

AGREEMENT FOR THE PROVISION OF INMATE HEALTH SERVICES
JACKSON COUNTY, MISSOURI

This Agreement for the Provision of Inmate Health Services (hereinafter referred to as the "AGREEMENT"), effective as of the date of the last signature hereto, entered into by and between the County of Jackson, located in the State of Missouri, through the Jackson County Sheriff in his official capacity, (hereinafter referred to as the "COUNTY"), and Advanced Correctional Healthcare, Inc. (hereinafter referred to as "ACH"), an Illinois corporation.

RECITALS

WHEREAS, the COUNTY desires to provide correctional healthcare services to the inmates of the Jackson County Jail (hereinafter referred to as the "FACILITY"); and

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

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

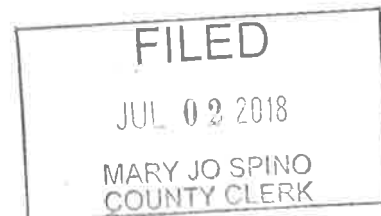
DEFINITIONS

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

COUNTY INMATES – Inmates booked into the custody of the COUNTY and presently incarcerated in the FACILITY, but not to include NON-COUNTY INMATES.

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

NON-COUNTY INMATES – Inmates who are covered by a government health program for American Indians; work release inmates while on work release; inmates during transport to/from outside facilities; and inmates housed in the FACILITY for other counties, State Department of Corrections, U.S. Immigration and Customs Enforcement (ICE), U.S. Marshals, and/or other federal agencies.



ARTICLE 1:
ACH

- 1.1 **BIOMEDICAL WASTE DISPOSAL.** ACH will arrange and pay for biomedical waste disposal services for the medical unit at the FACILITY. Typical biomedical waste expected in the medical unit would be bandages, dressings, gloves, hypodermic needles, laboratory containers, sharps, and syringes.
- 1.2 **COLLECTION OF DNA/PHYSICAL EVIDENCE AND FORENSIC INFORMATION.** ACH will perform body cavity searches on-site with signed consent from the inmate in accordance with the following guidelines: ACH staff are prohibited from participating in the collection of forensic evidence, except when: (1) complying with state laws that require blood samples from inmates, so long as there is consent of the inmate and ACH staff are not involved in any punitive action taken as a result of an inmate's nonparticipation in the collection process, (2) conducting body cavity searches, and blood or urine testing for alcohol or other drugs when done for medical purposes by a practitioner's order, and/or (3) conducting inmate-specific, court-ordered laboratory tests, examinations, oral swabs, or radiology procedures with consent of the inmate. ACH will not pay for any costs associated with any body cavity search or any other collection of forensic information, including, but not limited to, any associated medical fees, laboratory fees, added personnel costs, and/or court costs.
 - 1.2.1 **DNA COLLECTION.** ACH employees may perform DNA collection (such as a buccal swab or smear) for the purpose of parental identification. ACH employees will not perform DNA collection for any other purpose(s) (such as felony arrest databases).
 - 1.2.2 **SEXUAL ASSAULT.** In the case of sexual assault, the inmate victim will be sent to the hospital for appropriate collection of evidence which includes chain of custody, counseling, and care. Court-ordered body cavity searches will be referred to the appropriate facility or emergency room.
- 1.3 **DENTAL CARE.** ACH will provide dental triage screenings for inmates for the purpose of identifying serious dental needs. POOL money will pay for any costs associated with dental care.
- 1.4 **ECTOPARASITES.** For inmates presenting with symptoms of ectoparasitic infection (as determined by the ACH practitioner), ACH will provide and pay for medically indicated treatment. For inmates without symptoms of ectoparasitic infection, ACH will provide treatment at the COUNTY's request, and the COUNTY will be responsible for the cost of the treatment. ACH will not be responsible for facility cleaning for ectoparasites.
- 1.5 **ELECTIVE CARE.** ELECTIVE CARE is defined as care which, if not provided, would not, in the opinion of ACH's practitioner, cause the patient's health to deteriorate. ACH will not pay for ELECTIVE CARE for inmates.
- 1.6 **ELECTRONIC MEDICAL RECORDS (EMR).** ACH will arrange for Advanced Inmate Medical Management, LLC to provide EMR at the FACILITY. Both parties agree that ACH is protected and immune from any liability or cause of action which may arise from the use of the EMR.
- 1.7 **INMATE LABOR.** Inmates will not be employed or otherwise utilized by ACH.

- 1.8 **MEDICAL CLAIMS RE-PRICING.** ACH will re-price medical claims. Once claims are received, ACH will calculate the applicable discount (if any) and confirm the integrity of the claim prior to payment.
- 1.9 **MEDICAL EQUIPMENT (DURABLE).** ACH will be responsible for the cost of medical equipment up to one hundred fifty dollars (\$150) per item, and up to one thousand five hundred dollars (\$1,500) total per contract term. 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. Upon termination of this AGREEMENT, the medical equipment will be in good working order, with allowances made for reasonable wear and tear.
- 1.10 **MEDICAL SUPPLIES (DISPOSABLE).** ACH will pay for and provide disposable medical supplies intended for one-time use, not to include durable or reusable medical supplies. Typical disposable medical supplies expected in a medical unit would be tongue blades, Band-Aids, gauze pads, medical tape, sterile water, saline, pregnancy tests, blood sugar strips, peak flow mouth pieces, O2 tubing, urine test strips, syringes, gloves for the medical staff, med cups, lancets, ammonia ampules, cotton-tip applicators, and alcohol preps.
- 1.11 **MENTAL HEALTH SERVICES – CRISIS INTERVENTION.** ACH will refer inmates to crisis intervention services when indicated. The crisis intervention services will be provided by the FACILITY staff in concert with ACH staff. ACH will coordinate with the medical and programming services (e.g., chemical dependence) at the FACILITY so that patient management is appropriately integrated, health needs are met, and the impact of any of these conditions on each other is adequately addressed. ACH will use an integrated and multidisciplinary team (including FACILITY staff) to develop treatment plans for inmates displaying problematic behavior.
- 1.12 **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. POOL money will pay for any costs associated with MOBILE SERVICES.
- 1.13 **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, 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. POOL money will pay for any costs associated with OFF-SITE SERVICES.
- 1.14 **OFFICE EQUIPMENT (DURABLE).** The COUNTY will provide use of COUNTY-owned office equipment and utilities in place at the FACILITY's healthcare unit. ACH will be responsible for the cost of necessary office equipment up to one hundred fifty dollars (\$150) per item, and up to one thousand five hundred dollars (\$1,500) total per contract term. 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.
- 1.15 **OFFICE SUPPLIES (DISPOSABLE).** ACH will provide and pay for disposable office supplies, such as medical charts, paper, pens, staples, and Post-It notes which are required for the provision of inmate healthcare services, but not to include postage.

- 1.16 OTHER SERVICES AND EXPENSES. ACH may not provide and will not pay for any services, supplies and/or equipment which are not specifically contained in this AGREEMENT.
- 1.17 PHARMACEUTICALS. ACH will provide pharmaceuticals. The COUNTY agrees to allow home medications in the FACILITY when they are able to be properly verified. POOL money will pay for pharmaceuticals.
- 1.18 POOL. The COUNTY will have a POOL of one hundred thousand dollars (\$100,000) to be used every twelve (12) months (hereinafter referred to as the "POOL"). The POOL money will be spent as indicated in this AGREEMENT. Certain NON-COUNTY INMATE costs (including but not limited to dental care, MOBILE SERVICES, and OFF-SITE SERVICES) may not be paid for with POOL money.
- 1.18.1 The date of service for outpatient care, or date of admission for hospitalization, or date of the prescription, will be used to determine the calendar month in which the expenses are to be applied toward the POOL. Any costs exceeding the POOL will be reconciled back to the COUNTY at the time the costs exceed the POOL, or monthly, as needed.
- 1.18.2 Once the POOL limit is reached, costs exceeding the POOL will be re-priced, to the extent possible, and returned to the COUNTY for payment.
- 1.18.3 All monies remaining in the POOL after receipt of invoices will be returned to the COUNTY within ninety (90) days after the twelve (12) month term. Invoices received more than ninety (90) days after the close of the twelve (12) month term will be forwarded to the COUNTY for payment.
- 1.18.4 In the event this AGREEMENT is terminated prior to the twelve (12) month term in which the POOL applies, any remaining POOL monies will be prorated for the portion of the twelve (12) month term elapsed. Costs exceeding the prorated amount will be paid by the COUNTY.
- 1.19 PRISON RAPE ELIMINATION ACT OF 2003 (PREA). Should the COUNTY choose to comply with PREA, ACH will endeavor to comply with PREA, applicable PREA standards, and the FACILITY's policies related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within the FACILITY. ACH acknowledges that, in addition to self-monitoring, the FACILITY may conduct announced or unannounced monitoring to include on-site monitoring.
- 1.20 STAFFING
- 1.20.1 PRACTITIONER. As a general rule, a physician and/or MID-LEVEL PRACTITIONER will visit the FACILITY three times per week or as otherwise agreed by the COUNTY and ACH, and will stay until their work is completed. The physician and/or MID-LEVEL PRACTITIONER will be available by telephone to the FACILITY and medical staff on an on-call basis, seven (7) days per week, twenty-four (24) hours per day. For scheduled visits that fall on HOLIDAYS, coverage will be provided by telephone only.
- 1.20.2 NURSING. As a general rule, ACH will provide on-site registered nursing coverage for four hundred sixteen (416) hours per week and licensed practical nursing coverage for seven hundred forty-four (744) hours per week on a schedule approved by the COUNTY. ACH will phase-in nursing to the best of its ability. For hours of absence due to

HOLIDAYS, paid time off, or sick time, the hours will not be replaced or credited. For other absences, ACH endeavors to provide replacement coverage.

- 1.20.3 DENTAL CARE. As a general rule, ACH will provide a dentist on-site eight (8) hours per week and a dental assistant on-site ten (10) hours per week on a schedule approved by the COUNTY.
- 1.20.4 MEDICAL RECORDS CLERK. As a general rule, ACH will provide a medical records clerk on-site for ninety-six (96) hours per week on a schedule approved by the COUNTY. ACH will phase-in medical records clerks to the best of its ability. For hours of absence due to HOLIDAYS, paid time off, or sick time, the hours will not be replaced or credited. For other absences, ACH endeavors to provide replacement coverage.
- 1.20.5 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. ACH endeavors to stagger employee meal breaks so that sufficient medical staff is available to respond to emergency calls.
- 1.20.6 EXTRA HOURS WORKED. The COUNTY agrees that, in the event the FACILITY is ordered by consent decree to increase medical services or hours, the COUNTY will reimburse ACH for costs related to the order.
- 1.20.7 SECURITY ESCORT. The COUNTY will ensure that inmates who are special management offenders, i.e. inmates who require mechanical restraints outside their individual cells, are provided direct, immediate supervision at all times on at least a one-on-one basis by a correctional officer. Otherwise, the COUNTY agrees that a correctional officer will be in the vicinity of each ACH employee at all times in the FACILITY.
- 1.21 TRAINING MATERIAL. Information in any training material 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.
- 1.22 TUBERCULOSIS (TB) TESTING.
 - 1.22.1 FACILITY STAFF. 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.
 - 1.22.2 INMATES. ACH will provide TB skin tests as directed by the COUNTY. ACH will pay for the TB serum and related supplies.

ARTICLE 2:
THE COUNTY

- 2.1 ACCREDITATION. Should the COUNTY choose to seek accreditation, the COUNTY will be responsible for any and all costs of accreditation for the FACILITY.

- 2.2 **AUTOMATED EXTERNAL DEFIBRILLATORS (AEDs).** ACH medical staff will perform routine testing of the AEDs as recommended by the manufacturer's operational guidelines and inform the FACILITY when additional maintenance or repair is needed. The duty to purchase, provide, and maintain AEDs shall remain the responsibility of the COUNTY. The duty to purchase replacement AEDs and parts for repair and maintenance shall remain the responsibility of the COUNTY. ACH and ACH employees will assume no responsibility for, and will not be liable for, the FACILITY's AEDs and/or defective and/or non-working AEDs in the FACILITY.
- 2.3 **CO-PAY.** The COUNTY agrees to the use of a co-pay system, as permitted by law, for inmate medical requests. The COUNTY will be responsible for determining the legality and structure of the co-pay system.
- 2.4 **DECLINING APPLICANTS FROM ACH SO THE COUNTY MAY EMPLOY THEM DIRECTLY.** ACH makes a significant investment in the recruiting of new applicants and acknowledges the COUNTY has final approval of who may enter the FACILITY. As a result, ACH does not expect the COUNTY to deny approval of an applicant presented to them in order for the COUNTY to employ that person directly. If, during the term of this AGREEMENT or within one (1) year after this AGREEMENT's termination, the COUNTY should hire an applicant who was presented to them by ACH and denied approval by the COUNTY, the COUNTY agrees to pay ACH thirty percent (30%) of the applicant's first year's salary/compensation as a recruiting fee for each applicant.
- 2.5 **DUTY TO PROTECT INMATES.** The non-delegable duty to protect inmates 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 inmates. This duty extends to the control of inmate movement. ACH and its personnel will assume no responsibility for the movement of inmates and assume no responsibility for inmate 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 ACH employees or independent contractors and the COUNTY is specifically prohibited from doing the same. If the COUNTY should hire any ACH employee or independent contractor during this AGREEMENT's term or within one (1) year after this AGREEMENT's termination, the COUNTY agrees to pay ACH a professional replacement fee of Ten Thousand Dollars (\$10,000) or Ten Percent (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 nonfeasibility of obtaining any adequate remedy, are estopped from contesting the validity or enforceability of such payment.

- 2.8 **FACILITY STAFF TRAINING.** The duty to train the FACILITY staff is and always remains vested in the COUNTY. Upon request of the COUNTY, ACH may assist in training for FACILITY staff on certain topics as determined by the COUNTY. The COUNTY is solely responsible for overall operation of the FACILITY, including medical care. The COUNTY maintains ultimate responsibility for training and supervising its correctional officers, including but not limited to emergency procedures, ensuring sick calls are passed along to the medical team, and properly distributing medications (where appropriate).
- 2.9 **MEDICAL AND MENTAL HEALTH RECORDS.** Inmate 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.
- 2.10 **NON-MEDICAL CARE OF INMATES.** The COUNTY will provide and pay for non-medical needs of the inmates 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 **SECURITY.** The COUNTY will maintain responsibility for the physical security of the FACILITY and the continuing security of the inmates. 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 inmates and FACILITY staff, consistent with the correctional setting. The COUNTY will provide security sufficient to enable ACH and its personnel to safely provide the healthcare 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 in regards to security/background clearance.
- 2.12 **COUNTY'S POLICIES AND PROCEDURES.** The COUNTY will prepare policies and procedures for the FACILITY. Those policies and procedures are the responsibility of the COUNTY.

ARTICLE 3:
COMPENSATION/ADJUSTMENTS

- 3.1 **FUNDING THE FACILITY'S HEALTHCARE PROGRAM.** It is ultimately the responsibility of the COUNTY to appropriately fund the FACILITY's healthcare program. As a result, ACH's healthcare program at the FACILITY (staffing, etc.) is customized and approved by the COUNTY.
- 3.2 **ANNUAL AMOUNT/MONTHLY PAYMENTS.** The annualized amount to be paid by the COUNTY to ACH under this AGREEMENT is to be four million forty-three thousand two hundred seventeen dollars and twenty-six cents (\$4,043,217.26). The COUNTY will make monthly payments of three hundred thirty-six thousand nine hundred thirty-four dollars and seventy-seven cents (\$336,934.77), which is equal to 1/12 of the annualized amount, during the term of this AGREEMENT. ACH will bill the COUNTY on the first business day of the month following the month in which services are rendered. The COUNTY agrees to pay ACH within thirty (30) days of receipt of the bill.
- 3.2.1 **ANNUAL AMOUNT UPON RENEWAL.** Upon the annual anniversary of the commencement of services under this AGREEMENT, the annualized amount of increase for compensation will be the 12-Month Consumer Price Index (CPI) for medical care or zero percent (0%), whichever is higher. The CPI will be calculated from the most recent CPI data as published by the Bureau of Labor Statistics.

- 3.3 QUARTERLY ADJUSTMENTS. Account reconciliation will be completed for variances in the ADP and other expenses, such as equipment or services purchased by ACH (with prior approval of the COUNTY) on behalf of the COUNTY.
- 3.3.1 AVERAGE DAILY POPULATION (ADP). ADP for a given quarter will be determined from the FACILITY census records. For billing purposes, the COUNTY INMATE ADP will be 930 and the NON-COUNTY INMATE ADP will be 0. Inmates 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 inmates presently incarcerated in the FACILITY.
- 3.3.2 PER DIEM.
- 3.3.2.1 GENERAL. Per diem rate(s) are intended to cover additional costs in those instances where minor, short-term changes in the inmate population results in the higher utilization of routine supplies and services. The per diem is not intended to provide for any additional fixed costs, such as new fixed staffing positions that might prove reasonable if the inmate population grows significantly and is sustained. ACH will request the monthly count for these separate populations on a quarterly basis.
- 3.3.2.2 COUNTY INMATES. 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 COUNTY INMATES above or below the contracted ADP for that quarter multiplied by the per diem rate of \$0.42 per inmate 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 \$0.42 x 91)
- 3.3.2.3 NON-COUNTY INMATES. To cover the cost of incidental medical expenses for NON-COUNTY INMATES (such as disposable medical supplies and biomedical waste disposal services), a separate per diem rate of \$0.42 per inmate per day will be assessed for each NON-COUNTY INMATE housed in the FACILITY in excess of the contracted NON-COUNTY INMATE ADP.
- 3.3.3 ARREARS. Any contract amount in arrears will be settled through reconciliation and adjusted accordingly. Adjustments will be made to the first monthly invoice prepared after reconciliation between ACH and the COUNTY. Payment of the adjusted amount will be due upon receipt of said invoice.

ARTICLE 4:
TERM AND TERMINATION

- 4.1 TERM. The term of this AGREEMENT will begin on July 15, 2018 at 12:01 A.M. and will continue in full force and effect until June 30, 2021 at 11:59 P.M., unless earlier terminated, extended, or renewed pursuant to this AGREEMENT. This AGREEMENT will automatically renew for two successive one (1) year periods unless either party gives one hundred eighty (180) days' written notice prior to the end of a term.
- 4.2 TERMINATION.

- 4.2.1 **TERMINATION FOR LACK OF APPROPRIATIONS.** It is understood and agreed that this AGREEMENT will be subject to annual appropriations by the COUNTY. If funds are not appropriated for this AGREEMENT, then upon exhaustion of such funding, the COUNTY 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.
- 4.2.2 **180-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 one hundred eighty (180) days' advance written notice to the other party. If the COUNTY gives ACH less than one hundred eighty (180) days' advance written notice, the COUNTY agrees to pay to ACH six (6) month's contract price as an early termination fee. ACH will not pay an early termination fee.

ARTICLE 5:
GENERAL TERMS AND CONDITIONS

- 5.1 **ADVICE OF COUNSEL.** Each of the parties (a) has had the opportunity to seek counsel, legal or otherwise, prior to entering into this AGREEMENT, (b) is freely entering into this AGREEMENT of his/her or its own volition, and (c) understands and agrees that this AGREEMENT will be construed as if drafted by both parties and not by one party solely.
- 5.2 **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 **ATTORNEY FEES AND COSTS.** In the event a lawsuit, arbitration, or mediation is initiated by either party, the party against whom a judgment or award is entered will also be liable for costs of suit and reasonable attorneys' fees as set by the court or arbitrator.
- 5.4 **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.
- 5.5 **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. The COUNTY will be responsible for any additional services required at the FACILITY as the result of governmental (including, but not limited to, the Department of Justice, Immigration and Customs Enforcement, Department of Corrections, Federal Bureau of Prisons, or United States Marshals Service) investigation, mandate, memorandum, or order. Should new legislation require substantial new medical treatment, the COUNTY will pay for it, unless specifically agreed upon in writing between ACH and the COUNTY.
- 5.6 **COUNTERPARTS; HEADINGS.** This AGREEMENT may be executed in counterparts, each of which will be an original and all of which will constitute one AGREEMENT. The headings contained in this AGREEMENT are for reference purposes only and will not affect in any way the meaning or interpretation of this AGREEMENT. The terms "inmate" and "detainee" may be used

interchangeably throughout this AGREEMENT and will not affect in any way the meaning or interpretation of this AGREEMENT.

- 5.7 **ENTIRE AGREEMENT; AMENDMENT.** This AGREEMENT, together with the COUNTY's request for Proposal No. 18-19 and ACH's response to RFP 18-19 (including any exception requested by ACH and agreed to by the COUNTY, represents the entire understanding of the parties with respect to the subject matter hereof, and may only be amended by written agreement of both parties. In the event of a conflict between provisions of any of these documents, the prevailing order is as follows: (1) this AGREEMENT; (2) ACH's response to RFP 18-19; (3) the COUNTY's RFP 18-19. The parties agree that their performances hereunder do not obligate either party to enter into any further agreement or business arrangement.
- 5.8 **EQUAL EMPLOYMENT OPPORTUNITY.** It is the policy of ACH to provide equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, age, or genetics. In addition, it is the policy of ACH to comply with applicable state and local laws governing nondiscrimination in employment. 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.
- 5.9 **EXCUSED PERFORMANCE.** In case performance of any terms of parts hereof will be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority of local, state, or federal governments or because of riots, public disturbances, strikes, lockouts, differences with workers, fires, floods, Acts of God, or any other reason whatsoever which is not within the control of the parties whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.
- 5.10 **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: Alex.Kinzinger@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.
- 5.11 **FURTHER ACTS.** The parties agree to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this AGREEMENT.
- 5.12 **GOVERNING LAW.** This AGREEMENT will be governed by the laws of the State of Missouri (without reference to conflicts of laws principles).
- 5.13 **HOLD HARMLESS AND INDEMNIFY.** ACH agrees, to the fullest extent permitted by law, to indemnify and hold the COUNTY harmless from damages and losses arising from negligent acts, errors, or omissions of ACH in the performance of the work under this AGREEMENT, to the extent that ACH is responsible for such damages and losses on a comparative basis of fault and

responsibility between ACH and the COUNTY. ACH is not obligated to indemnify the COUNTY for the COUNTY's own negligence.

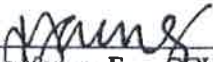
- 5.14 INDEPENDENT CONTRACTORS. ACH may engage certain healthcare professionals as independent contractors rather than employees.
- 5.15 INSURANCE.
- 5.15.1 ACH or its subsidiary(s) will maintain professional liability insurance, including civil rights liability, with minimum limits of One Million Dollars (\$1,000,000) each occurrence, Three Million Dollars (\$3,000,000) annual aggregate.
- 5.15.2 ACH or its subsidiary(s) will maintain workers' compensation and employer's liability insurance covering its employees while on the FACILITY's premises that complies with the statutory minimum requirements in the applicable state(s).
- 5.15.3 ADDITIONAL INSURED. ACH or its subsidiary(s) will name the COUNTY as an additional insured for the sole negligence of ACH or its subsidiary(s) (as appropriate) under the professional liability portion of insurance.
- 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: Director of Corrections, Jackson County, MO, 1300 Cherry St, Kansas City, MO 64106; email: corrections@jacksongov.org; and Purchasing Administrator, Jackson County, MO, 415 E. 12th St., Ground Floor Kansas City, MO 64106; email: purchasing@jacksongov.org. To ACH: Advanced Correctional Healthcare, Inc., Attn: Contracts Manager, 3922 West Baring Trace, Peoria, IL 61615; facsimile: 309.214.9977; email: alex.kinzinger@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 healthcare to inmates 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 **PUBLICITY.** The COUNTY grants ACH permission to utilize the COUNTY's trademarks, trade names, or other designations in any promotion, press release or publication.
- 5.21 **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.
- 5.22 **SUBCONTRACTING.** ACH may subcontract services including, but not limited to, pharmaceutical services, biomedical waste disposal, and MOBILE SERVICES.
- 5.23 **USE BY OTHER PUBLIC AGENCIES (PIGGYBACK).** ACH agrees to allow the COUNTY to authorize other public agencies in the COUNTY to purchase the proposed items by issuance of a purchase order at the same terms and conditions as this AGREEMENT, and to make payments directly to ACH during the period of time that this AGREEMENT is in effect.
- 5.24 **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.

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

ADVANCED CORRECTIONAL HEALTHCARE, INC.



Jessica Young, Esq., CHP
President

6-19-18

Date

COUNTY OF JACKSON, MISSOURI

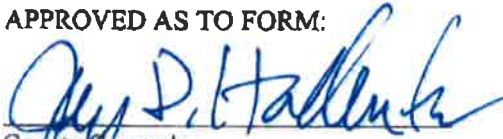


County Executive

6/25/2018

Date

APPROVED AS TO FORM:



County Counselor

ATTEST:



Clerk of the County Legislature

REVENUE CERTIFICATE

This award is made on an "as needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriation.

6/25/18

Date



Chief Administrative Officer

Please complete and return via fax to 309.214.9977 or email to alex.kinzinger@advancedch.com.

BUSINESS ASSOCIATE AGREEMENT
JACKSON COUNTY, MISSOURI

Definitions

Catch-all definition:

The following terms used in this Agreement will have the same meaning as those terms in the HIPAA Rules (<https://www.federalregister.gov/articles/2013/01/25/2013-01073/modifications-to-the-hipaa-privacy-security-enforcement-and-breach-notification-rules-under-the>): Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) **Business Associate.** "Business Associate" will generally have the same meaning as the term "Business Associate" at 45 CFR 160.103, and in reference to the party to this agreement, will mean Advanced Correctional Healthcare, Inc.

(b) **Covered Entity.** "Covered Entity" will generally have the same meaning as the term "Covered Entity" at 45 CFR 160.103, and in reference to the party to this agreement, will mean Jackson County Jail.

(c) **HIPAA Rules.** "HIPAA Rules" will mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, within 48 hours (except for any breaches putting patients at immediate risk of harm, which should be reported as soon as possible) and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to perform the services set forth in the Agreement for the Provision of Health Services. The Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(f) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) Covered Entity will notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b) Covered Entity will notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) Covered Entity will notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Permissible Requests by Covered Entity

Covered Entity will not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity, except if the Business Associate will use or disclose protected health information for data aggregation or management and administration and legal responsibilities of the Business Associate.

Term and Termination

(a) Term. The Term of this Agreement will be effective as of the date of the last signature hereto, and will terminate on the termination of the Agreement for Health Services or the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, will:

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) and (f) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(d) Survival. The obligations of Business Associate under this Section will survive the termination of this Agreement.


Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. No amendment to this Agreement will be effective until reduced to writing and signed by the parties.
- (c) Interpretation. Any ambiguity in this Agreement will be interpreted to permit compliance with the HIPAA Rules.
- (d) No Third Party Beneficiaries. There are no intended third party beneficiaries to this Agreement.
- (e) Without in anyway limiting the foregoing, it is the parties' specific intent that nothing contained in this Agreement give rise to any right or cause of action, contractual or otherwise, in or on behalf of any Individual whose PHI is Used or Disclosed pursuant to this Agreement.
- (f) Waiver. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision will not be construed as a waiver of any other term or provision.
- (g) Authority. The persons signing below have the right and authority to execute this Agreement for their respective entities and no further approvals are necessary to create a binding Agreement.
- (h) Conflict. In the event of any conflict between the terms and conditions stated within this Agreement and those contained within any other agreement or understanding between the parties, written, oral or implied, the terms of this Agreement will govern. Without limiting the foregoing, no provision of any other agreement or understanding between the parties limiting the liability of the Business Associate to Covered Entity will apply to the breach of any term, condition or covenant contained in this Agreement by Business Associate.
- (i) Headings. The headings of each section are inserted solely for purposes of convenience and will not alter the meaning of this Agreement.
- (j) Governing Law. This Agreement will be construed in accordance with and governed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties have executed this Agreement effective upon the date of the last signature hereto.

BUSINESS ASSOCIATE

ADVANCED CORRECTIONAL HEALTHCARE, INC.




 Jessica Young, Esq., CCHP
 President

 Date

COVERED ENTITY

JACKSON COUNTY JAIL



 Name: Diana Turner
 Title: Director

6/27/2018

 Date

Please complete and return via fax to 309.214.9977 or email to alex.kinzinger@advancedch.com