

**AGREEMENT FOR THE PROVISION OF HEALTH CARE
TO INCARCERATED PATIENTS
AT CHAMPAIGN COUNTY, ILLINOIS and
AT THE CHAMPAIGN COUNTY, ILLINOIS JUVENILE DETENTION CENTER**

This agreement, effective as of the date of the last signature hereto, entered into by and between the Sheriff of Champaign County, Illinois (hereinafter, the "SHERIFF") and the Department of Probation and Court Services Director (hereinafter, "DIRECTOR"), collectively referred to as the "COUNTY" and acting with approval from the Champaign County Board, and Advanced Correctional Healthcare, Inc. (hereinafter referred to as "ACH"), a Tennessee corporation.

DEFINITIONS

JAIL – The Champaign County Correctional Center with two locations, one at 204 East Main Street, Urbana, Illinois 61801, and one at 502 S. Lierman, Urbana, Illinois, 61802.

JDC – The Champaign County Juvenile Detention Center located at 400 S. Art Bartell Road, Urbana, Illinois 61802.

FACILITY: The JAIL and JDC collectively.

COVERED PATIENTS – Patients who receive medical and mental health services from ACH and pursuant to this agreement. COVERED PATIENTS are

- (a) an INMATE/DETAINEE of the JAIL who is: (1) part of the JAIL's QADP; and (2) FIT FOR CONFINEMENT; and (3)(a) incarcerated in the JAIL; or (b) on work release status and indigent. NOTE: COVERED PATIENTS include OTHER COUNTY INMATES/DETAINEES for purposes of delivery of the health care services as described below. However, County INMATES/DETAINEES housed in another jurisdiction are not covered by the provisions of this agreement.
- (b) a Juvenile/Resident of the JDC who is: (1) part of the JDC'S QADP; and (2) incarcerated in the JDC. County Juveniles/Residents housed in another jurisdiction are not covered by the provisions of this agreement.

DETAINEE – An adult or juvenile individual whose sentence has not yet been adjudicated and is held as a pretrial detainee or other individual held in lawful custody.

INMATE – An adult or juvenile individual who is being incarcerated for the term of their adjudicated sentence.

FIT FOR CONFINEMENT: A determination made by a correctional officer that an INMATE/DETAINEE is medically stable and has been medically cleared for acceptance into the JAIL. When necessary, correctional officers shall consult with ACH in making such determinations.

QUARTERLY AVERAGE DAILY POPULATION (QADP):

- (a) JAIL: The average number of INMATES/DETAINEES housed in the JAIL on a daily basis for the period of three months. The QADP shall include, but separately list, OTHER COUNTY INMATES/DETAINEES. The QADP shall be figured by summing the daily population for the JAIL and OTHER COUNTY INMATES/DETAINEES (as determined by a count performed at the same time each day) for each day of the three month period and dividing the sum by the total number of days in the three month period. The daily count to be used is the one taken in the morning, usually between 6:00 a.m. and 7:00 a.m. JAIL records shall be made available to ACH upon request to verify the QADP. Persons on work release and not indigent, home confinement, housed outside of the JAIL and parolees

and escapees shall not be considered part of the JAIL's QADP. Persons in the holding area, awaiting arraignment/bond court shall not be counted towards QADP.

- (b) JDC: The average number of Juveniles/Residents housed in the JDC on a daily basis for the period of three months. The QADP shall include, but separately list, OTHER COUNTY JUVENILES/RESIDENTS. The QADP shall be figured by summing the daily population for the JDC and OTHER COUNTY JUVENILES/RESIDENTS (as determined by a count performed at the same time each day) for each day of the three month period and dividing the sum by the total number of days in the three month period. The daily count to be used is the one taken in the morning, usually between 6:00 a.m. and 7:00 a.m. JDC records shall be made available to ACH upon request to verify the QADP. Persons on work release and not indigent, home confinement, housed outside of the JDC and parolees and escapees shall not be considered part of the JDC's QADP.

OTHER COUNTY INMATE/DETAINEE – An INMATE/DETAINEE under the jurisdiction of another county, state or federal agency, who is being housed in the JAIL.

OTHER COUNTY JUVENILE/RESIDENT – a Juvenile/Resident under the jurisdiction of another county, state or federal agency, who is being housed in the JDC.

HEALTH CARE STAFF – Medical, mental health, and support staff provided by ACH, to include ACH employees, agents, and contractors.

ARTICLE 1:
ACH

- 1.1 MEDICAL SERVICES. ACH is responsible for health care and mental health care for COVERED PATIENTS inside the FACILITY. ACH will provide medical and mental health services in accord with recognized medical standards, laws, rules and policies of the SHERIFF and the DIRECTOR, Illinois County Jail Standards, National Commission on Correctional Health Care guidelines, and Illinois Juvenile Detention Standards, as appropriate.
- 1.1.1 HEALTH ASSESSMENT. A health assessment of a COVERED PATIENT shall be performed as soon as possible, but no later than fourteen (14) calendar days after the INMATE/DETAINEE's arrival at the JAIL, or no later than forty-eight (48) hours of the Juvenile/Resident's arrival at the JDC. The health assessment shall follow current NCCHC guidelines.
- 1.1.2 SCHEDULED SICK CALL. A qualified healthcare professional shall conduct sick calls for COVERED PATIENTS on a timely basis and in a clinical setting. A physician will be available to see COVERED PATIENTS at the JAIL at least one (1) day per week, and a qualified healthcare professional will be available to see COVERED PATIENTS at the JDC five (5) days per week.
- 1.1.3 MENTAL HEALTH CARE. ACH shall provide on-site mental health services for COVERED PATIENTS which shall include intake, evaluations, referrals, crisis management, suicide intervention, individual therapy, group therapy and basic community linkage. ACH shall not be responsible for the provision or cost of any off-site or inpatient mental health services. ACH will coordinate care with mental health professionals who are currently providing specialized care to COVERED PATIENTS.
- 1.1.4 BODY CAVITY SEARCHES / COLLECTION OF PHYSICAL EVIDENCE. ACH employees and contractors will perform body cavity searches, collect physical evidence (blood, hair, semen, saliva, etc.) only within guidelines established by the NCCHC. If ACH HEALTH

CARE STAFF collect physical evidence, the COUNTY shall be responsible for arranging for any testing and bear the cost of collection and testing the collected evidence and any associated staffing costs for HEALTH CARE STAFF to provide court-related testimony. After collecting evidence, ACH HEALTH CARE STAFF shall turn the specimen over to the SHERIFF or DIRECTOR or a court-designated representative for completion of chain-of-custody evidence. Costs incurred by ACH for court-related testimony will be periodically reconciled with the COUNTY pursuant to Section 3.3.

- 1.1.5 DISCHARGE PLANNING – MEDICATION. Prescribing decisions are made on a patient-specific, case-by-case basis by the prescriber. As a general rule, ACH's prescriber will (1) call in a prescription to a local pharmacy for the patient to pick up, (2) discharge the patient with an appropriate amount of medication so the patient may bridge to a community provider (generally, no more than 14 days), or (3) decide not to prescribe medication (as appropriate). The county will pay for all discharge medication.
- 1.1.6 EMERGENCY MEDICAL CARE FOR FACILITY EMPLOYEES AND VISITORS. ACH shall arrange for on-site first response emergency medical care as required for FACILITY employees, contractors and visitors to the FACILITY. The medical treatment shall be limited to the extent reasonably necessary to stabilize and facilitate the individual's referral to a medical facility or personal physician.
- 1.1.7 ACH will assist the SHERIFF and the DIRECTOR with the development of an Emergency Action Plan for the JAIL and for the JDC, for responding to medical emergencies.
- 1.2 ACH will comply with the Prison Rape Elimination Act (PREA), including applicable PREA standards, 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 its own self-monitoring, the COUNTY may conduct announced or unannounced monitoring to include on-site monitoring.
- 1.3 QUARTERLY REPORTS. ACH shall submit to the SHERIFF (JAIL) and DIRECTOR (JDC) quarterly health care reports concerning the overall operation of the health care services program rendered pursuant to this agreement and the general health of the COVERED PATIENTS.
- 1.4 QUARTERLY MEETINGS. ACH shall meet quarterly, or as soon thereafter as possible, with the SHERIFF or his designee, and separately with the DIRECTOR or his designee, concerning health care services with the JAIL or JDC and any proposed changes in health-related procedures or other matters, which the parties deem necessary.
- 1.5 BIOMEDICAL WASTE DISPOSAL. The COUNTY will pay for biomedical waste disposal services at the FACILITY. Typical biomedical waste expected in the medical unit would be bandages, dressings, gloves, hypodermic needles, laboratory containers, sharps, and syringes. ACH is responsible for preparing, packaging, and monitoring biomedical waste; ACH shall bear all responsibility for compliance with OSHA and any state and federal regulations with respect to medical waste.
- 1.6 DENTAL CARE. ACH will provide dental triage screenings. The COUNTY will pay for all costs associated with dental care.
- 1.7 ECTOPARASITES. For patients presenting with symptoms of ectoparasitic infection (as determined by the ACH prescriber), ACH will provide medically indicated treatment. For patients without symptoms of ectoparasitic infection, ACH will provide treatment at the COUNTY's request. The COUNTY will be responsible for the cost of the treatment. ACH will not be responsible for FACILITY cleaning for ectoparasites.

- 1.8 **ELECTIVE CARE.** Elective care is defined as care which, if not provided, would not, in the opinion of ACH's prescriber, cause the patient's health to deteriorate. ACH will not pay for elective care for patients.
- 1.9 **LABOR.** Incarcerated patients will not be employed or otherwise utilized by ACH.
- 1.10 **MEDICAL CLAIMS RE-PRICING.** The COUNTY is responsible for repricing medical claims from outside providers.
- 1.11 **MEDICAL SUPPLIES (DISPOSABLE).** The COUNTY will pay for 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 alcohol preps, ammonia ampules, bandages, blood sugar strips, cotton-tip applicators, gauze pads, gloves, lancets, med cups, medical tape, O2 tubing, peak flow mouth pieces, PPE (personal protective equipment), pregnancy tests, saline, sterile water, syringes, tongue blades, and urine test strips.
- 1.12 **MEDICAL AND MENTAL HEALTH EDUCATION AND TRAINING.**
 - 1.12.1 Annually, ACH shall conduct ongoing medical and mental health education and training for the correctional staff of the JAIL in accordance with the needs mutually established by the Sheriff and ACH, and in fulfillment of the requirements of 20 IL. Admin. Code 701.90(g) & (h). This will include at least four hours of medical training and updates and four hours of mental health training and updates. All training shall be provided in person.
 - 1.12.2 Annually, ACH shall conduct in-person medical and mental health education and training for the staff of the JDC, including:
 - 1.12.2.1 CPR Training
 - 1.12.2.2 Defibrillator Training
 - 1.12.2.3 First Aid Training
 - 1.12.2.4 Identification of signs and management of individuals with developmental disabilities
 - 1.12.2.5 Procedure for staff to screen individuals for medical needs
 - 1.12.2.6 Provide appropriate ongoing mental health training, as requested by the DIRECTOR, topics to include psychotropic medications, suicide prevention, mental health issues and mental health screening at time of intake.
 - 1.12.3 **MENTAL HEALTH FIRST AID (MHFA) TRAINING.** Mental Health First Aid is an 8-hour course that teaches you how to identify, understand and respond to signs of mental illnesses and substance use disorders. The training gives you the skills you need to reach out and provide initial help and support to someone who may be developing a mental health or substance use problem or experiencing a crisis. ACH provides MHFA training free to your officers.
- 1.13 **MOBILE SERVICES.** Mobile services are defined as 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. The COUNTY will pay for all costs associated with mobile services.

- 1.14 OFFICER WELLNESS & CRITICAL INCIDENT EMPLOYEE RAPID RESPONSE (CIERR). The CIERR program is a free staff support service. This program helps to support law enforcement (field and facility), first responders, and health care professionals and mitigate stress reactions in both personal and professional capacities. Contact with CIERR can be initiated by the professional in need of services or Freedom Behavioral Health, Inc. can initiate contact with notification from leadership within the department that the individual would benefit from the services. Unless there are safety concerns, the contacts are treated as confidential.
- 1.15 OFF-SITE SERVICES. Off-site services are defined as medical services including, but not limited to, consultation services, dental care not performed on-site, diagnostic testing (including but not limited to covid 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. It is the policy of ACH to provide our health care professionals the freedom to provide care without limitation by approval process for outside care, etc. Each situation should be addressed on a case-by-case basis. ACH does not have standing orders. 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. The COUNTY will pay for pharmaceuticals. The COUNTY agrees to allow home medications in the facility when they are able to be properly verified. It is the policy of ACH to provide our health care professionals the freedom to provide care without limitation by prescription formulary, corporate approval for expensive medication, etc. Each situation should be addressed on a case-by-case basis. ACH does not have standing orders. ACH does not have a formulary.
- 1.18 STAFFING.
- 1.18.1 MEAL BREAKS. It is understood and agreed that during unpaid meal break(s), ACH employees are (1) allowed to leave their duty post and (2) completely relieved from all duties. If a medical emergency occurs while ACH HEALTH CARE STAFF are on break, in the FACILITY, and ACH HEALTH CARE STAFF are aware of the emergency, ACH HEALTH CARE STAFF will respond to the medical emergency and will be provided additional break time to make up for the loss of break time.
- 1.18.2 MEDICAL PRESCRIBER. A "prescriber" is a licensed Medical Doctor, D.O., psychiatrist, Physician Assistant, or a Nurse Practitioner under the supervision of a Collaborating Physician (as appropriate). A prescriber will visit the FACILITY weekly (or as otherwise agreed by the COUNTY and ACH) and will stay until their work is completed. A prescriber will be available by telephone to the FACILITY and health care teams on an on-call basis, 7 days per week, 24 hours per day, 365 days a year. For scheduled visits that fall on holidays, the visit will be rescheduled for a different day within 3 days of the holiday.
- 1.18.3 NURSING. ACH will provide on-site nursing coverage for 173 hours per week (budget 152 for adult jail and 21 for juvenile detention center) on a schedule approved by the COUNTY. ACH does not and will not put nurses on-call. ACH is responsible for providing replacement coverage for sick, vacation, holiday and other absences of ACH employees or contractors. ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH and the COUNTY or designee will negotiate a mutually agreeable remedy (such as crediting back the wages of the particular employee). Additional hours may be provided if mutually agreed upon by both parties in writing, with at least 24 hours advanced notice.

- 1.18.3.1 Nursing hours in the JDC shall be provided from 8:00 a.m. – 11:00 a.m., seven days a week.
- 1.18.4 QUALIFIED MENTAL HEALTH PROFESSIONAL (QMHP). ACH will provide an on-site QMHP for 92 hours per week (budget 84 hours per week for adult jail and 8 hours per week for juvenile detention center) on a schedule approved by the COUNTY. ACH is responsible for providing replacement coverage for sick, vacation, holiday and other absences of ACH employees or contractors. ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH and the COUNTY or designee will negotiate a mutually agreeable remedy (such as crediting back the wages of the particular employee). Additional hours may be provided if mutually agreed upon by both parties in writing, with at least 24 hours advanced notice.
 - 1.18.4.1 ON-CALL QUALIFIED MENTAL HEALTH PROFESSIONAL (QMHP). Upon the FACILITY's request, ACH will provide a QMHP at the rate of \$150 per hour (with a minimum of 1 hour per visit). Services may be provided in-person or via tele-health (as mutually agreed upon). QMHP responsiveness will depend upon the amount of notice given, and the mutually agreed upon schedule.
- 1.18.5 STAFFING LEVELS CHANGES. Increases, decreases, reallocations, waivers, and other changes to staffing levels contained in this agreement shall be valid only if mutually agreed upon in writing between ACH and the COUNTY.
- 1.18.6 MONTHLY REPORTING OF STAFFING LEVELS. Monthly, ACH will provide the SHERIFF and the DIRECTOR with staffing reports that validate hours worked each week by ACH employees and contractors in the JAIL (SHERIFF) and in the JDC (DIRECTOR) for the prior month.
- 1.18.7 STAFFING CHANGES: ACH shall not change members of the HEALTH CARE STAFF without prior notice to the COUNTY.
- 1.18.8 SATISFACTION WITH HEALTH CARE STAFF. In recognition of the sensitive nature of correctional services, if the COUNTY becomes dissatisfied with any member of the HEALTH CARE STAFF, the COUNTY shall provide ACH 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 COUNTY 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.
- 1.18.9 TELEHEALTH. When agreed to between the COUNTY and ACH, providers may deliver patient care via telehealth.
- 1.19 TUBERCULOSIS (TB) TESTING. ACH will perform TB skin tests as directed by the COUNTY. The COUNTY will pay for the TB serum and related supplies. Upon the COUNTY's request, ACH will secure the serum and related supplies through the correctional pharmacy, then bill the COUNTY for those costs, and the COUNTY agrees to pay.

ARTICLE 2:
THE COUNTY

- 2.1 AUTOMATED EXTERNAL DEFIBRILLATORS (AEDs). The duty to purchase, provide, inspect, and maintain the facility's AEDs is, and always will be, vested in the COUNTY. This agreement does not

result in the assumption of those duties by ACH or its agents. While ACH and its agents may assist the COUNTY, ultimately the COUNTY specifically retains the duties and obligations with respect to AEDs. ACH and its agents will assume no responsibility for and will not be liable for the facility's lack of AED(s) and/or defective and/or non-working AEDs in the FACILITY.

- 2.2 CO-PAY. The COUNTY agrees to the use of a co-pay system, as permitted by law, for patient medical requests. The COUNTY will be responsible for determining the legality and structure of the co-pay system.
- 2.3 COUNTY'S ILLNESS REPORTS, POLICIES, PROCEDURES. All illness reports, policies, and procedures will at all times remain the property of the COUNTY and will remain at the FACILITY. ACH shall make recommendations to the COUNTY's health care policies, procedures, and illness reports. As a general rule, those recommendations shall conform to all relevant laws, regulations, and standards of medical care at the time of publication. Recommendations are made for the COUNTY's consideration. ACH operates within the COUNTY's policies, procedures, and illness reports. It is the policy of ACH to provide our health care professionals the freedom to provide care without limitation by prescription formulary, approval process for outside care, etc. ACH does not have standing orders. ACH does not have a formulary.
- 2.4 CPR CARDS. ACH will not pay for CPR cards for COUNTY employees.
- 2.5 DUTY TO PROTECT PATIENTS. The non-delegable duty to protect patients is, and always will be, vested in the COUNTY. This agreement does not result in the assumption of a non-delegable duty by ACH. As such, the COUNTY specifically retains the duty and obligation for security of the patients. This duty extends to the control of patient movement. ACH and its personnel will assume no responsibility for the movement of patients and assume no responsibility for patient protection at any time.
- 2.6 ELECTRONIC COMMUNICATIONS. The COUNTY agrees to provide to ACH copies of any electronic communications between ACH and ACH's employees and independent contractors in the COUNTY's possession (including stored on the COUNTY's email servers) as requested by ACH. The COUNTY agrees to treat electronic communications between ACH and its employees and independent contractors as confidential and agrees not to share those communications with any third party unless required by law.
- 2.7 EMPLOYEE RAIDING (ANTI-POACHING / NON-SOLICITATION AGREEMENT). ACH makes a significant investment in the training and professional development of our employees and independent contractors. As a result, ACH does not expect the COUNTY to offer employment to or otherwise "poach" or solicit current ACH applicants, employees or independent contractors **and the COUNTY is specifically prohibited from doing the same**. If the COUNTY should hire any current ACH applicant, employee or independent contractor during this agreement's term, the COUNTY agrees to pay ACH a professional replacement fee of \$10,000 or 10% of this contract price, whichever is greater, for each employee or independent contractor, with the following exception: this does not apply to any person who was employed by the COUNTY prior to this agreement. It is expressly agreed by ACH and the COUNTY that the payment under this provision does not constitute a penalty and that the parties, having negotiated in good faith and having agreed that the payment is a reasonable estimate of damages in light of the anticipated harm caused by the breach related thereto and the difficulties of proof of loss and inconvenience or non-feasibility of obtaining any adequate remedy, are estopped from contesting the validity or enforceability of such payment.
- 2.8 MEDICAL AND MENTAL HEALTH RECORDS. Patient medical and mental health records will always be the property of the COUNTY and will remain in the FACILITY. The COUNTY agrees to

provide copies of those records to ACH when requested during the term of this agreement but not after this agreement terminates.

- 2.9 **MEDICAL EQUIPMENT (DURABLE).** The COUNTY pays for medical equipment. At the COUNTY's request, ACH will assist the COUNTY 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, refrigerator (small), and scales. Medical equipment will be the property of the COUNTY.
- 2.10 **NON-MEDICAL CARE OF PATIENTS.** The COUNTY will provide and pay for non-medical needs of the patients 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.
- 2.11 **NURSING LICENSURE.** The level of nursing licensure ACH provides at the FACILITY is the COUNTY's decision made after consultation with ACH regarding the credentials required of medical staff to provide objectively reasonable medical care to COVERED PATIENTS. ACH does not and will not put nurses on-call.
- 2.12 **OFFICE EQUIPMENT (DURABLE).** The COUNTY will provide use of COUNTY-owned office equipment and utilities in place at the FACILITY's health care 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.
- 2.13 **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 patient health care services.
- 2.14 **OFFICER TRAINING.** Upon request of the COUNTY, ACH may assist in training for officer(s) on certain topics as determined by the COUNTY. The COUNTY maintains ultimate responsibility for supervising its correctional officers.
- 2.15 **PREVENTATIVE SERVICES.** If the COUNTY requests preventative services (such as flu shots, covid vaccinations, etc.) for incarcerated patients or COUNTY employees, the COUNTY will pay for it. ACH may provide, but will not pay for, preventative services. Upon the COUNTY's request, ACH will secure the vaccination (for example) and related supplies (if applicable) through the correctional pharmacy or health department, then bill the COUNTY for any costs, and the COUNTY agrees to pay.
- 2.16 **SECURITY.** The COUNTY will maintain responsibility for the physical security of the FACILITY and the continuing security of the patients. The COUNTY understands that adequate security services are necessary for the safety of the agents, employees, and subcontractors of ACH, as well as for the security of patients and officer(s), consistent with the correctional setting. The COUNTY will provide security sufficient to enable ACH and its personnel to safely provide the health care services described in this agreement. The COUNTY will screen ACH's proposed staff to ensure that they will not constitute a security risk. The COUNTY will have final approval of ACH's employees and independent contractors regarding security/background clearance. Should the COUNTY unreasonably withhold security clearance and/or withhold security clearance on an unreasonably high quantity of proposed staff, it places an excessive burden on ACH to staff the FACILITY. In that case, ACH may hire Agency worker(s) to temporarily staff the FACILITY, and only if the COUNTY unreasonably withheld security clearance the county agrees to pay the difference between the Agency rate(s) and ACH rate(s).

- 2.16.1 It shall not be unreasonable for the COUNTY to decline any of ACH's proposed staff whose background check results, personal relationships, or other circumstances indicate to the SHERIFF or the DIRECTOR that, in their judgment, the proposed ACH staff poses a security risk.
- 2.16.2 The COUNTY reserves the right to revoke the security clearance of any HEALTH CARE STAFF at any time.
- 2.16.3 ACH and its HEALTH CARE STAFF shall operate within the requirements of the COUNTY's posted security Policies and Procedures, which impact the provision of medical services.
 - 2.16.3.1 A complete set of said Policies and Procedures shall be maintained by the COUNTY and made available for inspection by ACH at the FACILITY, and ACH may make a reasonable number of copies of any specific section(s) it wishes using the COUNTY's photocopy equipment and paper.
 - 2.16.3.2 Any Policy or Procedure that may impact the provision of health care services to COVERED PATIENTS which has not been made available to ACH shall not be enforceable against ACH unless otherwise agreed upon between ACH and the COUNTY.
 - 2.16.3.3 Any modification of the posted Policies and Procedures shall be timely provided to ACH. ACH and its HEALTH CARE STAFF shall operate within the requirement of a modified Policy or Procedure after such modification has been made available to ACH.
 - 2.16.3.4 As requested by the COUNTY, ACH will review existing and proposed COUNTY Policies and Procedures as they relate to the delivery of medical and mental health services and confer with the COUNTY as necessary to provide up-to-date Policies and Procedures that offer necessary and quality care to COVERED PATIENTS.

ARTICLE 3:
COMPENSATION/ADJUSTMENTS

- 3.1 ANNUAL AMOUNT/MONTHLY PAYMENTS. The COUNTY agrees to pay \$1,212,181.56 per year to ACH under this agreement. To do so, the COUNTY agrees to make monthly payments of \$101,015.13 to ACH during the term of this agreement. ACH will bill the SHERIFF and the DIRECTOR separately, approximately 30 days prior to the month in which services are to be rendered. The SHERIFF and the DIRECTOR agree to pay ACH within 30 days of receipt of their respective invoices. If an invoice is not paid within 30 days, the delinquent party agrees to pay a 1.5% per month finance charge.
 - 3.1.1 BREAKDOWN.
 - 3.1.1.1 Adult jail. \$1,027,584.46 per year (\$85,632.04 per month). Invoices shall be directed to Teresa Schleinz at tschleinz@co.champaign.il.us.
 - 3.1.1.2 Juvenile detention center. \$184,597.10 per year (\$15,383.09 per month). Invoices shall be directed to Jennifer Jarvis at jjarvis@co.champaign.il.us, and copied to Mike Williams at mwilliams@co.champaign.il.us.
 - 3.1.2 ELECTRONIC PAYMENTS. The SHERIFF and DIRECTOR agree to pay ACH electronically through the Automated Clearing House. If either the SHERIFF or the DIRECTOR does not pay through the Automated Clearing House, then that party agrees to pay an additional 2% per

month charge for monthly payments beginning in calendar year 2023; there shall be no additional 2% per month charge for payments made during calendar year 2022.

- 3.1.3 ANNUAL AMOUNT UPON RENEWAL. Upon the annual anniversary of the commencement of services under this agreement, the annualized amount of increase for compensation and per diem rates (and any other contracted rates, including the on-call QMHP rate, for example) will be the rolling 12-month Consumer Price Index for All Urban Consumers: Hospital and Related Services in U.S. City Average (CUUR0000SEMD series, available at time of contract signing at <https://fred.stlouisfed.org/series/CUUR0000SEMD>) or 5%, whichever is lower, but not to go below 0%.
- 3.2 FUNDING THE FACILITY'S HEALTH CARE PROGRAM. It is ultimately the responsibility of the COUNTY to appropriately fund the FACILITY's health care program. As a result, ACH's health care program at the FACILITY (staffing, etc.) is customized and approved by the COUNTY.
- 3.3 QUARTERLY ADJUSTMENTS.
 - 3.3.1 AVERAGE DAILY POPULATION (ADP). ADP for a given quarter will be determined from the FACILITY census records. For billing purposes, the COUNTY patient ADP will be 187-adult jail population, 0-non-county, 25-juvenile. Patients 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 patients presently incarcerated in the FACILITY.
 - 3.3.2 PER DIEM. 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 patients above or below the contracted ADP for that quarter multiplied by the per diem rate of \$0.41 per patient 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 \$0.41 x 91)
 - 3.3.3 RECONCILIATION. Any contract amount in arrears (or amount to be credited back to the COUNTY) will be settled through reconciliation on the first monthly invoice prepared after reconciliation. No credits will be issued after 90 days.

ARTICLE 4:
TERM AND TERMINATION

- 4.1 TERM. The term of this agreement will begin on May 24, 2022 at 12:01 A.M. and will continue in full force and effect until May 30, 2025 at 11:59 P.M., unless earlier terminated, extended, or renewed pursuant to this agreement.
- 4.2 RENEWAL. After the initial term and upon mutual agreement of the parties, this agreement may be renewed for additional one-year periods with mutually agreed upon modifications. A request to renew this agreement and a request, if any, to modify the terms of this agreement shall be communicated at least 90 days prior to the end of the existing agreement term.
- 4.3 TERMINATION.
 - 4.3.1 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this agreement will be subject to annual appropriations by the Champaign County Board. If funds are not appropriated for this agreement, then upon exhaustion of such funding, the COUNTY will be entitled to immediately terminate this agreement. Recognizing that such termination

may entail substantial costs for ACH, the COUNTY 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.

4.3.2 90-DAY OUT CLAUSE. Notwithstanding anything to the contrary contained in this agreement, the COUNTY or ACH may, without prejudice to any other rights they may have, terminate this agreement by giving ninety (90) days' advance written notice to the other party. If the COUNTY gives ACH less than ninety (90) days' advance written notice, the COUNTY agrees to pay to ACH one (1) month's contract price as an early termination fee.

4.3.3 The COUNTY reserves the right to terminate this agreement immediately and without penalty in the event that ACH discontinues or abandons operations, ACH demonstrates inability or unwillingness to fulfill its obligations under this agreement, ACH fails to keep in force any required insurance policies, or ACH provides less than 90 days' notice of intent to terminate this agreement.

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 **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.

5.3 **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.

5.4 **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.** 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. If the COUNTY elects not to follow any federal, state, or local law, the parties agree the COUNTY will be responsible for all costs associated with noncompliance. The COUNTY will be responsible for any additional services required at the FACILITY as the result of governmental (including, but not limited to, Centers for Disease Control and Prevention, Department of Justice, health department, Immigration and Customs Enforcement, Department of Corrections, Federal Bureau of Prisons, or United States Marshals Service) investigation, mandate, memorandum, or order. Should ACH be asked to provide substantial new medical treatment, the COUNTY will pay for it, unless specifically agreed upon in writing between ACH and the COUNTY.

5.5 **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 term "patient" includes incarcerated detainees and inmates.

5.6 **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.

- 5.7 **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. 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.
- 5.8 **EXCUSED PERFORMANCE.** In case performance of any terms or 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, pandemics, 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.
- 5.9 **FILMING.** ACH does not consent to the filming of its employees for any commercial purpose including, but not limited to, documentaries, docuseries (including, but not limited to, "60 Days In"), etcetera. If the FACILITY and/or COUNTY decide to engage in such a project, they agree to notify ACH's legal department at least 90 days prior to filming, at 309-692-8100; facsimile: 309-214-9977; or email: Contracts@advancedch.com. ACH reserves the right to terminate the agreement prior to the beginning of the filming of such a project. ACH will have no obligation under this agreement to maintain insurance coverage against any loss or damage caused or necessitated by the filming of such a project. The COUNTY agrees to hold harmless and indemnify ACH and its employees against any loss or damage, including reasonable attorneys' fees and other costs of litigation, caused or necessitated by the filming of such a project.
- 5.10 **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.
- 5.11 **GOVERNING LAW.** This agreement will be governed by the laws of the State of Illinois (without reference to conflicts of laws principles).
- 5.12 **HOLD HARMLESS AND INDEMNIFY.**
- 5.12.1 ACH will hold harmless and indemnify the COUNTY against any loss or damage, including reasonable attorneys' fees and other costs of litigation, solely caused or necessitated by the acts or omissions of ACH, employees of ACH, agents of ACH, or contractors of ACH, which is related to the services ACH provides to the COUNTY under this agreement. With respect to any claim for indemnification, the COUNTY will (i) give written notice thereof to ACH within a reasonable period of time following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow ACH reasonable access to any of its employees, contractors, property, and records for the purpose of investigating such claim, including obtaining statements, photographs, and taking such other steps as may be reasonable to preserve evidence of the occurrence on which the claim is based. If the COUNTY denies ACH reasonable access as set forth, after ACH provides a written request, the COUNTY will not be entitled to indemnity.
- 5.12.2 The COUNTY will hold harmless and indemnify ACH against any loss or damage, including reasonable attorneys' fees and other costs of litigation, solely caused or necessitated by the acts

or omissions of the COUNTY, employees of the COUNTY, agents of the COUNTY, or contractors of the COUNTY, which is related to the services ACH provides to the COUNTY under this agreement. With respect to any claim for indemnification, ACH will (i) give written notice thereof to the COUNTY within a reasonable period of time following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow the COUNTY reasonable access to any of its employees, contractors, property, and records for the purpose of investigating such claim, including obtaining statements, photographs, and taking such other steps as may be reasonable to preserve evidence of the occurrence on which the claim is based. If ACH denies the COUNTY reasonable access as set forth, after the COUNTY provides a written request, ACH will not be entitled to indemnity.

5.12.3 Nothing in this agreement shall be construed to prohibit the COUNTY from bringing a third-party joint tortfeasor action for contribution against ACH in the event a lawsuit is brought only against the COUNTY for a claim with respect to which the COUNTY contends ACH is solely or partially at fault. Likewise, nothing in this agreement shall be construed to prohibit ACH from bringing a third-party joint tortfeasor action for contribution against the COUNTY in the event a lawsuit is brought only against ACH for a claim with respect to which ACH contends the COUNTY is solely or partially at fault. Notwithstanding the foregoing, in the event a lawsuit is brought arising out of the services contemplated by this agreement against any of the parties to this agreement, the parties agree to mutually cooperate with each other in the defense of any such lawsuit to the greatest extent as is reasonably and ethically possible.

5.13 **INDEPENDENT CONTRACTORS.** ACH may engage certain health care professionals as independent contractors rather than employees (“CONTRACT PROFESSIONALS”). ACH shall not engage any CONTRACT PROFESSIONAL who does not meet the applicable professional licensing requirements and ACH shall exercise administrative supervision over CONTRACT PROFESSIONALS as necessary to ensure the strict fulfillment of the obligations contained in this agreement. Because of its independent contractor relationship with CONTRACT PROFESSIONALS, ACH will not be considered or deemed to be engaged in the practice of medicine with respect to the work of CONTRACT PROFESSIONALS. Services provided by independent contractors under this agreement shall be provided in a manner reasonably consistent with the independent medical judgment that the CONTRACT PROFESSIONAL is required to exercise. All terms and conditions of this agreement shall be included in all such contracts with CONTRACT PROFESSIONALS. For each CONTRACT PROFESSIONAL, ACH shall provide the COUNTY proof that the CONTRACT PROFESSIONAL has professional liability insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. ACH shall provide copies of all contracts and proofs of insurance for CONTRACT PROFESSIONALS to the COUNTY and obtain the COUNTY’s written approval before any CONTRACT PROFESSIONAL begins work under this agreement.

5.14 **INSURANCE.**

5.14.1 **INSURANCE COVERAGE.** ACH shall, at its sole cost and expense, procure and maintain during the term of this Agreement, the following coverage and limits of insurance:

5.14.1.1 **AUTOMOBILE LIABILITY COVERAGE.** ACH will provide automobile liability coverage with a minimum limit of \$1,000,000 on any owned, hired, or non-owned automobiles.

5.14.1.2 **COMMERCIAL GENERAL LIABILITY.** ACH will obtain and maintain in good standing commercial general liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate premises operations and \$2,000,000 products/completed operations aggregate. The insurer shall agree

to waive all right of subrogation against Champaign County, its officials and employees for losses arising from work performed by ACH for the COUNTY.

- 5.14.1.3 **PROFESSIONAL LIABILITY COVERAGE.** Professional Liability insurance, including civil rights liability, in an amount not less than \$1,000,000 per occurrence and \$5,000,000 annual aggregate.
- 5.14.1.4 **WORKER'S COMPENSATION COVERAGE.** Worker's Compensation coverage as required by Illinois state law. The insurer shall agree to waive all right of subrogation against Champaign County, its officials and employees for losses arising from work performed by ACH for the COUNTY.
- 5.14.2 **PROOF OF INSURANCE.** ACH shall provide the COUNTY proof of insurance coverage for the term services are provided under this agreement. ACH shall promptly notify the COUNTY, in writing, of each change in coverage, reduction in policy amounts or cancellation of insurance coverage. If ACH fails to provide proof of adequate insurance within a reasonable time under the circumstances, then the COUNTY shall be entitled to terminate this agreement without penalty to the COUNTY pursuant to the terms of Section 2.3. The COUNTY's right to terminate this agreement includes any failure by ACH to provide proof of insurance for CONTRACT PROFESSIONALS under Section 5.13.
- 5.14.3 **ENDORSEMENTS.** ACH will cover the following as an additional insured on a primary and noncontributory basis for Automobile policies under subsection 5.14.1.1, general liability policies under subsection 5.14.1.2, and professional liability policies under subsection 5.14.1.3:
 - 5.14.3.1 Champaign County, 1776 E. Washington St., Urbana, IL 61802.
 - 5.14.3.2 Champaign County Jail and the Champaign County Sheriff, 204 E. Main Street, Urbana, IL 61801.
 - 5.14.3.3 Champaign County Juvenile Detention Center and the Director of Probation and Court Services, 400 S. Art Bartell Road, Urbana, Illinois 61802.
- 5.14.4 **ADJUSTMENTS TO INSURANCE POLICY.** Each insurance policy required in this agreement shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the COUNTY.
- 5.15 **INTERGOVERNMENTAL AGREEMENTS (IGAs) (PIGGYBACK).** ACH agrees to allow the COUNTY to authorize other government agencies 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.
- 5.16 **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 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 COUNTY: Champaign County Jail, 204 E. Main St., Urbana, IL 61801. To ACH: Advanced Correctional Healthcare, Inc., Attn: Legal, 720 Cool Springs Blvd., Suite 100, Franklin, TN 37067; facsimile: 309.214.9977; email: Contracts@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 the COUNTY is a party and which relate to the provision of health care to patients 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.** ACH may subcontract services including, but not limited to, biomedical waste disposal, electronic medical records, mobile services, pharmaceutical services, staffing, and training, except that ACH must fulfill the requirements for health care professionals who are CONTRACT PROFESSIONALS set forth in Section 5.13.
- 5.22 **TRAINING MATERIAL.** As a general rule, information in training material shall conform to all relevant laws, regulations, and standards of medical care at the time of publication. The information should be treated as guidelines, not rules. The information presented is not intended to establish a standard of medical care and is not a substitute for common sense. The information presented is not legal advice, is not to be acted on as such, may not be current, and is subject to change without notice. Each situation should be addressed on a case-by-case basis.
- 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.



Jessica K. Young, Esq., CCHP-A
President & Chief Executive Officer

4/26/22

Date

SHERIFF OF CHAMPAIGN COUNTY, ILLINOIS



Sheriff

04/27/2022

Date

**DEPARTMENT OF PROBATION AND COURT SERVICES DIRECTOR,
CHAMPAIGN COUNTY, ILLINOIS**



Director

04/28/2022

Date