

MOBILEXUSA PORTABLE DIAGNOSTIC SERVICES AGREEMENT

THIS PORTABLE DIAGNOSTIC SERVICES AGREEMENT (the "Agreement") is made and entered into as of this 1st day of January, 2018 ("Commencement Date"), by and between Racine County, a quasi-municipal corporation located in the State of Wisconsin and Symphony Diagnostic Services No. 1, Inc., a California corporation doing business as MobilexUSA ("MobilexUSA").

WHEREAS, Racine County owns and operates a Juvenile Detention Center ("Facility") located at 1717 Taylor Ave., Racine, WI 53403; and

NOW THEREFORE, in consideration of the mutual covenants, premises and agreements herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Services.** MobilexUSA shall provide portable x-ray, cardiac, and ultrasound services to residents of the Facility, only on the order of a state licensed healthcare provider. All orders must include the exams to be performed, the number of views to be taken, and the medical necessity of the exam. As the legal custodian of the patient's medical records, Facility will obtain and store within each patients chart the signature of the practitioner who ordered that exam. Facility agrees to provide MobilexUSA with all required information and documentation for proper billing and/or related audits in a timely manner. All x-rays and ultrasounds will be interpreted by a state licensed and qualified Radiologist (the "Radiologist"). The Radiologist will dictate a report for each examination. MobilexUSA will promptly transcribe the full written report and electronically send and/or fax a copy to the Facility. MobilexUSA will perform cardiac services and upon request have a interpretive written report issued ("the Services").

2. **Payment.** MobilexUSA will invoice Facility monthly for Services provided to all residents according to the agreed upon fee schedule as outlined on Exhibit A.

Additionally, Facility will be invoiced monthly according to the agreed upon fee schedule as outlined on Exhibit A for the following non-covered services:

- Non-authorized services, as Facility is responsible for obtaining and providing to MobilexUSA all pre-authorizations required by immigrant neutralization services ("Insurance") prior to MobilexUSA's performance of an exam.
- Non-covered services such as lacking an inmate Identification number.

Facility agrees to pay each MobilexUSA invoice in full within 30 days of the invoice date. MobilexUSA reserves the right to assess a late payment fee of 1% per month for past due invoices.

Facility and MobilexUSA shall comply with all applicable laws (including, without limitation, all Medicare and Medicaid statutes, regulations and manuals) and with all applicable agreements

with, and policies of, other third party payers, in connection with Facility's billing for services provided by MobilexUSA pursuant to this Agreement.

3. Term. The term of this Agreement shall be for a period of one (1) year beginning on the Commencement Date ("Initial Term") and shall be automatically renewed for successive one (1) year terms ("Renewal Term") unless written notice of termination is provided to the other party hereto at least 30 days prior to the expiration of the Initial Term of any Renewal Term. Either party may terminate this Agreement with or without cause by giving the other party not less than thirty (30) days prior written notice. In the event that either party fails to perform its obligations hereunder, the other party may, but is not obligated to, terminate this Agreement upon thirty (30) days notice if such breach is not cured within fifteen (15) days of written notice thereof. During the 30 day notice periods set forth in this paragraph, MobilexUSA and Facility shall have the right of first negotiation for additional contract terms.

4. Compliance with Laws. MobilexUSA shall ensure that all services required of MobilexUSA hereunder are provided by qualified and appropriately licensed and/or certified personnel and in accordance with all applicable laws. MobilexUSA shall comply fully with Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; and the Age Discrimination Act of 1975; and shall render services to Facility's patients without discrimination due to gender, race, religion, color, national origin, handicapping condition, or age.

5. Inspection of Books and Records. As an independent contractor, MobilexUSA shall, in accordance with 42 U.S.C. §1395x(v)(1)(I) (Social Security Act §1861(v)(1)(I) and 42 C.F.R. Part 420, Subpart D §420.300 et seq., until the expiration of seven (7) years after the furnishing of Medicare reimbursable services pursuant to this Agreement, upon proper written request, allow the Comptroller General of the United States, the Department of Health and Human Services, and their duly authorized representatives access to this Agreement and to MobilexUSA's books, documents and records (as such terms are defined in 42 C.F.R. § 420.301) necessary to verify the nature and extent of costs of Medicare reimbursable services provided under this Agreement.

In accordance with such laws and regulations, if Medicare or Medicaid reimbursable services provided by MobilexUSA under this Agreement are carried out by means of a subcontract with an organization related to MobilexUSA, and such related organization provides the services at a value or cost of \$10,000 or more over a twelve-month period, then the subcontract between MobilexUSA and the related organization shall contain a clause comparable to the clause specified in the preceding sentence. No attorney-client, accountant-client or other legal privilege will be deemed to have been waived by any party hereto by virtue of this Agreement.

6. Insurance. MobilexUSA shall secure and maintain at all times during the term of this Agreement and any renewals or extensions hereof, professional and general liability insurance with a company with an A.M. best rating of not less than A-VI, with such coverages and in such amounts as are customarily carried by similar providers in the State where services

are provided, provided that such coverage shall be in a minimum amount of at least \$1,000,000 per claim or occurrence and \$3,000,000 in the aggregate, insuring MobilexUSA, its employees and agents for the services delivered by them hereunder. Upon request, a copy of a certificate of insurance shall be provided evidencing such coverage. Racine County shall be named as Additional Insured.

Racine County is self-insured for its worker's compensation claims. As part of this self-insured plan, resources are budgeted annually in the Racine County General Fund to meet potential losses. Third-party coverage is maintained for individual worker's compensation claims in excess of \$50,000 for regular claims and includes coverage for claims that involve federal benefits (USL & H and Jones Act). The excess policy provides coverage up to \$1 million in additional available payments per occurrence after the \$50,000 retention has been met. This policy has a \$1 million cap and is administered through Cannon Cochran Management Services, Inc. (CCMSI). Racine County self insures for public liability and automobile coverage and is subject to the liability limits expressed in Wisconsin State Statutes. The County also carries an excess liability policy through Chartis with a \$1 million retention that covers claims between \$1 million and \$6 million. The County maintains a reserve fund balance in its annual budget and has taxing authority to support any losses within the retention amount and beyond the coverage amount.

7. **Indemnification.** Each party will defend, indemnify and hold the other party harmless for all losses, damages, costs, fees, expenses and expenditures (including reasonable attorneys' fees and costs) caused by the indemnifying party in the performance of the services under this Agreement.

8. **Independent Contractor.** MobilexUSA shall not be considered an employee or agent of Racine County and/or Facility for any purpose and no partnership, joint venture or co-venture shall be created by virtue of this Agreement or the performance by MobilexUSA hereunder. The parties hereto are independent contractors, contracting with one another solely for the purposes set out herein. MobilexUSA acknowledges that as an independent contractor, neither MobilexUSA nor its employees or agents are covered under Facility's Workers' Compensation Insurance and are not entitled to any fringe benefits afforded to employees of Facility.

9. **Health Insurance Portability and Accountability Act.** MobilexUSA and Facility are covered entities (as defined in the 1996 Health Insurance Portability and Accountability Act ("HIPAA") and the regulation promulgated there-under) and therefore must be in compliance with all applicable aspects of HIPAA and will treat all protected health information in accordance with the provisions of HIPAA.

10. **Standards of Conduct.** By signing this Agreement, Facility hereby acknowledges and understands that MobilexUSA has implemented a compliance program governing the conduct of all MobilexUSA Employees. Facility further acknowledges that it has received a copy of the Trident *Our Code of Conduct* (a copy of which is attached and referred to as ("Code")) and will ensure that each of its employees who have any interactions with MobilexUSA receives a copy of the Code for reference.

11. Exclusions from State and Federal Healthcare Programs. MobilexUSA and Facility represent and warrant it has not been excluded from any Federal Healthcare Program, that no basis for such exclusion exists, and that it has not been subject to any final adverse action as defined under the Health Care Fraud and Abuse Data Collection Program. MobilexUSA and Facility agree to notify each other immediately if it is subject to an inquiry, investigation, or final adverse action by a governmental agency, third-party payer, or intermediary as to the provision of services under this Agreement. MobilexUSA and Facility, at its sole discretion, shall have the right to terminate this Agreement immediately upon notice, by the other, of such an event.

12. Confidentiality. Neither MobilexUSA nor any of its staff shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Facility in writing, any patient or medical record information regarding Facility's patients. Additionally, MobilexUSA and all MobilexUSA staff shall comply with all Federal and State Laws and Regulations.

All documentation and records relating to Facility's patients shall be and remain the sole property of Facility, subject to the patient's rights in such records. Facility further covenants and warrants that it and its employees and agents shall at all times during the term of this Agreement and after expiration or termination of this Agreement, maintain the confidentiality of MobilexUSA's operations, prices, rates, clients and patients, methods and any other information relative to MobilexUSA. Further, Facility shall not use such confidential information in any manner adverse to MobilexUSA's or its patients' interests.

13. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to the conflict of rules thereof. The state or federal courts located within the State of Wisconsin shall have exclusive jurisdiction over any and all disputes between the parties in matters related to this Agreement. This Agreement shall be interpreted in accordance with its plain meaning and not for or against any party hereto. All captions herein are for organizational purposes only and not intended to limit the meaning of anything herein or to have an independent legal meaning.

(b) Notwithstanding any other provision of this Agreement, if the governmental agencies (or their representatives) which administer Medicare, any other payor, or any other Federal, State or Local Government or agency passes, issues or promulgates any law, rules, regulation, standard or interpretation, or any court of competent jurisdiction renders any decision or issues any order, at any time while this Agreement is in effect, which prohibits, restricts, limits or in any way substantially changes the method or amount of reimbursement or payment for services rendered under this Agreement, or which otherwise significantly affects either party's rights or obligations hereunder, either party may give the other notice of intent to amend this Agreement to the satisfaction of both parties, to compensate for such prohibition, restriction, limitation or change. If this Agreement is not so amended in writing within ten (10)

days after said notice was given, this Agreement shall terminate as of midnight on the tenth (10) day after said notice was given.

(c) Nothing herein shall require Facility to designate any minimum number of residents or patients for whom MobilexUSA shall provide services.

(d) This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. Signed facsimile copies of this Agreement shall be legal, valid and binding upon the parties hereto.

(e) In the event any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason and in any respect, if the extent of such invalidity, illegality or unenforceability does not destroy the basis of the bargain herein such invalidity, illegality, or unenforceability shall in no event affect, prejudice, or disturb the validity of the remainder of this Agreement, which shall be in full force and effect, enforceable in accordance with its terms as if such provisions had not been included, or had been modified as provided below, as the case may be. To carry out the intent of the parties hereto as fully as possible, the invalid, illegal or unenforceable provision(s), if possible, shall be deemed modified to the extent necessary and possible to render such provision(s) valid and enforceable. The parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible.

(f) Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service deemed to result, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either party's employees, or any other similar cause beyond the reasonable control of either party.

(g) **Assignment.** Neither party may assign or transfer, in whole or in part, this Agreement or any of its rights duties or obligations under this Agreement and MobilexUSA shall not subcontract any of its services hereunder without the prior written consent of the other party. Any such purported assignment or transfer of this Agreement, in whole or in part, without the other party's consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

(h) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

(i) **Attorneys' Fees.** In the event of any litigation or arbitration proceeding between the parties concerning the subject matter of this Agreement, the prevailing party shall be entitled to a judgment against the other for an amount equal to reasonable attorneys' fees and expenses and court and other costs incurred.

(j) The Parties understand and agree that based upon reasonable due diligence, knowledge and belief that the payment set forth in Exhibit A is (1) commercially reasonable, (2) consistent with fair market value, (3) not below cost.

14. **Notices.** All notices provided for or contemplated by this Agreement shall be in writing and shall be deemed given when deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested, addressed as follows:

If to Facility: Racine County Juvenile Detention Center
1717 Taylor Ave.
Racine, WI 53403
Attn: Edward Kamin

If to MobilexUSA: Symphony Diagnostic Services No. 1, Inc.,
d/b/a MobilexUSA
INSERT REGIONAL STREET ADDRESS
INSERT REGIONAL CITY, ST, ZIP
INSERT Attn To:

Copy to: MobilexUSA
The Highlands, Building 300
930 Ridgebrook Road
Sparks, MD 21152
Attn: Director of Provider Relations

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

RACINE COUNTY

REVIEWED BY FINANCE DIRECTOR

Alexandra Tillmann 3/13/18
Sign Date

Authorized Signature: [Signature]

By: JONATHAN DELAGRAVE
RACINE COUNTY EXECUTIVE Title

Date: 3-21-2018

SYMPHONY DIAGNOSTIC SERVICES NO. 1,
INC. D/B/A MOBILEXUSA

Authorized Signature: [Signature]

By: [Signature] AVP
Printed Name Title

Date: 2.26.17

Date 3/14/18
Certified to be correct as to form

By [Signature]
Racine County Corporation Counsel

Wendy M. Christensen
Wendy M. Christensen
Racine County Clerk 3/13/18

Exhibit A

Payment / Flat Rate

Patients (X-ray/Cardiac):

MobilexUSA will invoice Facility for x-ray and cardiac services provided. MobilexUSA will invoice Facility monthly at a flat rate of \$60 Dollars (\$60.00) per exam .

Patients (Ultrasound/Echo):

MobilexUSA will invoice Facility for ultrasound/echo services provided to all residents according to the attached Flat Rate Fee Schedule (Exhibit B).

MQA
2/12/18

Exhibit B

Correctional Facilities Fee Schedule (IDTF Only)

Proc	Description	Cost	US Category/Type
76536	ULTRASOUND, SOFT TISSUES OF HEAD & NECK (EG, THYROID)	\$145	General Ultrasounds
76604	ULTRASOUND EXAM, CHEST	\$145	General Ultrasounds
76645	ULTRASOUND, BREAST(S) (UNILATERAL OR BILATERAL), B-SCAN	\$145	General Ultrasounds
76700	ULTRASOUND: ABDOMINAL, B-SCAN AND/OR REAL TIME W/IMAGE DOC	\$145	General Ultrasounds
76705	ULTRASOUND: ABDOMINAL, B-SCAN AND/OR REAL TIME W/IMAGE	\$145	General Ultrasounds
76770	ULTRASOUND: RENAL/AORTA/NODES B-SCAN	\$145	General Ultrasounds
76775	LIMITED (EG, SINGLE ORGAN, QUADRANT, FOLLOW-UP)	\$145	General Ultrasounds
76800	ECHOGRAPHY, SPINAL CANAL AND CONT.	\$145	General Ultrasounds
76801	ECHOGRAPHY, PREGNANT UTERUS < 14 WK	\$145	General Ultrasounds
76802	ECHOGRAPHY, PREGNANT UTERUS < 14 WK TWINS	\$145	General Ultrasounds
76805	ULTRASOUND, PREGNANT UTERUS, REAL TIME W/IMAGE DOC	\$145	General Ultrasounds
76810	ECHOGRAPHY, PREGNANT UTERUS > 14 WK TWINS	\$145	General Ultrasounds
76815	ECHOGRAPHY, PREGNANT UTERUS, LTD	\$145	General Ultrasounds
76816	ECHOGRAPHY, PREGNANT UTERUS FOLLOW-UP	\$145	General Ultrasounds
76818	ECHOGRAPHY, TRANSVAGINAL OB	\$145	General Ultrasounds
76825	ECHOCARDIOGRAPHY, FETAL, CARDIOVASCULAR SYSTEM, REAL TIME	\$145	General Ultrasounds
76830	ECHOGRAPHY, TRANSVAGINAL/ NON OB	\$145	General Ultrasounds
76856	ULTRASOUND; PELVIC, B-SCAN AND/OR REAL TIME WITH IMAGE DOC	\$145	General Ultrasounds
76857	LIMITED OR FOLLOW-UP (EG, FOR FOLLICLES)	\$145	General Ultrasounds
93975	ULTRASOUND, SCROTUM AND CONTENTS	\$175	Vascular Ultrasounds
76882	ULTRASOUND; EXTREMITY, NON-VAS, B-SCAN AND/OR REAL TIME W/DOC	\$145	General Ultrasounds
93306	ECHO, REAL-TIME, 2D, COMPLETE	\$250	Echocardiograms
93875	ARTERIAL, EXTRACRANIAL, COMP BI	\$250	Echocardiograms
93880	DUPLEX SCAN OF EXTRACRANIAL ARTERIES; COMPLETE BILATERAL	\$175	Vascular Ultrasounds
93882	CV DUPLEX LTD	\$175	Vascular Ultrasounds
93922	ANKLE BRACHIAL INDEX, ART, EXT U&L	\$175	Vascular Ultrasounds
93923	ARTERIAL, EXTREMITY U & L COMP	\$175	Vascular Ultrasounds
93925	DUPLEX SCAN OF LOWER EXTREMITY ARTERIES OR ARTERIAL BYPASS	\$175	Vascular Ultrasounds
93926	UNILATERAL OR LIMITED STUDY	\$175	Vascular Ultrasounds
93930	DUPLEX SCAN OF UPPER EXTREMITY ARTERIES OR ARTERIAL BYPASS	\$175	Vascular Ultrasounds
93931	UNILATERAL OR LIMITED STUDY	\$175	Vascular Ultrasounds
93965	VENOUS EXTREMITY COMPLETE (PVR)	\$175	Vascular Ultrasounds
93970	DUPLEX SCAN OF EXTREMITY VEINS INCLUDING RESPONSES TO CO	\$175	Vascular Ultrasounds
93971	UNILATERAL OR LIMITED STUDY	\$175	Vascular Ultrasounds
93975	DUPLEX SCAN ART INFLOW-VENOUS OUT	\$175	Vascular Ultrasounds
93978	DUPLEX SCAN OF AORTA, INFERIOR VENA CAVA, ILIAC VASCULATUR	\$175	Vascular Ultrasounds
93979	UNILATERAL OR LIMITED STUDY	\$175	Vascular Ultrasounds
93990	DUPLEX SCAN HEMODIALYSIS ACCESS	\$175	Vascular Ultrasounds