

AGREEMENT FOR THE PROVISION OF JUVENILE HEALTH SERVICES
RACINE COUNTY, WISCONSIN

This Agreement for the Provision of Juvenile Health Services (hereinafter referred to as the "AGREEMENT"), effective as of the date of the last signature hereto, entered into by and between the County of Racine, located in the State of Wisconsin (hereinafter referred to as the "COUNTY") and Racine County Juvenile Detention Center Superintendent in his official capacity (hereinafter referred to as the "SUPERINTENDENT"), and Advanced Correctional Healthcare, Inc. (hereinafter referred to as "ACH"), an Illinois corporation.

RECITALS

WHEREAS, the COUNTY desires to provide correctional healthcare services to the juveniles of the Racine County Juvenile Detention Center (hereinafter referred to as the "FACILITY");

WHEREAS, ACH is a corporation which provides correctional healthcare services in incarceration facilities;

WHEREAS, the COUNTY contracts with ACH for the provision of comprehensive inmate health services within the Racine County Jail and desires to exercise Article 5.19 of the Agreement for the Provision of Inmate Health Services, effective January 1, 2015, for the purchase of additional health services at the FACILITY; and

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

DEFINITIONS

CORPORATE HOLIDAYS - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

ELECTIVE CARE - Care which, if not provided, would not, in the opinion of ACH's practitioner (a licensed practitioner employed by ACH), cause the juvenile's health to deteriorate, or cause harm to the juvenile's well-being.

MID-LEVEL PRACTITIONER - An advanced registered nurse practitioner or physician assistant who has completed an advanced training program. A MID-LEVEL PRACTITIONER will be duly licensed to practice medicine in the appropriate state.

MOBILE SERVICES - Laboratory services that are drawn on-site and sent off-site for testing, and any ancillary medical services in which a provider comes on-site to perform work using the provider's equipment and/or staff, including, but not limited to X-ray services.

JUVENILES - Those persons under the age of twenty-one (21) who are detained at the FACILITY.

OFF-SITE SERVICES - Medical services including, but not limited to, consultation services, dental care not performed on-site, diagnostic testing, hospital services, medically-indicated emergency ground ambulance transportation, mental health services not performed on-site, laboratory services that are drawn off-site, and specialty services.

ARTICLE 1:
DUTIES AND OBLIGATIONS OF ACH

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

- 1.1 **ADVANCED TRAINING.** The FACILITY is entitled to receive one copy each of the training videos produced and sold by ACH at no additional charge, with the following exception: facilities will not receive training videos which cover topics for which they have already received an ACH training video covering that topic. If a training video is lost or stolen, the FACILITY may be charged a replacement fee to replace the video. ACH training videos are to be viewed by the FACILITY staff only and are not to be reproduced except with the prior written

permission of ACH. ACH does not guarantee training credits and is not responsible for obtaining training credits on behalf of the FACILITY staff.

- 1.2 DENTAL CARE. ACH will provide dental triage screenings for juveniles for the purpose of identifying serious dental needs. The COUNTY will pay for any costs associated with dental care.
- 1.3 ECTOPARASITES. For juveniles presenting with symptoms of ectoparasitic infection (as determined by the ACH practitioner), ACH will provide and pay for medically indicated treatment. For juveniles without symptoms of ectoparasitic infection, ACH will provide treatment at the SUPERINTENDENT's request, and the COUNTY will be responsible for the cost of the treatment. ACH will not be responsible for facility cleaning for ectoparasites.
- 1.4 ELECTIVE CARE. ACH will not pay ELECTIVE CARE for inmates. Decisions concerning the provision of ELECTIVE CARE should be consistent with the applicable American Medical Association (AMA) standards.
- 1.5 FACILITY STAFF TRAINING. Upon request of the SUPERINTENDENT, ACH will provide training for FACILITY staff on topics to be mutually agreed upon, including, but not limited to: first aid, the use of emergency equipment, and medical screening; health screening and care and medications.
- 1.6 HEALTH EDUCATION, EVALUATIONS, AND EMERGENCY CARE. ACH will provide health education materials to the SUPERINTENDENT for juvenile education. ACH will also provide on-site health evaluations and medical care for juveniles. Additionally, ACH will provide emergency medical treatment to FACILITY staff, subcontractors and visitors who become ill or are injured while on the premises. In cases of emergency medical treatment, ACH will stabilize all patients and refer for recommended treatment or care, as needed. ACH will comply with the FACILITY's medical grievance procedure that has been preapproved by SUPERINTENDENT or designee. ACH will respond in writing to all medical grievances in a timely manner. A copy of the medical grievance and ACH's written response will be forwarded to the SUPERINTENDENT.
- 1.7 JUVENILE LABOR. Juveniles will not be employed or otherwise engaged or utilized by ACH in the direct rendition of any healthcare services.
- 1.8 MANAGEMENT SERVICES. ACH will provide management services to include: a comprehensive Strategic Plan; Peer Review; Continuing Quality Improvement (CQI) meetings; Waste Reduction; Utilization Management; and a Risk Management program specific to the FACILITY's medical operations. ACH will submit statistical Health reports to SUPERINTENDENT monthly.
- 1.9 MEDICAL CLAIMS RE-PRICING. ACH will not be responsible for the re-pricing of medical claims.
- 1.10 MEDICAL RECORDS. Juvenile medical records will always be the property of the SUPERINTENDENT and will remain with the SUPERINTENDENT. Juvenile medical records will be kept separate from other records and shall be maintained in a confidential manner.
- 1.11 MEDICAL SUPPLIES (DISPOSABLE). ACH will pay for and provide disposable medical supplies intended for one-time use, not to include durable or reusable medical supplies. Typical disposable medical supplies expected in a medical unit would be tongue blades, Band-Aids, gauze pads, medical tape, sterile water, saline, pregnancy tests, blood sugar strips, peak flow mouth pieces, O2 tubing, urine test strips, syringes, gloves for the medical staff, med cups, lancets, ammonia ampules, cotton-tip applicators, and alcohol preps.
- 1.12 MEETINGS. ACH representatives will meet, in accordance with a schedule agreed to by the SUPERINTENDENT and ACH, with the SUPERINTENDENT or designee concerning procedures within the FACILITY, any proposed changes in health-related procedures, or other matters which either party deems necessary.
- 1.13 MENTAL HEALTH SERVICES – CRISIS INTERVENTION. ACH will refer juveniles to crisis intervention services when indicated. The crisis intervention services will be provided by the FACILITY and other COUNTY staff in concert with ACH staff. ACH will coordinate with the medical and programming services (e.g., chemical

dependence) at the FACILITY so that patient management is appropriately integrated, health needs are met, and the impact of any of these conditions on each other is adequately addressed. ACH will use an integrated and multidisciplinary team (including FACILITY and other COUNTY staff) to develop treatment plans for juveniles displaying problematic behavior.

- 1.14 MOBILE SERVICES. When MOBILE SERVICES are required for medical reasons and are available to come to the FACILITY, ACH will arrange for those services for juveniles in accordance with the SUPERINTENDENT's policies and procedures. The COUNTY will pay for any costs associated with MOBILE SERVICES.
- 1.15 OFF-SITE SERVICES. When OFF-SITE SERVICES are required for medical reasons, ACH will arrange for those services for juveniles and in accordance with the SUPERINTENDENT's policies and procedures. The COUNTY will pay for any costs associated with OFF-SITE SERVICES.
- 1.16 OTHER SERVICES AND EXPENSES. ACH may not provide and will not pay for any services, supplies and/or equipment which are not specifically contained in this AGREEMENT.
- 1.17 PHARMACEUTICALS. ACH will dispense pharmaceuticals in accordance with applicable laws. ACH will not provide or pay for the pharmaceuticals.
- 1.18 PRISON RAPE ELIMINATION ACT OF 2003 (PREA). Should the SUPERINTENDENT choose to comply with PREA, ACH will endeavor to comply with PREA, applicable PREA standards, and the FACILITY's policies related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within the FACILITY. ACH acknowledges that, in addition to self-monitoring, the FACILITY may conduct announced or unannounced monitoring to include on-site monitoring.
- 1.19 SUPERINTENDENT'S POLICIES, PROCEDURES, AND PROTOCOLS. All policies, procedures, and protocols will at all times remain the property of the SUPERINTENDENT and will remain at the FACILITY.
- 1.20 STAFFING. ACH will provide staffing coverage as requested by the SUPERINTENDENT and detailed in this staffing section.
 - 1.20.1 MEAL BREAKS. It is understood and agreed that ACH employees are allowed to leave the premises during the work day for meal breaks.
 - 1.20.2 NURSING. ACH will provide on-site registered nursing coverage for forty (40) hours per week and licensed practical nursing for thirty (30) hours per week on a schedule approved by the SUPERINTENDENT. When approved in writing 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, ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH will credit the COUNTY for those hours or ACH's Director of Medical Operations for the FACILITY and the SUPERINTENDENT or designee may negotiate a mutually agreeable alternative remedy. For all other absences, ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH will credit the COUNTY for those hours or ACH's Director of Medical Operations for the FACILITY and the SUPERINTENDENT or designee may negotiate a mutually agreeable remedy.
 - 1.20.3 ON-SITE SERVICES. ACH qualified staff will review all initial health screenings within 24 hours of a juvenile's admission if non-urgent concerns are identified. ACH staff will check daily the status of in-custody juveniles admitted into a hospital. ACH will ensure all medications are prescribed by medical practitioners with current licensure through the State of Wisconsin. ACH will ensure all medications are administered by persons approved, certified or licensed to do so in the State of Wisconsin. ACH qualified staff shall order and reorder medications in a timely manner. ACH will assign clinical tasks that fall within the scope of practice as defined by federal, state and local laws, regulations, and applicable licensure. ACH staff will verify that all special management diets are necessary and will notify the SUPERINTENDENT. All ACH orders, including standing orders (if approved), will be in writing and included in the medical records.

- 1.20.4 PRACTITIONER. A physician and/or MID-LEVEL PRACTITIONER will visit the FACILITY weekly or as otherwise agreed by the SUPERINTENDENT and ACH, and will stay until all work is completed. A MID-LEVEL PRACTITIONER will only be used with the approval of the SUPERINTENDENT. The physician and/or MID-LEVEL PRACTITIONER will be available by telephone to the FACILITY and medical staff on an on-call basis, seven (7) days per week, twenty-four (24) hours per day. For scheduled visits that fall on CORPORATE HOLIDAYS, the physician and/or MID-LEVEL PRACTITIONER will still be available by telephone, and the visit will be moved to another day.
- 1.20.5 SICK-CALL. A qualified healthcare professional shall conduct sick calls for juveniles on a timely basis and in a clinical setting.
- 1.20.6 STAFFING CHANGES. ACH shall not change members of the health care staff without prior written notice to the SUPERINTENDENT.
- 1.20.7 SATISFACTION WITH HEALTH CARE STAFF. In recognition of the sensitive nature of the FACILITY, if the SUPERINTENDENT becomes dissatisfied with any member of the ACH staff, the SUPERINTENDENT shall provide ACH with written notice of such dissatisfaction and the reasons therefore. Following receipt of such notice, ACH shall use commercially reasonable efforts to resolve the dissatisfaction. If the problem is not resolved to the satisfaction of the SUPERINTENDENT within ten (10) business days following ACH's receipt of the notice, ACH shall remove the individual from providing services at the FACILITY within a reasonable time frame considering the effects of such removal on ACH's ability to deliver health care services and recruitment/hiring of an acceptable replacement. The SUPERINTENDENT reserves the right to revoke the security clearance of any ACH staff at any time.
- 1.20.8 STAFF WRITTEN ORDERS. All orders, including standing orders, from ACH staff shall be in writing and included in the medical records for the juvenile to which the order applies.
- 1.20.9 If ACH's Director of Medical Operations for the FACILITY and the SUPERINTENDENT or designee are unable to negotiate a mutually agreeable alternative remedy regarding absences set forth at 1.20.2, ACH will credit the COUNTY for the actual cost of service hours not provided by any ACH medical staff position from the initial date of non-service. Examples include any medical staff hours of coverage or services agreed to and scheduled but not filled. Any ACH medical staff positions not present, prepared, or otherwise able to assume duties as scheduled per staffing plan will result in an immediate corresponding discount.
- 1.20.10 ACH will submit schedules and staffing patterns for all medical services. ACH will provide statistical and management reporting as required by the FACILITY and the Wisconsin Department of Corrections.
- 1.20.11 ACH will perform all work in a manner consistent with the standards of DOC 346 and will endeavor to meet the standards of the National Commission on Correctional Health Care.
- 1.21 TUBERCULOSIS (TB) TESTING.
 - 1.21.1 FACILITY STAFF. ACH will perform TB skin tests as directed by the SUPERINTENDENT. The COUNTY will pay for the TB serum and related supplies. Upon the SUPERINTENDENT's request, ACH will secure the serum and related supplies through the correctional pharmacy to secure the best possible price, then bill the COUNTY for those costs.
 - 1.21.2 JUVENILES. ACH will provide TB skin tests as directed by the SUPERINTENDENT. ACH will pay for the TB serum and related supplies.

ARTICLE 2:
DUTIES AND OBLIGATIONS OF THE COUNTY

- 2.1 BIOMEDICAL WASTE DISPOSAL. The COUNTY will be responsible for the provision of and cost of biomedical waste disposal services at the FACILITY consistent with all applicable laws. Typical biomedical waste expected in the medical unit would be bandages, dressings, gloves, hypodermic needles, laboratory containers, sharps, and syringes.
- 2.2 DUTY TO PROTECT JUVENILES. The non-delegable duty to protect juveniles is, and always will be, vested in the SUPERINTENDENT. This AGREEMENT does not result in the assumption of a non-delegable duty by ACH. As such, the SUPERINTENDENT specifically retains the duty and obligation for security of the juveniles. This duty extends to the control of juvenile movement. ACH and its personnel will assume no responsibility for the movement of juveniles and assume no responsibility for juvenile protection at any time.
- 2.3 HIRING OF ACH STAFF. While ACH is pleased to provide staffing during this engagement, ACH does not expect the COUNTY to offer permanent employment to ACH employees or independent contractors. ACH has a significant investment in the training and professional development of our employees and independent contractors and they are valued employees and independent contracts of ACH. If the COUNTY should hire any ACH employee or independent contractor during this AGREEMENT term or within one (1) year after this AGREEMENT's termination, the COUNTY will be billed a professional replacement fee of Ten Thousand Dollars (\$10,000) to compensate ACH for each employee or independent contractor, with the following exception: this does not apply to any medical staff member who was employed by the COUNTY prior to this AGREEMENT.
- 2.4 MEDICAL EQUIPMENT (DURABLE). Medical equipment remains the responsibility of the SUPERINTENDENT. At the SUPERINTENDENT's request, ACH may assist the SUPERINTENDENT in securing the equipment at cost-effective pricing. Typical durable medical equipment expected in a medical unit would be: exam table, exam stool, ophthalmic / otoscope, peak flow meter, digital thermometer, stethoscope, X-large and large blood pressure cuffs, emesis basin, CPR AmbuBag (adult & 2-way mask), refrigerator (small), and scales. Upon termination of this AGREEMENT, the medical equipment will be in good working order, with allowances made for reasonable wear and tear.
- 2.5 NON-MEDICAL CARE OF JUVENILES. The COUNTY will provide and pay for all non-medical needs of the juveniles while in the FACILITY, including, but not limited to: daily housekeeping services; dietary services, including special supplements, liquid diets, or other dietary needs; building maintenance services; personal hygiene supplies and services; clothing; and linen supplies.
- 2.6 OFFICE EQUIPMENT (DURABLE). The SUPERINTENDENT will provide use of COUNTY-owned office equipment and all necessary utilities in place at the FACILITY's healthcare unit. Typical office equipment expected in a medical unit would be a locking file (recommended four-drawer); paper punch; staple remover; stapler; cabinet for storing medical supplies such as Band-Aids, gauze, etc.; computer; fax machine; copier / printer; and toner. Upon termination of this AGREEMENT, the office equipment will be in good working order, with allowances made for reasonable wear and tear.
- 2.7 OFFICE SUPPLIES (DISPOSABLE). The COUNTY will provide disposable office supplies, such as medical charts, paper, pens, staples, and Post-It notes which are required for the provision of juvenile healthcare services, but not to include postage.
- 2.8 SECURITY. The SUPERINTENDENT will maintain responsibility for the physical security of the FACILITY and the continuing security of the juveniles. ACH and the SUPERINTENDENT understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of ACH, as well as for the security of juveniles and FACILITY staff, consistent with the correctional setting. The SUPERINTENDENT will provide security sufficient to enable ACH and its personnel to safely provide the healthcare services described in this AGREEMENT. The SUPERINTENDENT will screen ACH's proposed staff to ensure that they will not constitute a security risk. The SUPERINTENDENT will have final approval of ACH's employees in regards to security/background clearance.

ARTICLE 3:
COMPENSATION/ADJUSTMENTS

3.1 ANNUAL AMOUNT/MONTHLY PAYMENTS. The annualized amount to be paid by the COUNTY to ACH under this AGREEMENT is to be two hundred thousand one hundred sixty-three dollars and seventy-four cents (\$200,163.74). The COUNTY will make monthly payments of sixteen thousand six hundred eighty dollars and thirty-two cents (\$16,680.32), 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.

3.1.1 ANNUAL AMOUNT UPON RENEWAL. Upon the annual anniversary date of this AGREEMENT, the annualized amount of increase for compensation will be the 12-Month Consumer Price Index (CPI) for medical care or zero percent (0%), whichever is higher. The CPI will be calculated from the most recent CPI data as published by the Bureau of Labor Statistics.

3.2 QUARTERLY ADJUSTMENTS. Account reconciliation will be completed for variances in the ADP and other expenses, such as equipment or services purchased by ACH (with prior approval of the COUNTY) on behalf of the COUNTY.

3.2.1 AVERAGE DAILY POPULATION (ADP). ADP for a given quarter will be determined from the FACILITY census records. For billing purposes, the JUVENILE ADP will be 60. Juveniles who are not presently incarcerated in the FACILITY (i.e., persons on electronic monitoring or probation, or who are hospitalized, or in halfway housing or early release housing) should not be counted in either ADP reported to ACH by the COUNTY. The ADPs reported to ACH should only include those juveniles presently incarcerated in the FACILITY.

3.2.2 PER DIEM.

3.2.2.1 GENERAL. The per diem rate is intended to cover additional costs in those instances where minor, short-term changes in the juvenile population results in the higher utilization of routine supplies and services. The per diem is not intended to provide for any additional fixed costs, such as new fixed staffing positions that might prove necessary if the juvenile population grows significantly and is sustained. ACH will request the monthly count for these separate populations on a quarterly basis.

3.2.2.2 JUVENILE ADP. When the ADP exceeds or falls below the contracted rate in any calendar quarter, the compensation variance will be figured on the average number of JUVENILES above or below the contracted ADP for that quarter multiplied by the per diem rate of \$0.19 per juvenile per day. (Example: If the ADP for a quarter is 10 above the contracted ADP, additional compensation due will be calculated as follows: 10 x \$0.19 x 91)

3.2.3 ARREARS. Any contract amount in arrears will be settled through reconciliation and adjusted accordingly. Adjustments will be made to the first monthly invoice prepared after reconciliation between ACH and the COUNTY. Payment of the adjusted amount will be due upon receipt of said invoice.

ARTICLE 4:
TERM AND TERMINATION

4.1 TERM. The term of this AGREEMENT will begin on September 20, 2016 at 12:01 A.M. and will continue in full force and effect until December 31, 2017 at 11:59 P.M., unless earlier terminated, extended, or renewed pursuant to this AGREEMENT. This AGREEMENT will automatically renew for successive one (1) year periods unless either party gives thirty (30) days' written notice prior to the end of a term.

4.2 TERMINATION.

4.2.1 **TERMINATION FOR LACK OF APPROPRIATIONS.** It is understood and agreed that this AGREEMENT will be subject to annual appropriations by the COUNTY. If funds are not appropriated for this AGREEMENT, then upon exhaustion of such funding, the COUNTY and the SUPERINTENDENT will be entitled to immediately terminate this AGREEMENT without penalty or liability. Recognizing that such termination may entail substantial costs for ACH, the COUNTY and the SUPERINTENDENT will act in good faith and make every effort to give ACH reasonable advance notice of any potential problem with funding or appropriations. The COUNTY agrees to pay for services rendered up to the point of termination.

4.2.2 **30-DAY OUT CLAUSE.** Notwithstanding anything to the contrary contained in this AGREEMENT, the COUNTY, the SUPERINTENDENT, or ACH may, without prejudice to any other rights they may have, terminate this AGREEMENT by giving thirty (30) days' advance written notice to the other party. If thirty (30) days' advance written notice is provided, termination will be without penalty to any of the parties. If the SUPERINTENDENT or the COUNTY gives ACH less than thirty (30) days' advance written notice, the COUNTY agrees to pay to ACH a penalty equal to one (1) month's contract price as an early termination fee.

ARTICLE 5:
GENERAL TERMS AND CONDITIONS

5.1 **ADVICE OF COUNSEL.** Each of the parties (a) has had the opportunity to seek counsel, legal or otherwise, prior to entering into this AGREEMENT, (b) is freely entering into this AGREEMENT of his/her or its own volition, and (c) understands and agrees that this AGREEMENT will be construed as if drafted by both parties and not by one party solely.

5.2 **GOVERNING LAW.** This AGREEMENT, and any arbitration conducted thereby, will be governed by the laws of the State of Wisconsin (without reference to conflicts of laws principles).

5.3 **ASSIGNMENT.** ACH may not assign this AGREEMENT or any rights hereunder in whole or in part. Subject to the foregoing, this AGREEMENT will inure to the benefit of and be binding upon each of the heirs, permitted assigns, and successors of the respective parties. Any assignment in violation of this section will be null and void.

5.4 **ATTORNEY FEES AND COSTS.** In the event a lawsuit, arbitration, or mediation is initiated by either party, the party against whom a judgment or award is entered will also be liable for costs of suit and reasonable attorneys' fees as set by the court or arbitrator.

5.5 **AUTHORITY.** The persons signing below represent that they have the right and authority to execute this AGREEMENT for their respective entities and no further approvals are necessary to create a binding AGREEMENT.

5.6 **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.** The SUPERINTENDENT, the COUNTY, and ACH agree that no party will require performance of any ACH or COUNTY employee, agent or independent contractor that would violate federal, state and/or local laws, ordinances, rules and/or regulations.

5.7 **COUNTERPARTS; HEADINGS.** This AGREEMENT may be executed in counterparts, each of which will be an original and all of which will constitute one AGREEMENT. The headings contained in this AGREEMENT are for reference purposes only and will not affect in any way the meaning or interpretation of this AGREEMENT. The terms "juvenile" and "detainee" may be used interchangeably throughout this AGREEMENT and will not affect in any way the meaning or interpretation of this AGREEMENT.

5.8 **ENTIRE AGREEMENT; AMENDMENT.** This AGREEMENT represents the entire understanding of the parties with respect to the subject matter hereof, supersedes and cancels all prior agreements, understandings, arrangements, or representations between the parties with respect to such subject matter, and may only be amended by written agreement of both parties. The parties agree that their performances hereunder do not obligate either party to enter into any further agreement or business arrangement.

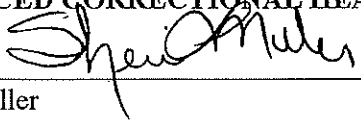
- 5.9 EQUAL EMPLOYMENT OPPORTUNITY. It is the policy of ACH to provide equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, age, or genetics. In addition, it is the policy of ACH to comply with applicable state and local laws governing nondiscrimination in employment in every location in which ACH has facilities and employees. This policy applies to all terms and conditions of employment including, but not limited to, recruitment, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefit plans, all forms of compensation, and training.
- 5.10 EXCUSED PERFORMANCE. In case performance of any terms of parts hereof will be delayed or prevented because of compliance with 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.
- 5.11 FURTHER ACTS. The parties agree to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this AGREEMENT.
- 5.12 GROUP PURCHASING. The COUNTY authorizes ACH to sign up the FACILITY as a ship-to site under ACH's group purchasing plan.
- 5.13 HOLD HARMLESS AND INDEMNIFY.
- 5.13.1 ACH will hold harmless and indemnify the COUNTY and SUPERINTENDENT (together with their respective employees) against any loss or damage, including reasonable attorneys' fees and other costs of litigation, solely caused or necessitated by the negligent, reckless, intentional, or deliberately indifferent conduct of ACH or its employees, which is related to medical treatment or care provided by ACH. With respect to any claim for indemnification, the COUNTY will (i) give written notice thereof to ACH within a reasonable period following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow ACH (including the employees, agents, and counsel) reasonable access to any of its employees, property, and records for the purposes of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, and taking such other steps as may be necessary to preserve evidence of the occurrence on which the claim is based. If the COUNTY denies ACH reasonable access as set forth, after written request therefore, the COUNTY will assume sole responsibility for the claim for which indemnification is sought and will not be entitled to indemnity.
- 5.13.2 The COUNTY will hold harmless and indemnify ACH (together with its respective employees) against any loss or damage, including reasonable attorneys' fees and other costs of litigation, solely caused or necessitated by the negligent, reckless, intentional, or deliberately indifferent conduct of the COUNTY or its employees, which is related to medical treatment or care provided by ACH. With respect to any claim for indemnification, ACH will (i) give written notice thereof to the COUNTY within a reasonable period following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow the COUNTY (including the employees, agents, and counsel) reasonable access to any of its employees, property, and records for the purposes of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, and taking such other steps as may be necessary to preserve evidence of the occurrence on which the claim is based. If ACH denies the COUNTY reasonable access as set forth, after written request therefore, ACH will assume sole responsibility for the claim for which indemnification is sought and will not be entitled to indemnity.
- 5.14 INDEPENDENT CONTRACTORS. In order to discharge its obligations hereunder, ACH may engage certain healthcare professionals as independent contractors rather than employees.
- 5.15 INSURANCE.

- 5.15.1 ACH will maintain commercial automobile liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence, covering owned, hired, and non-owned automobiles.
- 5.15.2 ACH will maintain one or more commercial general liability insurance policies with minimum limits of bodily injury and/or property damage: One Million Dollars (\$1,000,000) each occurrence and an annual policy aggregate of Two Million Dollars (\$2,000,000).
- 5.15.3 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.
- 5.15.4 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).
- 5.15.5 ADDITIONAL INSUREDS. ACH will name the SUPERINTENDENT and the COUNTY as an additional insured for the sole negligence of ACH under the commercial automobile, commercial general and professional liability portions of insurance and provide the COUNTY with a Certificate of Insurance specific to correctional facilities evidencing the terms of the insurance coverage and policy limits.
- 5.16 NO GRANT OF RIGHTS. Each of the parties understands and agrees that no grant or license of a party's rights in any patent, trademark, trade secret, copyright and/or other intellectual property right is made hereby, expressly or by implication.
- 5.17 NO RELATIONSHIP OR AUTHORITY. The parties agree that ACH will at all times be an independent contractor in the performance of the services hereunder, and that nothing in this AGREEMENT will be construed as or have the effect of constituting any relationship of employer/employee, partnership, or joint venture between the COUNTY and ACH. ACH does not have the power or authority to bind the COUNTY or to assume or create any obligation or responsibility on the COUNTY's behalf or in the COUNTY's name, except as otherwise explicitly detailed in this AGREEMENT, and ACH will not represent to any person or entity that ACH has such power or authority. ACH will not act as an agent nor will ACH be deemed to be an employee of the COUNTY for the purposes of any employee benefit program.
- 5.18 NOTICE. Any notice required or permitted to be given hereunder will be in writing and delivered by overnight courier (e.g., FedEx), or by facsimile (receipt confirmed), to the respective addresses in this section or such other addresses as may be designated in writing by the applicable party from time to time, and will be deemed to have been given when sent. To the SUPERINTENDENT and/or the COUNTY: Racine County Juvenile Detention Center, 1717 Taylor Ave., Racine, WI 53403; facsimile: 262.683.6366; email: edward.kamin@goracine.org. To ACH: Advanced Correctional Healthcare, Inc., Attn: Contracts Manager, 3922 West Baring Trace, Peoria, IL 61615; facsimile: 309.214.9977; email: jason.kolberg@advancedch.com.
- 5.19 OTHER CONTRACTS AND THIRD PARTY BENEFICIARIES. The parties acknowledge that ACH is not bound by or aware of any other existing contracts to which either the SUPERINTENDENT or the COUNTY are a party and which relate to the provision of healthcare to juveniles at the FACILITY. The parties agree that they have not entered into this AGREEMENT for the benefit of any third person(s) and it is their express intention that this AGREEMENT is intended to be for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third party beneficiaries thereof.
- 5.20 SEVERABILITY. If any provision of this AGREEMENT, or any portion thereof, is found to be invalid, unlawful, or unenforceable to any extent, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this AGREEMENT will continue unaffected in full force and effect. The parties will negotiate in good faith an enforceable substitute provision for such invalid provision that most nearly achieves the same intent and economic effect.
- 5.21 SUBCONTRACTING. In order to discharge its obligations hereunder, ACH may subcontract services including, but not limited to, pharmaceutical services, biomedical waste disposal, and mobile services.

- 5.22 USE BY OTHER PUBLIC AGENCIES (PIGGYBACK). ACH agrees to allow the COUNTY to authorize other public agencies in the COUNTY to purchase the proposed items by issuance of a purchase order at the same terms and conditions as this AGREEMENT, and to make payments directly to ACH during the period of time that this AGREEMENT is in effect.
- 5.23 WAIVER. Any waiver of the provisions of this AGREEMENT or of a party's rights or remedies under this AGREEMENT must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions hereof or its rights or remedies at any time, will not be construed as a waiver of such party's rights or remedies hereunder and will not in any way affect the validity of this AGREEMENT or prejudice such party's right to take subsequent action.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year written below.

ADVANCED CORRECTIONAL HEALTHCARE, INC.



 Sherri Miller
 President & Chief Operations Officer


9/19/2016

 Date

COUNTY OF RACINE, WISCONSIN

 County Executive

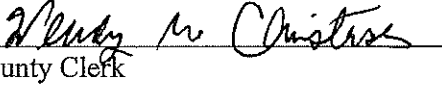
 Date



 County Corporation Counsel

8/19/16


 Date



 County Clerk

8/19/16

 Date



 Finance Director

8-18-16

 Date

Please complete and return via fax to 309.214.9977 or email to jason.kolberg@advancedch.com.

If this contract is not returned to ACH by August 18, 2016, the price may be subject to increase.

8-18-16
Russell A. Clark
 Racine County Board Chairman



FIRST 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"), and Advanced Correctional Healthcare, Inc. (hereinafter "ACH"), is AMENDED as follows, effective January 1, 2018 at 12:01 A.M.

Section 1.20.2 is hereby amended as follows:

1.20.2 NURSING. ACH will provide on-site registered nursing coverage for forty (40) hours per week and licensed practical nursing for forty (40) hours per week on a schedule approved by the SUPERINTENDENT. When approved in writing 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, ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH will credit the COUNTY for those hours or ACH's Director of Medical Operations for the FACILITY and the SUPERINTENDENT or designee may negotiate a mutually agreeable alternative remedy. For all other absences, ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH will credit the COUNTY for those hours or ACH's Director of Medical Operations for the FACILITY and the SUPERINTENDENT or designee may negotiate a mutually agreeable alternative 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 two hundred twenty-five thousand three hundred thirty-six dollars and fourteen cents (\$225,336.14). The COUNTY will make monthly payments of eighteen thousand seven hundred seventy-eight dollars and one cent (\$18,778.01), 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.

Handwritten:
12/11/17

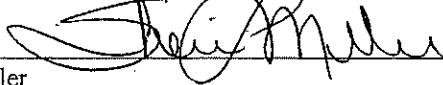
Section 3.2.2.2 is hereby amended as follows:

3.2.2.2 JUVENILE ADP. When the ADP exceeds or falls below the contracted rate in any calendar quarter, the compensation variance will be figured on the average number of JUVENILES above or below the contracted ADP for that quarter multiplied by the per diem rate of \$0.20 per juvenile per day. (Example: If the ADP for a quarter is 10 above the contracted ADP, additional compensation due will be calculated as follows: 10 x \$0.20 x 91)

REASON FOR CHANGE: updated nursing hours, updated pricing.

AMENDMENT AGREED TO AND ACCEPTED:

ADVANCED CORRECTIONAL HEALTHCARE, INC.



Sherri Miller
President & Chief Operations Officer

12/2/2018

Date

COUNTY OF RACINE, WISCONSIN

County Executive

Date



County Corporation Counsel

12/20/17

Date



County Clerk

12/22/17

Date



Finance Director

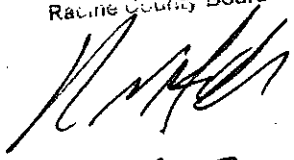
12-15-17

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 December 11, 2017, the price may be subject to increase.

Russell A. Clark
Racine County Board Chairman


12-20-17

**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 Feb 25, 2018 at 12:01 A.M.

Section 1.8 is hereby amended as follows:

- 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

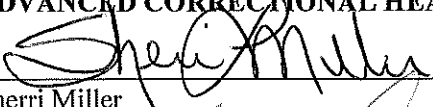
- 5.15.1 ACH will maintain professional liability insurance, including civil rights liability, with minimum limits of One Million Dollars (\$1,000,000) each occurrence, Three Million Dollars (\$3,000,000) annual aggregate.
- 5.15.2 ACH will maintain workers' compensation and employer's liability insurance 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.

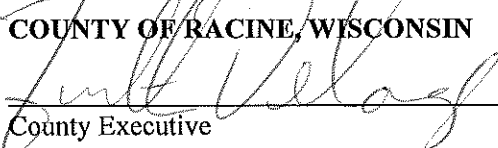
REASON FOR CHANGE: Added QMHP services; increased price; updated language.

AMENDMENT AGREED TO AND ACCEPTED:


ADVANCED CORRECTIONAL HEALTHCARE, INC.



Sherri Miller
President & Chief Operations Officer
Date 2/28/18

COUNTY OF RACINE, WISCONSIN


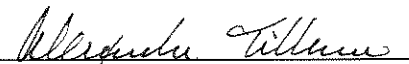
County Executive
Date 01-12-18



County Corporation Counsel
Date 1-12-18



County Clerk
Date 1/12/18



Finance Director
Date 1-12-18

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.