

AGREEMENT FOR INMATE HEALTH SERVICES

This Agreement For Inmate Health Services (the Agreement") is entered into and effective this 1st day of February 2013, by and between the County of Will in the State of Illinois, including the Sheriff of Will County and the Chief Judge of the 12th Judicial Circuit, (the "County"), and Correct Care Solutions, LLC, a Kansas limited liability company ("CCS").

RECITALS

WHEREAS, the County desires to provide health services to the adult inmates and juvenile detainees of the County at the Will County Adult Detention Center and the River Valley Detention Center (collectively, the "Jail");

WHEREAS, CCS provides correctional health care and health care management services and desires to provide such services to the County under the terms and conditions contained herein.

WHEREAS, County wishes to engage CCS to provide correctional health care and health care management services on behalf of the County to the Jail's adult and juvenile inmates and detainees (collectively, the "Jail Population") and CCS has agreed to provide such services;

NOW THEREFORE, for and in consideration of the mutual agreements as hereafter set forth, the parties agree as follows:

I. SCOPE OF SERVICES INCLUDED

- A. **GENERAL.** CCS shall provide or arrange for health care services for the Jail Population while such individuals are incarcerated at the Jail in accordance with the terms of this Agreement. The scope of services are those described in CCS RFP response dated November 13, 2012 attached hereto as Exhibit A and incorporated herein (the "RFP Response") and the Request for Proposal No 2013-15 (the "RFP"), unless specific terms contained in those documents are in conflict, in which case the order of priority of documents shall be this Agreement, the RFP Response, and the RFP.
- B. **STAFFING HOURS.** CCS will provide medical, dental, technical and support personnel on-site consistent with the staffing hours set forth in the RFP Response.
- C. **STAFFING LEVELS ADJUSTMENTS.** Actual staffing needs may be affected by medical emergencies, riots, increased or decreased population, and other unforeseen circumstances. In any such event, the parties shall negotiate in good faith with respect to changes in such staffing requirements. Any such changes must be in writing and signed by the County, or its designee, and CCS.
- D. **STAFFING CHANGES.** CCS shall not make staffing changes without prior notice to the County/Sheriff/Superintendent. In recognition of the sensitive nature of correctional services, if the Sheriff/Superintendent in his reasonable discretion becomes dissatisfied with any health care personnel provided by CCS, CCS shall, following written notice from the Sheriff/Superintendent of dissatisfaction and the reasons therefore, exercise its best efforts to resolve the problem. If the

problem is not resolved to the Sheriff/Superintendent's reasonable satisfaction within ten (10) business days, CCS shall remove the individual about whom the Sheriff/Superintendent has expressed dissatisfaction. Should removal of an individual become necessary, CCS will be allowed market-reasonable time to find an acceptable qualified replacement. If, in the sole judgment of the Sheriff/Superintendent, immediate removal of any health care personnel is necessary, that person shall be removed immediately and likewise, CCS will be allowed market-reasonable time to find an acceptable qualified replacement.

E. SPECIFIC STAFFING SERVICES.

1. ASSESSMENT. CCS shall provide health assessment of an inmate or detainee as soon as possible, but not later than fourteen (14) days for adults and seven (7) days for juveniles after the arrival of the inmate or detainee at the Jail. The health assessment shall follow the guidelines of the current applicable NCCHC standards.
2. SCHEDULED SICK CALL. CCS shall provide a qualified healthcare professional to conduct sick calls on a timely basis and in a clinical setting. A physician will be available to see inmates at least once per week.
3. All nursing and physician staff provided by CCS shall be trained in accordance with National Commission on Correctional Health Care (NCCHC) standards.

F. AMBULANCE SERVICE. In the event that ambulance service is required due to a medical emergency, CCS shall provide or arrange for expedient emergency ambulance service for members of the Jail Population. Only if ambulance service is requested by the Sheriff/Superintendent's personnel shall costs associated with this service be applied to the offsite medical services cap as more specifically described on Exhibit B (the "Cap").

G. PHARMACY. CCS shall provide monitoring of pharmacy usage as well as development of a preferred drug list. CCS shall cover the cost of all prescription and non-prescription medications prescribed by a duly licensed CCS physician to County inmates and juveniles. In the unlikely event of costs associated with hemophiliac medications, such costs will be included as part of the Cap on Exhibit B. CCS will bear the expense of all over-the-counter medication regardless of County or non-County Inmate status. Prescription, dispensing, and administration of medication shall comply with all State and Federal laws and related regulations and shall be dispensed under the supervision of appropriately licensed health care providers.

H. MEDICAL SUPPLIES. CCS shall provide and bear the costs for all medical supplies required for the Jail. Medical supplies shall be defined as all medical supplies, equipment and/or commodity items with a unit cost of \$400 or less.

I. PATHOLOGY SERVICES. CCS shall arrange for all pathology services (also referred to as laboratory services). Said services shall be performed on-site whenever reasonably possible, and all such on-site services shall be at CCS' cost. To the extent such care cannot be rendered at the Jail, CCS will arrange and apply expenses to the Cap. The County will be responsible for, and bear the cost of,

transporting inmates to off-site facilities for pathology services.

- J. MEDICAL WASTE. CCS will remove and bear the cost of properly disposing of medical waste material according to all applicable state laws and OSHA-regulated standards, as generated within the performance of CCS' duties under this Agreement.
- K. DENTAL. CCS shall provide and bear the cost of medically necessary dental services for, as determined by the CCS medical director. CCS will provide screenings, and appropriate dental care as required by NCCHC standards and Federal and state statutes. Dental services for the Juveniles will occur off-site.
- L. HOSPITALIZATION. CCS will arrange for the hospitalization of persons who, in the opinion of the treating physician and/or CCS' medical director, require hospitalization. CCS will coordinate the transportation with the Sheriff's office/RVDC Personnel. Costs for such hospitalization will be applied to the Cap.
- M. CONSULTING PHYSICIAN. CCS shall cover the cost of payment to consulting physician(s) for members of the Jail Population who, in the opinion of CCS's medical director, require a consulting physician.

II. ADMINISTRATIVE SERVICES INCLUDED

- A. HEALTH EDUCATION AND TRAINING. CCS shall conduct an ongoing health education and training program for the County as outlined in the RFP Response.
 - 1. HEALTH CARE REPORTS. CCS shall provide monthly and quarterly reports as requested by the County and as outlined in the RFP Response.
 - 2. MEETINGS. CCS shall meet quarterly with the Sheriff/Superintendent or his designee concerning procedures within the Jail and any proposed changes in health-related procedures or other matters, which both parties deem necessary.
 - 3. TRAINING FOR SHERIFF'S DEPUTIES /JAILERS/ JUVENILE DETENTION OFFICERS. CCS will establish a training program for the County Deputies, Jailers, and Juvenile Detention Officers (JDO) in accordance with the needs mutually established by the County and CCS.
 - 4. HEALTH EDUCATION. CCS shall conduct an ongoing health education program for the inmates and detainees of the Jail.
- B. MEDICAL RECORDS MANAGEMENT. CCS shall provide the following medical records management services:
 - 1. RECORD MAINTENANCE. CCS shall maintain, cause or require the maintenance of complete, legible and accurate medical records for all inmates/detainees of the Jail that have received health care services. The medical records shall be kept separate from the inmate or detainee's confinement record. A complete original of the applicable medical record shall be available to accompany each inmate or detainee who is transferred from the jail to another location for off-site services or

transferred to another institution. Medical records shall be kept confidential. Subject to applicable laws regarding confidentiality of such records, CCS shall comply the Sheriff /Superintendent's policies with regard to access by inmates and Jail staff to medical records. No information contained in the medical records shall be released by CCS, except as provided by the Sheriff/Superintendent's policies, by a court order, or otherwise in accordance with applicable law. At expiration of the contract period, all medical records shall be delivered to and remain with the Sheriff/Superintendent, as property of the Sheriff /Superintendent's office.

2. HIPAA COMPLIANCE. Each medical record shall be maintained in accordance with the laws in the State of Illinois, the Will County Sheriff's Policies and Procedures, River Valley Detention Center Policies and Procedures, and the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and any other state or federal privacy statute or regulation.
3. AVAILABILITY OF RECORDS. CCS shall make available to the Sheriff /Superintendent or County, unless otherwise specifically prohibited, at the Sheriff /Superintendent's or County's request, all records, documents and other papers relating to CCS' delivery of health care services to the Jail Population hereunder. Notwithstanding anything herein this Agreement to the contrary, the parties acknowledge and agree that neither party shall be required to produce any document or information or take any action that may be deemed to violate or waive attorney-client privileges, peer review statutory protections, confidentiality protections, attorney work product protections, or result in the disclosure of proprietary information.

C. CONTRACT MONITOR. CCS shall provide the following for the purpose of the County monitoring this contract:

1. CCS understands the County will employ a contract monitor to monitor the health care contract. CCS will provide the contract monitor unfettered access to all medical records, statistical reports, continuing education, time records, sick call slips, grievances, quality assurance reviews and attendees at CQI meetings as the contract monitor deems necessary to fulfill his/her duty. CCS further understands that contract monitor will determine in the County's behalf whether or not the County is and has been receiving the staffing and services indicated in the contract. The contract monitor has the right to enforce the penalty provisions or to call other individuals or organizations to assist him/her in the evaluation of the medical/dental services.
2. COMPLIANCE. The contract monitor shall ensure, on the County's behalf, that the staffing and services provided by CCS meet applicable NCCHC and ACA standards. Upon finding an issue, the contract monitor or the County shall take the following appropriate action:
 - a. Submit to CCS a detailed letter describing the issue. CCS shall have twenty-four (24) hours from delivery of that letter to acknowledge

receipt of the letter.

- b. CCS shall have the opportunity to investigate any issue or discrepancy noted by the contract monitor or County.
- c. If the issue is found to have merit, the County shall grant CCS an appropriate period of time in which to either resolve the issue or submit a mutually agreeable corrective action plan. The timeframe in which to cure the issue will be based on both the severity and nature of the infraction.
- d. If CCS is making satisfactory progress toward resolution, the County may grant an extension for resolution.

III. COST OF SERVICES

- A. OFF-SITE SERVICES. When any health care service is required which cannot be rendered at the Jail, CCS shall make arrangements with the Sheriff/RVDC personnel for the transportation of the inmate(s) or juvenile detainee(s) in accordance with the Sheriff's Policies and Procedures and/or River Valley Juvenile Detention's Policies and Procedures. Said transportation cost and off-site service costs shall be paid by CCS and all such costs shall be applied to the Cap in Exhibit B.
- B. SPECIALTY SERVICES. Specialty services shall be defined as medical services that require physicians to be licensed in a specialty such as obstetrics, gynecology, dermatology, dietetic and any other specialized field of medicine. When medically necessary, CCS' authorized physician and medical staff will initially treat the inmate. CCS' authorized personnel will make a recommendation and obtain approval from the Sheriff/Superintendent's office for specialty care that is required and cannot be rendered on-site. CCS will arrange and coordinate with the Sheriff's office/RVDC Personnel transportation for the provision of such services off-site. The County will be responsible for and bear the cost of transporting inmates and/or detainees to CCS-designated facilities for said specialty services.
- C. OFFICE SUPPLY AND EQUIPMENT. The County shall be responsible for providing office equipment, such as desks, chairs, exam tables, and phone services as required for the administrative operations of the medical unit. CCS will provide computers necessary to provide administrative services for the medical unit.
- D. MEDICAL EQUIPMENT. In the event that medical equipment is required, as mutually agreed upon by both parties to assist in providing medical care services to inmates and/or detainees, the County shall be responsible for the cost of said equipment.
- E. BODY CAVITY SEARCHES/COLLECTION OF PHYSICAL EVIDENCE. CCS will not perform body cavity searches, nor collect physical evidence (blood, hair, semen, saliva, etc.), unless the request for such search or collection is accompanied by a written court order, including a search warrant, or required by law (such as DNA testing) and such request is in compliance with NCCHC standards. CCS shall not bear the cost and the County will be responsible for the costs of testing the

collected evidence. After collecting evidence, CCS will turn the specimen over to the Sheriff/Superintendent or a court-designated representative to complete chain-of-custody evidence. Health care personnel under the supervision or employ of CCS shall offer court testimony relative to such collection when required by a subpoena or court order, at no additional cost to the County.

- F. VISION. CCS shall be responsible for the provision of any eyeglasses or any other vision services for County Inmates.

IV. PERSONS NOT COVERED UNDER THIS AGREEMENT

- A. INMATES FROM OTHER COUNTIES/STATE OR FEDERAL GOVERNMENTAL AGENCIES. The parties understand that Non-County Inmates may be housed at the Jail. non-County Inmates will be included and identified in the Jail's average daily population count. CCS will provide all services consistent with this agreement for non-County Inmates. However, cost of all prescription medication and all off-site (outside the facility) health care expenses shall not be paid by CCS and shall be the responsibility of the County. The County shall be responsible for seeking reimbursement from the agency responsible for the non-County Inmate although CCS will bill the appropriate parties directly.
- B. FOR PURPOSES OF THIS CONTRACT: INMATES FROM OTHER COUNTIES/STATE OR FEDERAL GOVERNMENTAL AGENCIES DOES NOT APPLY TO JUVENILES HOUSED AT THE RIVER VALLEY DETENTION CENTER.
- C. COUNTY INMATES TAKEN AND HOUSED IN OTHER COUNTIES. CCS will not be responsible for the medical care and treatment of County Inmates transferred out of the Jail to other correctional facilities.

V. COUNTY'S DUTIES AND OBLIGATIONS

- A. COMPLIANCE WITH HIPAA. The County and its agents shall comply with the applicable provisions of HIPAA. The County and the Sheriff/Superintendent shall implement regulations in compliance with HIPAA.
- B. RECORDS ACCESS. To the extent allowed by law, the County and the Sheriff/Superintendent shall provide CCS with ongoing access to all medical records of the Jail Population, even after the expiration of this Agreement, for the purpose of defending litigation. The medical records of the Jail Population shall at all times be the property of the Sheriff/Superintendent.
- C. RECORD RETENTION. During the term of this Agreement and for a period of three (3) years thereafter for adult inmates from the Will County Adult Detention Center and for a period of three (3) years after juvenile detainees reach the age of 18 years of age, the Sheriff/Superintendent will provide CCS, at CCS' request, the Sheriff/Superintendent's records relating to the provision of health care services to the Jail Population as may be requested by CCS in connection with any investigation of, or defense of, any claim by a third party related to CCS' conduct. To the maximum extent allowed by law, the Sheriff/Superintendent will make available to CCS such records as are maintained by the Sheriff/Superintendent, and any hospitals and other outside health care providers involved in the care or treatment of the Jail Population (to the extent the Sheriff/Superintendent has any control over those records) as CCS may reasonably request. Any such information

provided by the Sheriff/Superintendent to CCS that the Sheriff/Superintendent identifies as confidential shall be kept confidential by CCS and shall not, except as may be required by law, be distributed to any third party without prior written approval by the Sheriff/Superintendent. Notwithstanding any provision of this Agreement to the contrary, the Sheriff/Superintendent's internal affairs records and investigative records shall not be required to be provided to CCS or any other person or entity (except as may be required by law).

- D. SECURITY OF THE JAIL FACILITY AND CCS. Sheriff/Superintendent shall maintain responsibility for the physical security of the Jail Facility and the continuing security of the Jail Population. CCS and the County understand that adequate security services are necessary for the safety of the agents, employees, agent and/or subcontractors of CCS as well as for the security of the Jail Population and Sheriff/Superintendent's staff, consistent with the correctional setting. The Sheriff/Superintendent shall provide security sufficient to enable CCS, its employees, agents and/or subcontractors personnel to safely provide health care services described in this Agreement. CCS shall follow all security directions of the Sheriff/Superintendent while at the Jail or other premises under the Sheriff/Superintendent's direction or control.

- E. WILL COUNTY SHERIFF'S AND RIVER VALLEY DETENTION CENTER'S POLICIES AND PROCEDURES. CCS shall operate within the requirements of the County's and/or the Will County Sheriff's/River Valley Detention Center's Policies and Procedures, which directly relate to the provision of medical services, provided that such Policies and Procedures are provided to CCS in writing.
 - 1. A complete set of said Policies and Procedures shall be maintained by the County to be made available for inspection at the Jail, and CCS may make a reasonable number of copies of any specific section(s) it wishes using the Sheriff/Superintendent's photocopy equipment and paper.
 - 2. Any policy or procedure that may impact on the provision of medical services not made available to CCS shall not be enforceable.
 - 3. Said policies and procedures may change from time to time and, if so, CCS will be promptly notified and shall operate within all policies or modifications thereof.

- F. DAMAGE TO EQUIPMENT. County shall not be liable for loss of or damage to equipment and supplies of CCS, its agents, employees or subcontractors unless such loss or damage was caused by the negligence of the County and/or Sheriff/Superintendent's employees.

- G. SECURE TRANSPORTATION. The Sheriff will provide security as necessary and appropriate in connection with transportation of the Jail Population between the Jail and any other location for off-site services as described herein.

- H. STAFF SCREENING. The County shall screen CCS' proposed staff to ensure that they will not constitute a security risk. The Sheriff/Superintendent shall have final approval of CCS' employees in regard to security/background clearance.

- I. OFFICE EQUIPMENT AND SUPPLIES. Sheriff shall provide use of County-owned office equipment, supplies and all necessary utilities in place of the Jail health

care facilities. At the termination of the contract, CCS shall return to County possession and control of all County-owned medical and office equipment. CCS shall return all equipment in good working order, reasonable wear and tear accepted.

- J. NON-MEDICAL CARE OF INMATES. Sheriff/Superintendent shall provide for all other personal needs (non-medical) of the Jail Population while in the Jail including, but not limited to: housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen services.
- K. INMATE INFORMATION. Sheriff/Superintendent shall provide, as needed, information pertaining to the Jail Population that CCS and the Sheriff mutually identify as reasonable and necessary for CCS adequately to perform its obligations to Sheriff/Superintendent and the County.
- L. FREEDOM OF INFORMATION ACT REQUESTS. In the event the County receives a Freedom of Information Act (FOIA) request pertaining to this agreement, the County shall immediately notify and transmit a copy of said FOIA request to CCS. CCS shall then, within the statutory time frame required to respond to FOIA's as set forth within the FOIA laws, advise the County whether CCS deems the information sought is exempt from disclosure, shall advise the County the reason(s) said information is exempt, citing the exact provision(s) within the FOIA laws justifying exemption, without simply claiming the information is generally "confidential," "proprietary," "exempt from disclosure," or the like, and CCS shall bear all costs, including, but not limited to, litigation costs, defending any action in support of CCS's exemption position.

VI. BASE COMPENSATION/ADJUSTMENTS

- A. MONTHLY PAYMENTS.
 - 1. The monthly amount to be paid by the County to CCS under this Agreement is 1/12 of the annual Base Compensation listed in Exhibit B. Any Cap dollars that are not used will be either returned to the County or rolled into the following year's Cap, whichever option is preferred by the County. Exhibit B contains an annual breakdown of the initial three (3) year period of this contract.
 - 2. Each monthly payment to be paid by the County to CCS on or before the 15th day of the month, beginning February 1, 2013, for services to be rendered in that month.
 - 3. CCS will be required to maintain a performance bond with the County in an amount equal to thirty-three percent (33%) of the first year of the contract. The bond amount may be subject to change on an annual basis but will not exceed thirty-three percent (33%) of any year's annual contract amount.
- B. ADJUSTMENT FOR AVERAGE DAILY POPULATION (ADP) CHANGES. In the event the average monthly ADP for the ADC is greater than 850 in any calendar month, the monthly payment will be adjusted upward using the per diem rate of \$1.50 per inmate per day that is over the noted ADP threshold.

In the event the average monthly ADP for the RVDC is greater than 50 juveniles in any calendar month, the monthly payment will be adjusted upward using the per diem rate of \$0.75 per resident per day that is over the noted ADP threshold.

The inmate population will be recorded on a daily basis during the facility's morning count with an average calculated for each calendar month.

- C. CCS reserves the right to evaluate and recommend staffing changes to be mutually agreed upon, in writing by both parties.

VII. TERM AND TERMINATION

- A. **TERM.** The term of this Agreement shall begin on February 1, 2013 at 12:01 a.m. and continue through January 31, 2016.
- B. **TERMINATION DUE TO CCS' OPERATIONS.** The County reserves the right to terminate this Agreement immediately in the event that CCS discontinues or abandons operations, is adjudicated bankrupt, or is reorganized under any bankruptcy law, or fails to keep in force any required insurance policies. The County shall pay for services rendered up to the point of termination. Both parties agree that such termination will be considered without cause.
- C. **TERMINATION FOR CAUSE.**
 - 1. **BY CCS.** Except as stated in VII.B above, a breach by the County or the Sheriff/Superintendent of any section of this Agreement will be considered grounds for termination of this Agreement by CCS who shall provide written notice specifying the termination effective date at least sixty (60) days before the effective termination date. The written notice will identify in detail the basis for termination. Upon receipt of the written notice, the County shall have ten (10) days to provide a satisfactory written response to CCS. If the County provides a satisfactory written response to CCS and if the County provides adequate explanation for the fault and cures such fault to the reasonable satisfaction of CCS within thirty (30) days of the written notice, the sixty (60) day notice shall become null and void and this Agreement will remain in full force and effect. The County shall pay for services rendered up to the point of termination. Notwithstanding the above, if the breach involves the failure of the County to make any payment due hereunder, CCS may terminate this Agreement on five (5) days' notice, provided that said breach is not cured during said 5-day period.
 - 2. **BY COUNTY.** Failure of CCS to comply with any material provisions of this Agreement will be considered grounds for termination of this Agreement by the Sheriff/Superintendent or the County who shall provide written notice specifying the termination date at least sixty (60) days before the effective date shall commence. Such termination shall be without penalty to the Sheriff/Superintendent or the County. The written notice shall identify in detail the basis for termination. Upon receipt of the written notice of concern, CCS shall have ten (10) days to provide a satisfactory written response to the County. If CCS provides adequate

explanation for the fault, or cures the fault to the reasonable satisfaction of the Sheriff within thirty (30) days of the written notice, the sixty (60) day notice shall become null and void and this Agreement will remain in full force and effect. The County shall pay for services rendered up to the point of termination.

- D. TERMINATION WITHOUT CAUSE. Notwithstanding anything to the contrary contained in this Agreement, the County or CCS may, without prejudice to any other rights it may have, terminate this Agreement without cause by giving at least one hundred eighty (180) days' written notice. The County shall pay for services rendered up to the date of termination.
- E. COMPENSATION UPON TERMINATION. If any of the termination clauses are exercised by any of the parties, CCS will be paid by the County pursuant to the terms of this agreement through the termination day set forth in the written termination notice or as otherwise agreed to by the parties in writing.

VIII. INSURANCE COVERAGE

- A. CCS. At all times during the term of this Agreement, CCS shall maintain at a minimum, insurance coverage and limit requirements in accordance with industry standards and as specified by the County in the RFP.
- B. AGENTS AND SUBCONTRACTORS. For agents and subcontractors, including all medical professionals, physicians and nurses performing duties and agents or independent contractors of CCS under this Agreement:
 - 1. CCS shall provide the County proof that professional liability or medical malpractice coverage in the amount specified above is provided during the period that said professionals are engaged in the performance of this Agreement.
 - 2. CCS shall promptly notify the Sheriff/Superintendent in writing, of each change in coverage, reduction in policy amounts or cancellation of insurance coverage.
- IX. HOLD HARMLESS. CCS agrees to indemnify, hold harmless and defend the County, the Will County Sheriff's Office, River Valley Detention Center, their agents, servants and employees, and each of them against and hold them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorneys' fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise out of or in connection with the actions, omission, negligence or intentional acts of CCS. The foregoing indemnity shall apply except if such injury, death or damage is caused directly or indirectly by the actions, omission, negligence or intentional acts the County, the Will County Sheriff's Office, River Valley Detention Center, their agents, servants or employees or any other person indemnified hereunder.

X. RELATIONSHIP OF THE PARTIES

- A. INDEPENDENT CONTRACTOR. It is mutually understood and agreed, and it is the

intent of the parties hereto that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. The employees or agents of CCS are not now nor shall they be deemed to be employees of the County, the Sheriff, or River Valley Detention Center and the employees of the County, the Sheriff, and River Valley Detention Center are not now nor shall they be deemed to be employees of CCS, for purposes of workers compensation, unemployment insurance, wages, withholding taxes, social security, sales and other taxes that may be directly or indirectly related to the services to be provided under this Agreement.

- B. **SUBCONTRACTING.** No subcontractors shall be used in performing this Agreement without the prior written consent of the Sheriff/Superintendent. In order to discharge its obligations hereunder, CCS may engage certain physicians as independent contractors rather than employees. As the relationship between CCS and these physicians will be that of independent contractor, CCS will not be considered or deemed to be engaged in the practice of medicine. Such independent contractors shall exercise their independent medical judgment in the performance of their duties hereunder. CCS will ensure all subcontractor employees meet or exceed the insurance requirements of this agreement.
- XI. **EQUAL EMPLOYMENT OPPORTUNITY.** CCS will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age or handicap unrelated to a bona fide occupational qualification of the position or because of status as a disabled veteran or Vietnam-Era veteran. CCS will distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening, referral and selection of job applicants, and to prospective job applicants.
- XII. **ENTIRE AGREEMENT.** This Agreement and its attachments constitute the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. This Agreement may be amended at any time, but only with the written consent of all parties.
- XIII. **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. Notwithstanding, the parties acknowledge and agree that CCS shall receive written notice in detail of any and all penalties, performance adjustment, and assessments (collectively "assessments") pursuant to the terms of this Agreement being charged by County to CCS within ninety days of the events that form the basis for such assessments charged to CCS, or County rights to such assessments will be deemed to have been waived.
- XIV. **OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES.** The parties acknowledge that CCS is neither bound by nor aware of any other existing contracts to which either the Sheriff/Superintendent or the County are a party and which relate to the providing of medical care to inmates/detainees at the Jail. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that this Agreement is for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third-party beneficiaries

thereof.

- XV. 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.
- XVI. RENEGOTIATION. The parties intend that this Agreement shall comply with all applicable laws, rules and regulations of all governmental and regulatory authorities. Accordingly, the parties agree to renegotiate, in good faith, any term, condition or provision of this Agreement that any applicable or regulatory authority, or counsel for either party hereto determines to be in contravention of any regulation or law or agency interpretation thereof. In conducting the negotiations, the parties shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they are not able to reach a mutually acceptable solution within twenty (20) days of the date on which a party notifies the other in writing of the need for negotiation, then the party providing such notice may terminate this Agreement on ten (10) days' written notice.
- XVII. EXCUSED PERFORMANCE. In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance within any law, decree or order of any governmental agency or authority of local, State or Federal governments or because of riots, public disturbances, strikes, lockouts, fires, floods, Acts of God or any other reason whatsoever which is not within the control of the parties whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent; the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.
- XVIII. ASSIGNMENT. No party to this Agreement may assign or transfer this Agreement any part thereof, without the written consent of the other party.
- XIX. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Illinois and venue shall lie with the Will County Circuit Court.
- XX. MEDICAID INPATIENT REIMBURSEMENT. The parties acknowledge and agree that Company shall not be deemed to be an insurance company or other federally defined "payor", notwithstanding any provision set forth herein this Agreement.
- XXI. NOTICES AND DESIGNATION OF AGENT FOR SERVICE OF PROCESS. All written notices, including notice of assignment of any rights to money due to Contractor under this contract, shall be mailed or hand delivered to:

Correct Care Solutions:

Patrick Cummiskey, EVP
1283 Murfreesboro Road, Suite 500
Nashville, TN 37217
Fax: 615-831-5131
Telephone: 615-324-5777
Email: pcummiskey@correctcaresolutions.com

Will County:

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

WILL COUNTY, ILLINOIS

By: Paul J. Kaupas

Title: Sheriff for Will County, Illinois

Date: 7-17-13

CORRECT CARE SOLUTIONS, INC.

By: Patrick Cumiskey

Title: Executive Vice President

Date: _____

By: Richard C. Schoenstedt

Title: Chief Judge for Will County

Date: _____

EXHIBIT A
CCS RFP RESPONSE

EXHIBIT B
COMPENSATION AND CAP

| | ADC | ADC | ADC | RVJC | RVJC | RVJC |
|--------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| | Contract Year 1 | Contract Year 2 | Contract Year 3 | Contract Year 1 | Contract Year 2 | Contract Year 3 |
| Annual Base Compensation | \$3,849,870 | \$3,974,991 | \$4,104,178 | \$449,220 | \$463,819 | \$478,893 |

The "Cap" is defined to include all offsite charges, including but not be limited to all costs arising out of hospitalizations, specialty consultations, physician fees, all other written agreed-upon charges, and all services not performed onsite by CCS healthcare staff, up to an amount not to exceed the values set below:

| | ADC | ADC | ADC | RVJC | RVJC | RVJC |
|-----|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| | Contract Year 1 | Contract Year 2 | Contract Year 3 | Contract Year 1 | Contract Year 2 | Contract Year 3 |
| Cap | \$835,000 | \$844,263 | \$853,826 | \$131,667 | \$132,154 | \$132,658 |

Pursuant to Paragraph VI A of the former contract by and between the parties and entered into on January 12, 2007, as amended effective November 1, 2009, cap dollars that were not used may be rolled into the following year's cap. The parties agree that any excess off-site and psychotropic medication cap for the last contract year of that former contract ending January 31, 2013 shall be rolled into the Caps for ADC and RVDC over the term of this Agreement as follows:

| | |
|------|--|
| ADC | The first \$1,650,000 of excess cap dollars from the previous contract are retained by CCS in compensation for the current contract cost. Excess amounts greater than \$1,650,000 shall be rolled into the Year 1 cap set forth herein this Agreement. |
| RVDC | The first \$350,000 of excess cap dollars from the previous contract are retained by CCS in compensation for the current contract cost. Excess amounts greater than \$350,000 shall be rolled into the Year 1 cap set forth herein this Agreement. |

**EXHIBIT C
STAFFING MATRIX**

WCADF Staffing Plan

Correct Care Solutions

Will County

| POSITION | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Hrs/WK | FTE |
|---------------------------------|-----|-----|-----|-----|-----|-----|-----|----------------|--------------|
| DAY SHIFT | | | | | | | | | |
| Health Administrator | 8 | 8 | 8 | 8 | 8 | | | 40.00 | 1.00 |
| Administrative Assistant | 8 | 8 | 8 | 8 | 8 | | | 40.00 | 1.00 |
| Nurse Supervisor <i>IDN</i> | 8 | 8 | 8 | 8 | 8 | | | 40.00 | 1.00 |
| RN Sick Call | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 56.00 | 1.40 |
| RN | 16 | 16 | 16 | 16 | 16 | | | 80.00 | 2.00 |
| Medical Assistant | 8 | 8 | 8 | 8 | 8 | | | 40.00 | 1.00 |
| LPN | 16 | 16 | 16 | 16 | 16 | 16 | 16 | 112.00 | 2.80 |
| RN - Intake | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 56.00 | 1.40 |
| Medical Records Clerk | 16 | 16 | 16 | 16 | 16 | | | 80.00 | 2.00 |
| Dentist | 8 | | 8 | | | | | 16.00 | 0.40 |
| MD* | 8 | 8 | 8 | 8 | 8 | | | 40.00 | 1.00 |
| Dental Assist | 9 | | 9 | | | | | 18.00 | 0.45 |
| TOTAL HOURS/FTE-Day | | | | | | | | 618.00 | 15.45 |
| EVENING SHIFT | | | | | | | | | |
| RN | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 56.0 | 1.40 |
| LPN/Pharm Tech | 24 | 24 | 24 | 24 | 24 | 16 | 16 | 152.0 | 3.80 |
| RN - Intake | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 56.0 | 1.40 |
| Medical Assistant | 8 | 8 | 8 | 8 | 8 | | | 40.0 | 1.00 |
| Medical Records Clerk | 8 | 8 | 8 | 8 | 8 | | | 40.0 | 1.00 |
| TOTAL HOURS/FTE-Evening | | | | | | | | 344.0 | 8.60 |
| NIGHT SHIFT | | | | | | | | | |
| RN | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 56.0 | 1.40 |
| LPN | 16 | 16 | 16 | 16 | 16 | 8 | 8 | 96.0 | 2.40 |
| RN - Intake | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 56.0 | 1.40 |
| MA - Intake | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 56.0 | 1.40 |
| TOTAL HOURS/FTE-Night | | | | | | | | 264.0 | 6.60 |
| TOTAL HOURS/FTE per week | | | | | | | | 1226.00 | 30.65 |

RVJDC Staffing Plan

| Correct Care Solutions | | | | | | | | | |
|---------------------------------|------------|------------|------------|------------|------------|------------|------------|---------------|-------------|
| Will County RVJDC | | | | | | | | | |
| POSITION | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Hrs/WK | FTE |
| DAY SHIFT | | | | | | | | | |
| RN | 8 | 8 | 8 | 8 | 8 | | | 40.00 | 1.00 |
| Medical Record Clerk/AA/CMA | 8 | 8 | 8 | 8 | 8 | | | 40.00 | 1.00 |
| LPN | 8 | | 8 | 4 | | 8 | 8 | 36.00 | 0.90 |
| MD | | 3 | | | 3 | | | 6.00 | 0.15 |
| TOTAL HOURS/FTE-Day | | | | | | | | 122.00 | 3.05 |
| EVENING SHIFT | | | | | | | | | |
| LPN | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 56.0 | 1.40 |
| TOTAL HOURS/FTE-Evening | | | | | | | | 56.0 | 1.40 |
| NIGHT SHIFT | | | | | | | | | |
| LPN | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 56.0 | 1.40 |
| TOTAL HOURS/FTE-Night | | | | | | | | 56.0 | 1.4 |
| | | | | | | | | | |
| TOTAL HOURS/FTE per week | | | | | | | | 234.00 | 5.85 |