any health care services. Upon prior written approval of the SHERIFF,

inmates and/or detainees may be used in positions not directly involving health care services to inmates and/or detainees and not involving inmate and/or detainee records.

- E. SECURITY OF THE JAIL FACILITY AND HPL.** SHERIFF shall maintain responsibility for the physical security of the Jail Facility and the continuing security of the Jail Population. HPL and the COUNTY understand that adequate security services are necessary for the safety of the agents, employees, agents and/or subcontractors of HPL as well as for the security of the Jail Population and SHERIFF'S staff, consistent with the correctional setting. The SHERIFF shall provide security sufficient to enable HPL, its employees, agents and/or subcontractors personnel to safely provide health care services described in this Agreement. HPL shall follow all security directions of the SHERIFF while at the Jail or other premises under the SHERIFF's direction or control.
- F. SHERIFF'S POLICIES AND PROCEDURES.** HPL shall operate within the requirements of the COUNTY's and/or the SHERIFF's Policies and Procedures, which directly relate to the provision of medical services.
1. A complete set of said Policies and Procedures shall be maintained by the COUNTY to be made available for inspection at the Jail, and HPL may make a reasonable number of copies of any specific section(s) it wishes using the SHERIFF's photocopy equipment and paper.
 2. Any policy or procedure that may impact on the provision of medical services not made available to HPL shall not be enforceable unless otherwise agreed upon by both parties.
 3. Said polices and procedures may change from time to time and, if so, HPL will be promptly notified and shall operate within all policies or modifications thereof.
- G. DAMAGE TO EQUIPMENT.** HPL shall not be liable for loss of or damage to equipment and supplies of HPL, its agents, employees or subcontractors if such loss or damage was caused by the sole negligence of the COUNTY and/or SHERIFF's employees.
- H. SECURE TRANSPORTATION.** The SHERIFF will provide security as necessary and appropriate in connection with transportation of the Jail Population between the Jail and any other location for off-site services as described herein.
- I. STAFF SCREENING.** The COUNTY and the SHERIFF shall screen HPL's proposed staff to insure that they will not constitute a security risk. The SHERIFF shall have final approval of HPL's employees in regards to security/background clearance.
- J. OFFICE EQUIPMENT AND SUPPLIES.** SHERIFF shall provide use of COUNTY-owned office equipment, supplies and all necessary utilities in place at the Jail health care facilities. At the termination of the contract, HPL shall return to COUNTY

possession and control of all COUNTY-owned medical and office equipment. At such time, the office equipment shall be in good working order, reasonable wear and tear excepted.

- K. NON-MEDICAL CARE OF INMATES.** SHERIFF shall provide for all other personal needs (non-medical) of the Jail Population while in the Jail including, but not limited to: daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services and linen supplies.
- L. INMATE INFORMATION.** SHERIFF shall provide, as needed, information pertaining to the Jail Population that HPL and the SHERIFF mutually identify as reasonable and necessary for HPL adequately to perform its obligations to SHERIFF and the COUNTY.

VII. COMPENSATION/ADJUSTMENTS

A. ANNUAL AMOUNT/MONTHLY PAYMENTS.

Year 1. The annual amount to be paid by the COUNTY to HPL under this Agreement is \$800,167.27 (Eight Hundred Thousand One Sixty-Seven Dollars and twenty-seven cents) for a period of 12 (twelve) months for the average daily population of 600 inmates. Each monthly payment shall be at \$66,680.61. The first monthly amount to be paid to HPL on 1st day of January 2007 for services provided in the month of January 2007. Each monthly payment thereafter is to be paid by the COUNTY to HPL before or on the 1st day of the month services are rendered. If a separate contract encompassing these services is agreed to by both parties, the monthly amount will be pro rated per day.

Year 2. Effective January 1, 2008, the annual amount increase shall not exceed the Consumer Price Index for medical services as determined by the United States Department of Labor. Each monthly payment shall be adjusted accordingly and is due on the 1st day of the month services are rendered.

B. NEGOTIATED ANNUALIZED AMOUNT INCREASE UPON RENEWAL. Upon each annual renewal of the contract year of this AGREEMENT, the increase in the annualized amount shall be negotiated between the parties 30 days prior to the end of the current contract year. HPL reserves the right to evaluate and recommend staffing increases to be mutually agreed upon by both parties.

C. ADJUSTMENT FOR AVERAGE DAILY POPULATION. The reconciliation for monthly payments shall be based on the average daily population of 600 inmates. If the average daily population is greater than 600, then the compensation payable to HPL by the COUNTY hereunder for that month shall be increased by a per diem rate of \$1.04 per inmate. If the average daily population is less than 600 for this

facility, then the compensation payable to HPL by the COUNTY hereunder for that month shall be decreased by a per diem rate of \$1.04 per inmate.

- D. ADJUSTMENT FOR STAFFING CHANGES.** The reconciliation for monthly payments shall be based on the staffing hours provided in Paragraph I of this Agreement. HPL will track the number of hours worked each week per position. If staffing hours outlined in Paragraph I has increased, then compensation payable to HPL by the County for the month shall be increased. If staffing hours outlined in Paragraph I has decreased, then HPL will issue a credit to the County for any hours contracted and not fulfilled. HPL will provide the adjustment on a quarterly basis. The adjustment amount shall be mutually agreed upon by both parties.
- E.** HPL reserves the right to evaluate and recommend staffing increases to be mutually agreed upon by both parties. Average daily population as stated above shall be determined from the Jail records and calculated and adjusted as set forth in this Paragraph.

VIII. TERM AND TERMINATION

A. Term. The term of this Agreement shall be 2 (two) years from January 1, 2007 at 12:01 a.m. through December 31, 2008 at 12:01 a.m. This Agreement may automatically renew for three additional one year terms with mutually agreed upon increases, unless this Agreement is terminated or notice of termination is given, as set forth in this Paragraph.

B. Termination for Lack of Appropriations. It is understood and agreed that this Agreement shall be subject to annual appropriations by the County Board of the COUNTY.

1. Recognizing that termination for lack of appropriations may entail substantial costs for HPL, the COUNTY and the SHERIFF will act in good faith and make every effort to give HPL notice of any potential problem with funding or appropriations. The COUNTY shall provide notice in writing to HPL for a minimum of thirty (30) days.
2. If funds are not appropriated for this Agreement, then upon exhaustion of such funding, the COUNTY and SHERIFF shall be entitled to terminate this Agreement without penalty or liability, subject to the notice provided in B.1. The COUNTY shall pay HPL for services rendered up to the point of termination.

C. Termination Due to HPL's Operations. The COUNTY reserves the right to terminate this Agreement immediately in the event that HPL discontinues or abandons operations, is adjudged bankrupt or is reorganized under any bankruptcy law, or fails to keep in force any required insurance policies. The COUNTY shall

pay for services rendered up to the point of termination. Both parties agree that such termination will be considered without cause.

D. Termination For Cause.

1. FOR HPL. Except as stated in C, above, failure of the COUNTY and the SHERIFF to comply with any section of any part of this Agreement will be considered grounds for termination of this Agreement by HPL who shall provide written notice specifying the termination effective date at least 60 days before the effective termination date. The written notice will identify the basis for termination. The COUNTY shall pay for services rendered up to the point of termination. Upon receipt of the written notice, the County shall have ten days to provide a satisfactory written response to the HPL. If the County provides a satisfactory written response to HPL and if the County provides adequate explanation for the fault and cures the fault to the satisfaction of the HPL, the 60-day notice shall become null and void and this Agreement will remain in full force and effect.
2. FOR COUNTY. Failure of HPL to comply with any section or part of this Agreement will be considered grounds for termination of this Agreement by the SHERIFF or the COUNTY who shall provide written notice specifying the termination effective date at least 60 days before the effective date shall commence. Such termination shall be without penalty to the SHERIFF or the COUNTY. The written notice will identify the basis for termination. The COUNTY shall pay for services rendered up to the point of termination. Upon receipt of the written notice of concern HPL, HPL shall have ten days to provide a satisfactory written response to the County. If HPL provides adequate explanation for the fault, or cures the fault to the satisfaction of the SHERIFF, the 60-day notice shall become null and void and this contract will remain in full force and effect.

E. Termination Without Cause. Notwithstanding anything to the contrary contained in this Agreement between the SHERIFF, the COUNTY and HPL, the SHERIFF, the COUNTY or HPL may, without prejudice to any other rights it may have, terminate this Agreement for convenience and without cause by giving 90 days written notice. The COUNTY shall pay for services rendered up to the point of termination.

F. Compensation Upon Termination. If any of the termination clauses are exercised by any of the parties, HPL will be paid by the COUNTY for all scheduled work completed by HPL up to the termination date set forth in the written termination notice.

IX. HPL's INSURANCE COVERAGE. At all times during the term of this Agreement, Contractor will maintain the following coverage and limits:

- A. Professional Liability.** Documents confirming that physicians have in effect professional liability insurance pursuant to the Wisconsin Health Care Liability and Patients Compensation Act.
- B. General Liability.** HPL will maintain Comprehensive General Liability Insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- C. Worker's Compensation.** HPL will maintain Worker's Compensation coverage pursuant to the Wisconsin's Worker's Compensation Act.

X. INDEMNIFICATION. HPL will only be responsible for claims resulting from HPL's negligence while performing its duties under this Agreement. If a claim is brought against the County relating to HPL's negligent performance of its duties under this Agreement, the County shall promptly notify HPL of the claim. HPL will take all steps necessary to promptly defend and protect the County including the retention of the defense counsel. However, HPL will not be responsible for any claims arising out of: (1) County or its employees or agents intentionally preventing an inmate from receiving medical care ordered by HPL or its agents, employees or independent contractors; or (2) negligence of County's employees or agent in promptly presenting an ill or injured inmate to HPL for treatment if it should have been obvious to a non-medical individual that the inmate was in serious need of immediate attention.

XI. RELATIONSHIP OF THE PARTIES

- A. INDEPENDENT CONTRACTOR.** It is mutually understood and agreed, and it is the intent of the parties hereto that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. The employees or agents of HPL are not now nor shall they be deemed to be employees of the COUNTY or the SHERIFF and the employees of the COUNTY and the SHERIFF are not now nor shall they be deemed to be employees of HPL. HPL assumes all financial responsibility for the employees of HPL, such as workers compensation, unemployment insurance, wages, withholding taxes, social security, sales and other taxes that may be directly or indirectly related to the services to be provided under this Agreement.
- B. SUBCONTRACTING.** No subcontractors shall be used in performing this Agreement without the prior written consent of the SHERIFF. HPL shall exercise administrative supervision over such professionals necessary to insure the strict fulfillment of the obligations contained in the AGREEMENT. In order to discharge its obligations hereunder, HPL may engage certain physicians as independent contractors rather than employees. As the relationship between HPL and these physicians will be that of independent contractor, HPL will not be

considered or deemed to be engaged in the practice of medicine. This Agreement will be exercised in a manner reasonably consistent with the independent medical judgment these independent contractors are required to exercise.

C. For agents and subcontractors, including all medical professionals, physicians and nurses performing duties and agents or independent contractors of HPL under this Agreement, HPL shall provide the COUNTY proof that professional liability or medical malpractice coverage is provided during the period that said professionals are engaged in the performance of this Agreement. HPL shall promptly notify the SHERIFF, in writing, of each change in coverage, reduction in policy amounts or cancellation of insurance coverage. Notwithstanding any provision herein to the contrary, if the COUNTY or the SHERIFF determines that such insurance coverage is insufficient in its sole judgment, then the COUNTY or the SHERIFF shall provide written notice to HPL specifying the insufficiency. Following its receipt of written notice from the COUNTY or the SHERIFF, HPL shall either provide proof of adequate insurance satisfactory to the COUNTY or the SHERIFF or institute a staffing change under Paragraph I of this Agreement to replace the independent contractor with another health care professional with adequate insurance coverage. If HPL fails to provide proof of adequate insurance or institute a staffing change as described above within a reasonable time under the circumstances, then the COUNTY or the SHERIFF shall be entitled to terminate this Agreement without penalty to the COUNTY or the SHERIFF. The COUNTY shall pay for services rendered up to the point of termination.

XII. EQUAL EMPLOYMENT OPPORTUNITY. HPL will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age or handicap unrelated to a bona fide occupational qualification of the position or because of status as a disabled veteran or Vietnam-Era veteran. HPL will distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening, referral and selection of job applicants, and to prospective job applicants.

XIII. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. This Agreement may be amended at any time, but only with the written consent of all parties.

XIV. WAIVER OR BREACH. The waiver of either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

XV. OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES. The parties acknowledge that HPL is neither bound by or aware of any other existing contracts to which either the SHERIFF or the COUNTY are a party and which relate to the providing of medical care to inmates at the Jail. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that this Agreement is for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third-party beneficiaries thereof.

XVI. 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 this Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

XVII. EXCUSED PERFORMANCE. In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance within any law, decree or order of any governmental agency or authority of local, State or Federal governments or because of riots, public disturbances, strikes, lockouts, differences with workers, fires, floods, Acts of God or any other reason whatsoever which is not within the control of the parties whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent; the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.

XVIII. ASSIGNMENT. No party to this Agreement may assign or transfer this Agreement, or any part thereof, without the written consent of the other parties.

XIX. NOTICES. Any notice of termination permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or by certified mail, return receipt requested, addressed as follows:

If for HPL:
Health Professionals. LTD
General Counsel
9000 N. Lindbergh, Suite A
Peoria, Illinois 61615

If for COUNTY:
Racine County Jail
Jail Administrator
717 Wisconsin Ave.
Juneau, WI 53039

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

Any notice of changes mutually agreed upon in the manner of services can be provided via facsimile transmission as follows:

If for HPL: (309) 272-1643	If for COUNTY: (262) 504-8606
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Such fax number may be changed from time to time by either party by providing written notice via certified mail as provided above.

XX. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Wisconsin.

XXI. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be in an original and all of which together shall constitute but one and the same instrument.

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

AGREED TO AND ACCEPTED AS STATED ABOVE:

County of Racine (Wisconsin)

Health Professionals, LTD

By: _____
Michael J. Miklasevich
Title: County Board Chairman

By: _____
Theresa S. Falcon-Cullinan, M.D., MBA
Title: CEO

Date: _____

Date: _____

By: _____
Joan Rennert
Title: Racine County Clerk

Date: _____

