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DEC 29 2010

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Joe Aiello
Sangamon County Clerk

Finance Committee Resolution

WHEREAS, the Sangamon County Sheriff's Office is responsible for the medical care provided to inmates; and

WHEREAS, the Sheriff's Office has experienced difficulty in recruiting and retaining nursing staff; and

WHEREAS, the Sheriff's Office currently contracts with Advanced Correctional Healthcare (ACH) for other medical services provided in the Jail; and

WHEREAS, other counties provide for medical care through contractual services; and

WHEREAS, ACH provides similar services in other counties and correctional institutions; and

WHEREAS, contracting with ACH will allow the County to suspend the use of costly temporary nursing, and relieve the county of direct responsibility for maintaining medical staff, and reduce direct liabilities associated with operating a jail ; and

WHEREAS, the contract with ACH increases nursing coverage provided in the Jail; and

WHEREAS, the cost of the contract requires the approval of the Sangamon County Board;

NOW, THEREFORE, BE IT RESOLVED, that the Sangamon County Board in session this January 11, 2011, approves the attached hereto contract with Advanced Correctional Healthcare to provide medical services in the Sangamon County Jail.

Andrew Johnson
Jim Bunch
Sam Malachuk
John Davsko
[Signature]
[Signature]

RECEIVED
 DEC 28 2010
 Paul Palazzolo
 SANGAMON COUNTY AUDITOR

Professional
Service

**AGREEMENT FOR THE PROVISION OF INMATE HEALTH SERVICES
AT THE SANGAMON COUNTY JAIL, SANGAMON COUNTY, ILLINOIS**

This AGREEMENT entered into by and between the County of Sangamon, located in the State of Illinois (hereinafter the "COUNTY") and Advanced Correctional Healthcare, Inc. (hereinafter "ACH").

Recitals

WHEREAS, the COUNTY desires to provide professional and responsive healthcare services to the inmates of Sangamon County Jail for the good health and well being of the inmates of the Jail; and

WHEREAS, ACH is a corporation which provides health care services in incarceration facilities.

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

Contract Documents

The entire agreement of the parties is set forth in the Contract Documents, which for the purposes of interpretation shall have the following hierarchy:

1. This AGREEMENT with all attachments and exhibits incorporated herein.

Definitions

1. SANGAMON COUNTY INMATES. Sangamon County Inmates shall be defined as those persons booked into custody under the jurisdiction of the Sangamon County Sheriff's Department and presently incarcerated in the Sangamon County Jail and Jail work release inmates in the custody of the Jail, not to include Sangamon County inmates housed in other facilities or inmates housed for other counties, State Department of Corrections, INS, US Marshals, or other Federal Agencies (hereinafter "Sangamon County Inmates").
2. NON-COUNTY INMATES. Non-County Inmates shall be defined as Sangamon County Inmates housed in other facilities, inmates housed in the Sangamon County Jail for other counties, State Department of Corrections, INS, US Marshals, or other federal agencies (hereinafter "Non-County Inmates").
3. MIDDLELEVEL PRACTITIONER. A Midlevel Practitioner shall be defined as an Advanced Registered Nurse Practitioner or Physician Assistant who has completed an advanced training program. All midlevel practitioners shall be duly licensed to practice medicine in the state of Illinois.

1.0 DUTIES AND OBLIGATIONS OF ACH

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

1.1 Scope of Services to be Provided by ACH

- 1.1.1 SITE MEDICAL DIRECTOR/PHYSICIAN. Physician shall visit the facility once each week for a minimum of two (2) hours at the discretion of the SHERIFF or his designee or as otherwise agreed to by the SHERIFF and ACH. Physician shall serve as the facility's Site Medical Director and be available by telephone to facility and medical staff on an on-call basis, seven (7) days per week, twenty-four (24) hours per day.

- 1.1.2 NURSE PRACTITIONER. Nurse Practitioner shall visit the facility each week for a minimum of ten (10) hours at the discretion of the SHERIFF or his designee or as otherwise agreed to by the SHERIFF and ACH. Nurse Practitioner shall be available by telephone to facility and medical staff on an on-call basis, seven (7) days per week, twenty-four (24) hours per day.
- 1.1.3 PSYCHIATRY. Psychiatrist shall visit the facility once each week for a minimum of two (2) hours at the discretion of the SHERIFF or his designee or as otherwise agreed to by the SHERIFF and ACH.
- 1.1.4 NURSING. ACH shall provide on-site nursing coverage, to include up to one hundred forty-four (144) hours nursing services per week, excluding Paid Time-Off (PTO) for illness of less than one (1) full shift. This will include an RN forty (40) hours per week and LPN one hundred four (104) hours per week. The noted number of hours is designed to support an inmate population up to 350. COUNTY and ACH agree to review nursing hours should the ADP significantly exceed this level.
- 1.1.5 MENTAL HEALTH WORKER. A licensed clinical social worker shall visit the facility each week for a minimum of twenty (20) hours at the discretion of the SHERIFF or his designee or as otherwise agreed to by the SHERIFF and ACH.
- 1.1.6 MEDICAL RECORDS CLERK. A medical records clerk shall visit the facility each week for up to eighteen (18) hours at the discretion of the SHERIFF or his designee or as otherwise agreed to by the SHERIFF and ACH.
- 1.1.7 ON-SITE SERVICES.
- 1.1.7.1 ACH shall provide for COUNTY inmates:
- 1.1.7.1.1 Basic pharmaceuticals, including prescription medications and prescribed over-the-counter medications;
 - 1.1.7.1.2 HIV/AIDS, Hepatitis, Cystic Fibrosis, Multiple Sclerosis, Biologicals (as defined in the Physician Desk Reference), Cancer and/or court-ordered medications and testing up to the annual financial liability limit in Section 1.1.7;
 - 1.1.7.1.3 On-site laboratory testing to include finger-stick blood sugar, urine dipstick for pregnancy and/or infection;
 - 1.1.7.1.4 TB skin tests for inmates as directed by the Sheriff;
 - 1.1.7.1.5 Disposable medical supplies intended for one-time use (not to include durable or reusable equipment or supplies);
 - 1.1.7.1.6 Medical waste removal; and
 - 1.1.7.1.7 Dental triage screenings, in accordance with criteria established by a licensed dentist, for the purpose of identifying patients in need of serious dental services. ACH shall not provide or be financially responsible for the cost of dental services.
- 1.1.7.2 ACH shall provide for NON-COUNTY inmates:
- 1.1.7.2.1 On-site evaluation and medical care;
 - 1.1.7.2.2 Prescribed over-the-counter medications;
 - 1.1.7.2.3 On-site laboratory testing to include finger-stick blood sugar, urine dipstick for pregnancy and/or infection;

- 1.1.7.2.4 TB skin tests for inmates as directed by the Sheriff;
- 1.1.7.2.5 Disposable medical supplies intended for one-time use (not to include durable or reusable equipment or supplies);
- 1.1.7.2.6 Medical waste removal; and
- 1.1.7.2.7 Dental triage screenings, in accordance with criteria established by a licensed dentist, for the purpose of identifying patients in need of serious dental services. ACH shall not provide or be financially responsible for the cost of dental services.

Prescription pharmaceuticals for non-county inmates will be invoiced to the COUNTY at a discounted rate.

- 1.1.7.3 ACH shall provide for SHERIFF Jail Staff:
 - 1.1.7.3.1 Pre-employment physicals for Jail staff, as directed by the Sheriff;
 - 1.1.7.3.2 TB skin tests for Jail Staff, as directed by the Sheriff

All medical care provided by ACH shall be rendered by professionals licensed to practice in the State of Illinois.

- 1.1.6 OFF-SITE AND/OR MOBILE SERVICES. When off-site and/or mobile service care are required for medical reasons, ACH shall arrange and be financially responsible for the cost of inpatient hospital services, outpatient hospital services, mobile services, specialty services, dental care, laboratory, x-ray, diagnostic testing, consultation services, and medically indicated ambulance transportation provided off-site or by mobile unit while the patient is a Sangamon County Jail inmate, subject to the financial liability limit noted in Section 1.1.7. ACH shall arrange all off-site treatment and/or mobile services in accordance with the SHERIFF'S Policies and Procedures.

All invoices for off-site care will be forwarded to the SHERIFF's office by the provider(s). SHERIFF will then forward those invoices to ACH for re-pricing at the applicable rate and payment. A reconciliation report will be provided by ACH to the COUNTY upon request and will be a summary report of costs applied towards the \$50,000.00 annual financial liability limit.

- 1.1.7 FINANCIAL LIABILITY LIMIT. ACH's total financial responsibility for the cost of HIV/AIDS, Hepatitis, Cystic Fibrosis, Multiple Sclerosis, Biologicals (as defined in the Physician Desk Reference), and Cancer medications, inpatient hospital services, outpatient hospital services, mobile services, specialty services, dental care, laboratory, x-ray, diagnostic testing, consultation services, and medically indicated ambulance transportation provided off-site or by mobile unit provided to Sangamon County Jail inmates, shall be limited to an aggregate amount of fifty thousand dollars (\$50,000.00) per 12 month contract term with the COUNTY responsible for all off-site, specialty and mobile service costs exceeding the aggregate limit. The date of service, or date of admission in the case of a hospital visit, shall be used to determine the calendar month in which the expenses are to be applied toward the \$50,000.00 12 month aggregate limit. Any costs exceeding the \$50,000.00 12 month aggregate limit, will be reconciled back to the COUNTY at the time the costs exceed the limit or monthly as needed.

Any monies remaining in the 12 month financial liability pool after receipt of invoices for services will be shared with the County at a rate of 90% County/10% ACH within 90 days after the 12 month period. Receipts for services received more than 90 days after the close of the 12 month financial liability pool period will be forwarded to the County for payment. ACH shall not be financially responsible for any costs associated with off-site medical care and treatment for Non-County inmates. In the event the contract is terminated prior to the 12 month annual term in which the annual liability limit applies, the annual liability limit available for services will be prorated for the portion of the 12 month period elapsed. Costs greater than the prorated amount will be the responsibility of the County.

- 1.2 **Management services.** ACH shall provide management services to include: a comprehensive Strategic Plan; site specific Policies and Procedures; Protocols; Peer Review; Orientation In-Service Training for correctional officers with regard to accessing inmate healthcare services; Continuous Quality Improvement (CQI); Cost Containment; Utilization Management; Risk Management programs; HIPAA (Health Insurance Portability and Accountability Act) and NCCHC (National Commission on Correctional Health Care) Compliance programs specific to the Jail's medical operations including compliance with chronic disease programs.

1.3 **Staffing**

ACH shall provide staffing limited to physician, nurse practitioner, psychiatrist, nursing and mental health worker coverage necessary for the rendering of healthcare services to the inmates of Sangamon County Jail as described herein. The minimum service requirements include:

- 1.3.1 **SITE MEDICAL DIRECTOR/PHYSICIAN.** Physician shall visit the facility once each week for a minimum of two (2) hours at the discretion of the SHERIFF or his designee or as otherwise agreed to by the SHERIFF and ACH. Physician shall serve as the facility's Site Medical Director and be available by telephone to facility and medical staff on an on-call basis, seven (7) days per week, twenty-four (24) hours per day.
- 1.3.2 **NURSE PRACTITIONER.** Nurse Practitioner shall visit the facility each week for a minimum of twenty (20) hours at the discretion of the SHERIFF or his designee or as otherwise agreed to by the SHERIFF and ACH. Nurse Practitioner shall be available by telephone to facility and medical staff on an on-call basis, seven (7) days per week, twenty-four (24) hours per day.
- 1.3.3 **PSYCHIATRY.** Psychiatrist shall visit the facility once each week for a minimum of two (2) hours at the discretion of the SHERIFF or his designee or as otherwise agreed to by the SHERIFF and ACH.
- 1.3.4 **NURSING.** ACH shall provide on-site nursing coverage, to include up to one hundred forty-four (144) hours nursing services per week, excluding Paid Time-Off (PTO) for illness of less than one (1) full shift. This will include an RN forty (40) hours per week and LPN one hundred four (104) hours per week. The noted number of hours is designed to support an inmate population up to 350. COUNTY and ACH agree to review nursing hours should the ADP significantly exceed this level.

- 1.3.5 MENTAL HEALTH WORKER. A licensed clinical social worker shall visit the facility each week for a minimum of twenty (20) hours at the discretion of the SHERIFF or his designee or as otherwise agreed to by the SHERIFF and ACH.
- 1.3.6 MEDICAL RECORDS CLERK. A medical records clerk shall visit the facility each week for up to eighteen (18) hours at the discretion of the SHERIFF or his designee or as otherwise agreed to by the SHERIFF and ACH.

1.4 **Miscellaneous Duties and Obligations**

- 1.4.1 COLLECTION OF DNA/PHYSICAL EVIDENCE. ACH shall perform the collection of physical evidence (hair, blood, saliva) for the purpose of DNA testing on-site with signed consent from the inmate in accordance with applicable NCCHC guidelines. Court-ordered collection of physical evidence shall be referred to the appropriate Emergency Room. ACH shall not be financially responsible for any costs associated with the collection or testing of physical evidence, including, but not limited to any associated medical and/or laboratory fees, added personnel and court costs, and the cost of DNA collection kits.
- 1.4.2 BODY CAVITY SEARCHES. ACH shall perform body cavity searches on-site with signed consent from the inmate in accordance with applicable NCCHC guidelines. Court-ordered body cavity searches shall be referred to the appropriate Emergency Room. ACH shall not be financially responsible for any costs associated with a body cavity search, including, but not limited to any associated medical and/or laboratory fees, and added personnel and court costs.
- 1.4.3 MEDICAL WASTE. ACH shall be responsible for medical waste removal service at the Sangamon County Jail consistent with all applicable laws.
- 1.4.4 HEALTH EDUCATION. ACH shall provide health education materials to the Sheriff for inmate education.
- 1.4.5 CARE REPORTS. ACH shall review at the scheduled CQI meetings, the health care reports with the SHERIFF or his designee concerning the overall operation of the healthcare services program and the general health of the inmates of Sangamon County Jail.
- 1.4.6 MEETINGS. ACH representatives shall meet, in accordance with a schedule agreed to by the SHERIFF and ACH, with the SHERIFF or his designee concerning procedures within the Sangamon County Jail and any proposed changes in health-related procedures or other matters, which either party deems necessary.
- 1.4.7 RECORDS. ACH shall maintain, cause, or require to be maintained complete and accurate medical records for each inmate who has received health care services. Each medical record shall be maintained in accordance with applicable laws, the Illinois Department of Corrections Minimum Standards for Jails and Lockups and the SHERIFF'S Policies and Procedures. The medical records shall be kept separate from the inmate's confinement record. A complete original of the applicable medical record shall be available to accompany each inmate who is transferred from the Sangamon County 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. ACH shall comply with Illinois and Federal law 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 ACH except as provided by the SHERIFF'S Policy, by a court order, or otherwise in accordance with applicable laws. At expiration of the Contract period, all medical records shall be delivered to and remain with the SHERIFF. However, the SHERIFF shall provide ACH with reasonable ongoing access to all medical records even after the expiration of the Contract for the purpose of defending litigation. Inmate medical records shall at all times be the property of the Sangamon County SHERIFF.

ACH shall make available to the SHERIFF, unless otherwise specifically prohibited, at the SHERIFF'S request, all records, documents and other papers relating to the direct delivery of health care services to Sangamon County inmates hereunder.

During the Contract period and for a reasonable time thereafter, the SHERIFF will provide ACH, at ACH's request, the SHERIFF'S records relating to provision of health care services to inmates as may be reasonably requested by ACH in connection with an investigation of, or defense of any claim by a third party related to ACH's conduct. Consistent with applicable state and federal laws and the foregoing provision, the SHERIFF will make available to ACH such records as are maintained by the SHERIFF, hospitals and other off-site health care providers involved in the care or treatment of inmates (to the extent the SHERIFF has any control over those records) as ACH may reasonably request. Any such information provided by the SHERIFF to ACH that the SHERIFF considers confidential shall be kept confidential by ACH 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 investigative records shall not be required to be provided to ACH or any other person or entity (except as may be required by law).

1.4.8 SHERIFF'S POLICIES AND PROCEDURES. ACH shall operate within the requirements of the SHERIFF'S Policies and Procedures which directly relate to the provision of medical services and other Policies and Procedures of the SHERIFF which may impact on the provision of medical services. Such Policies and Procedures may change from time to time; if so, ACH will be promptly notified and shall operate within all policies or modifications thereof.

1.5 ACH Will Not Be Responsible For:

1.5.1 ELECTIVE CARE. ACH shall not provide elective medical care to inmates. Elective medical care shall be defined as care which, if not provided would not, in the opinion of ACH's Medical Director (licensed physician employed by ACH), cause the inmate's health to deteriorate or cause harm to the inmate's well being. Decisions concerning elective medical care shall be consistent with the applicable American Medical Association (AMA) Standards.

1.5.2 OTHER EXPENSES. ACH will not be responsible for any other expenses, including, but not limited to, dentures and dental restoration, optical care not related to injury, illness or infection, eyeglasses and optical supplies, durable medical equipment and supplies, office supplies, prosthetics and prosthetic supplies. ACH shall not be financially responsible for any costs associated with off-site care and/or treatment of Non-County Inmates.

2.0 DUTIES AND OBLIGATIONS OF THE SHERIFF

2.1 Security

The SHERIFF shall maintain responsibility for the physical security of the Sangamon County Jail and the continuing security of the inmates.

ACH and the SHERIFF 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 inmates and SHERIFF'S staff, consistent with the correctional setting. The SHERIFF will provide security sufficient to enable ACH and its personnel to safely provide health care services described in this contract.

The SHERIFF and the COUNTY shall not be liable for loss of or damage to equipment and supplies of ACH, its agents, employees or subcontractors unless such loss or damage was caused by the sole negligence of the SHERIFF'S employees.

The SHERIFF shall screen ACH's proposed staff to insure that they will not constitute a security risk. The SHERIFF shall have final approval of ACH's employees in regards to security/background clearance.

2.2 Office Equipment and Supplies

The SHERIFF shall provide use of COUNTY-owned office equipment, office supplies and all necessary utilities in place at the Jail's health care facilities. Upon termination of this AGREEMENT, ACH shall return to the COUNTY possession and control of all COUNTY-owned medical and office equipment. At such time, the office equipment shall be in good working order, with allowances made for reasonable wear and tear.

2.3 Non-Medical Care of Inmates

The SHERIFF shall provide for all other personal needs (non-medical) of the inmates while in the Sangamon County Jail, including but not limited to: daily housekeeping services, dietary services including special supplements, liquid diets, or other dietary needs, building maintenance services, facility cleansing for ectoparasites, personal hygiene supplies and services, clothing and linen supplies.

2.4 Inmate Information

The SHERIFF shall provide, as needed, information pertaining to inmates that ACH and the SHERIFF mutually identify as reasonable and necessary for ACH to adequately perform its obligations to the SHERIFF and the COUNTY.

3.0 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 **\$615,167.55**. The COUNTY shall make monthly payments of 1/12th of this amount (**\$51,263.96**) to ACH prior to the first of each month during the term of this AGREEMENT.

3.1.1 ANNUALIZED AMOUNT UPON RENEWAL. Upon the annual anniversary date of this AGREEMENT, the annualized amount of increase shall not exceed **2.75%**, unless agreed to by both parties in advance of the renewal date.

3.2 Quarterly Adjustments

Account reconciliation shall be completed for each calendar year fiscal quarter. Adjustments shall be made for variances in the average daily inmate population, non-covered pharmaceuticals purchased, and other expenses such as equipment or services purchased by ACH (with prior approval of the COUNTY) on behalf of the COUNTY. 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.

3.2.1 ADJUSTMENT FOR AVERAGE DAILY POPULATION. Average daily population for a given calendar year quarter shall be determined from Sangamon County Jail census records. For billing purposes, the average daily population shall be based on an average population of **325** inmates per day. When the average daily population exceeds or falls below the base rate in any calendar quarter, the compensation variance shall be figured on the average number of Sangamon County Jail inmates above or below the base level for that quarter multiplied by the per diem rate of **\$1.07** per inmate per day. *(Example: If ADP for Q1 2011 is 335, additional compensation due will be calculated as follows: $10 \times \$1.07 \times 91$).* It is understood that Non-County Inmates are not included in the average daily inmate population.

To cover the cost of **incidental medical expenses on NON-COUNTY inmates**, a separate per diem of **\$.20** per day will be assessed for each **NON-COUNTY** inmate housed in Sangamon County Jail in excess of the starting **NON-COUNTY ADP of 20**. ACH will request the monthly count for these separate populations on a calendar year quarterly basis.

4.0 TERM AND TERMINATION

4.1 Term

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The term of this AGREEMENT shall be from _____ through _____ . This AGREEMENT shall automatically renew for successive one-year periods unless either party gives ninety (90) days notice prior to the end of a term.

4.2 Termination

- 4.2.1 **TERMINATION FOR LACK OF APPROPRIATION.** It is understood and agreed that this AGREEMENT shall be subject to annual appropriations by the Sangamon County Board. Notwithstanding any provisions herein to the contrary, if funds are not appropriated for this AGREEMENT, then upon exhaustion of such funding, the COUNTY and SHERIFF shall be entitled to immediately terminate this AGREEMENT without penalty or liability. Recognizing that such termination may entail substantial costs for ACH, the COUNTY and SHERIFF will act in good faith and make every effort to give ACH notice of any potential problem with funding or appropriations. The SHERIFF shall pay for services rendered up to the point of termination.
- 4.2.2 **TERMINATION FOR CAUSE.** The SHERIFF reserves the right to terminate this AGREEMENT immediately in the event that ACH discontinues or abandons operations or if ACH fails to comply with any section or part of the AGREEMENT. The SHERIFF shall pay for services rendered up to and including the point of termination, but shall not pay any penalty.
- 4.2.3 **TERMINATION WITHOUT CAUSE.** Notwithstanding anything to the contrary contained in this AGREEMENT either the SHERIFF or ACH may, without prejudice to any other rights they may have, terminate this AGREEMENT for convenience and without cause, by giving ninety (90) days written notice to the other party.
- 4.2.4 **COMPENSATION UPON TERMINATION.** If any of the termination clauses are exercised, ACH will be paid by the SHERIFF for all scheduled work completed by ACH up to the termination date set forth in the written termination notice.

5.0 GENERAL TERMS AND CONDITIONS

5.1 Independent Contractor

It is understood and agreed that an independent contractor relationship is hereby established under the terms and conditions of this AGREEMENT. The employees or agents of ACH 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 ACH. ACH assumes all financial responsibility for the employees of ACH, such as wages, withholding taxes, social security, sales and other taxes, which may be related to the services to be provided under this AGREEMENT.

- 5.1.1 **SUBCONTRACTING.** In order to discharge the obligations hereunder, ACH may engage certain health care professionals as independent contractors rather than employees. As the relationship between ACH and these health care professionals will be that of independent contractor, ACH will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. ACH will exercise control over the manner or means by which these independent contractors perform their medical duties. This control will be exercised reasonably consistent with the independent medical judgment these independent contractors are required to exercise. ACH shall exercise administrative supervision over such professionals necessary to insure the strict fulfillment of the obligations contained in this AGREEMENT.

All terms and conditions of this AGREEMENT shall be included in all such subcontracts. For each agent and subcontractor, including all medical professionals, physicians, and nurses performing duties as agents or independent contractors of ACH under this AGREEMENT, ACH shall provide the SHERIFF proof that, for each such professional, there is in effect during the period that person is engaged in the performance of this AGREEMENT, a professional liability or medical malpractice insurance policy, in an amount or amounts of one million dollars coverage per occurrence and three million dollars annual aggregate coverage.

5.1.2 **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 physicians, nurse practitioners, and/or nursing staff. ACH has a significant investment in the training and professional development of our physicians, nurse practitioners, and/or nursing staff and they are valued employees or independent contractors of ACH. If COUNTY should hire any ACH physician, nurse practitioners, and/or nursing staff employed by ACH or working at this facility during the contract term or within one year after contract termination, COUNTY will be billed a professional replacement fee of Ten Thousand Dollars (\$10,000.00) to compensate ACH for this employee or independent contractor.

5.2 **Equal Employment Opportunity**

ACH will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, or because of the attainment of forty (40) or more years of age, or handicap unrelated to the bona fide occupational qualification of the position, or status as a disabled veteran.

5.3 **Miscellaneous General Terms and Conditions**

5.3.1 **ENTIRE AGREEMENT.** This AGREEMENT with the attached Health Care Program and Cost Proposal 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.

5.3.2 **INDEMNIFICATION.** ACH shall be responsible for claims resulting from negligent conduct by ACH, its employees, agents or subcontractors while performing its duties under this AGREEMENT and shall indemnify and hold harmless the COUNTY and SHERIFF and their employees, agents and subcontractors for such claims. If a claim is brought against the COUNTY, JAIL or SHERIFF relating to the negligent performance by ACH, its employees, agents or subcontractors of its duties under this AGREEMENT, the COUNTY, JAIL or SHERIFF shall promptly notify ACH of such claim. ACH shall take all steps necessary to promptly defend and protect the COUNTY, JAIL and SHERIFF including the retention of defense counsel. However, ACH shall not be responsible for any claims arising out of: (1) the COUNTY, JAIL or SHERIFF or their employees or agents intentionally preventing any persons from receiving medical care ordered by ACH, its health staff, employees, agents or subcontractors; or (2) the negligence of the COUNTY, JAIL, or SHERIFF or

their employees or agents in promptly presenting an ill or injured person to ACH for treatment if it should have been obvious to a non-medical individual that the person was in serious need of immediate medical attention; or (3) the COUNTY, JAIL, or SHERIFF or their employees or agents breach of the AGREEMENT.

- 5.3.3 INSURANCE LIMITS. ACH shall procure and maintain in effect throughout the term of this AGREEMENT insurance policies with coverage not less than the types and amounts specified in this Section.
- 5.3.3.1 Commercial General Liability Insurance Policy with limits of \$1,000,000 per occurrence and \$1,000,000 aggregate
 - 5.3.3.2 Workers' Compensation Insurance and Employers Liability Policies with limits of \$500,000 per incident
 - 5.3.3.3 Commercial Automobile Liability Insurance Policy with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles
 - 5.3.3.4 Professional Liability Insurance with limits per claim of \$1,000,000 and annual aggregate of \$3,000,000.00. Contractor shall require all subcontractors to meet this requirement.
 - 5.3.3.5 Civil Rights Insurance with limits per claim of \$1,000,000 and annual aggregate of \$3,000,000.00
- 5.3.4 WAIVER OF 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.
- 5.3.5 OTHER CONTRACTS AND THIRD PARTY BENEFICIARIES. The parties acknowledge that ACH 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 provision of medical care to Inmates at the Sangamon County 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 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.
- 5.3.6 AMENDMENTS. This AGREEMENT may be amended at any time only with the written consent of both parties.
- 5.3.7 ASSIGNMENT. Neither party may assign rights or delegate any obligations created by this AGREEMENT without the prior written consent of the other party, which consent must not be unreasonably withheld. Any assignment in violation of the AGREEMENT is void. This AGREEMENT must be binding upon the heirs, successors, legal representatives and permitted assigns of the parties.
- 5.3.8 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.

- 5.3.9 **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 government agency or authority, local, State, or Federal, or because of riots, or of public disturbances, strikes, lockouts, differences with workmen, 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.
- 5.3.10 **NOTICES.** All notices to the SHERIFF and to the COUNTY shall be addressed to the SHERIFF at the Sangamon County Jail, 1 Sheriff's Plaza, Springfield, Illinois 62701. All notices to ACH shall be addressed to ADVANCED CORRECTIONAL HEALTHCARE, INC., Attn: Neil Leuthold, 3922 West Baring Trace, Peoria, IL, 61615-2500. Date of receipt shall be used for the purpose of notices.
- 5.3.11 **GOVERNING LAW.** This AGREEMENT shall be governed by the laws of the State of Illinois.
- 5.3.12 **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 hereto have hereunto set their hands and seals the date and year written below.

COUNTY OF SANGAMON, IL

**ADVANCED CORRECTIONAL
HEALTHCARE, INC.**

Andy Van Meter
Title:
Chairman, Sangamon County Board

Neil Leuthold
Title:
President

DATE

DATE