# SECOND AMENDMENT TO THE AGREEMENT FOR THE PROVISION OF JUVENILE HEALTH SERVICES, RACINE COUNTY, WISCONSIN

The AGREEMENT entered into on September 19, 2016 by and between the County of Racine, Wisconsin (hereinafter "COUNTY"), the Racine County Juvenile Detention Center Superintendent (hereinafter "SUPERINTENDENT"), and Advanced Correctional Healthcare, Inc. (hereinafter "ACH"), is AMENDED as follows, effective \_\_\_\_\_\_\_, \_\_\_\_\_\_\_ at 12:01 A.M.

### Section 1.8 is hereby amended as follows:

4.4.1

1.8 MANAGEMENT SERVICES. ACH will provide management services to include: a comprehensive Strategic Plan; Peer Review; CQI; and a Risk Management program specific to the FACILITY's medical operations. ACH will submit statistical Health reports to the SUPERINTENDENT monthly.

# Section 1.20.12 is hereby added to the AGREEMENT as follows:

1.20.12 QUALIFIED MENTAL HEALTH PROFESSIONAL (QMHP). ACH will provide an on-site Qualified Mental Health Professional for forty-eight (48) hours per week on a schedule approved by the SUPERINTENDENT. When approved by the SUPERINTENDENT or designee, hours worked in excess of the contracted amount will be billed monthly to the COUNTY at the prevailing wage and benefit rate of the ACH employee. For hours of absence due to CORPORATE HOLIDAYS, paid time off, or sick time, the hours will not be replaced or credited. For other absences, ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH's Director of Mental Health Services and the SUPERINTENDENT or designee will negotiate a mutually agreeable remedy.

## Section 3.1 is hereby amended as follows:

3.1 ANNUAL AMOUNT/MONTHLY PAYMENTS. The annualized amount to be paid by the COUNTY to ACH under this AGREEMENT is to be three hundred sixty-four thousand twenty-eight dollars and eight cents (\$364,028.08). The COUNTY will make monthly payments of thirty thousand three hundred thirty-five dollars and sixty-seven cents (\$30,335.67), which is equal to 1/12 of the annualized amount, during the term of this AGREEMENT. ACH will bill the COUNTY approximately thirty (30) days prior to the month in which services are to be rendered. The COUNTY agrees to pay ACH within thirty (30) days of receipt of the bill.

## Sections 5.15 through 5.15.5 are hereby amended and renumbered as follows:

#### 5.15 INSURANCE

- 5.15.1 ACH will maintain professional liability insurance, including civil rights liability, with minimum limits of One Million Dollars (\$1,000,000) each occurrence, Three Million Dollars (\$3,000,000) annual aggregate.
- 5.15.2 ACH will maintain workers' compensation and employer's liability insurance covering its employees while on the FACILITY's premises that complies with the statutory minimum requirements in the applicable state(s).

5.15.3 ADDITIONAL INSUREDS. ACH will name the SUPERINTENDENT and the COUNTY as an additional insured for the sole negligence of ACH under the professional liability portion of insurance.

**REASON FOR CHANGE:** Added QMHP services; increased price; updated language.

AMENDMENT AGREED TO AND ACCEPTED:

1.700

ADVANCED CORRECTIONAL HEALTHCARE, INC.	/ /
Sherit Milu	2/28/18
Sherri Miller	Date
President & Chief Operations Officer	
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COUNTY OF RACINE, WISCONSIN	
Latt 1/2Xal	01-12-18
County Executive	Date
	1-12-18
County Corporation Counsel	Date
Wend, M. Chirstonse	1/12/18
County Clerk	Date
Allegada Tillano	1 -12-18
Finance Director	Date

Please complete and return via fax to 309.214.9977 or email to alex.kinzinger@advancedch.com

If this contract is not returned to ACH by February 5, 2018, the price may be subject to increase.