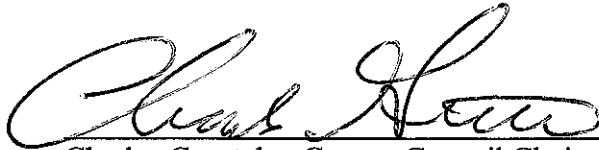


THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:

Council Member District 1, Brian Haskins	<u>yes</u>
Council Member District 2, Renee Reuter	<u>Abstain</u>
Council Member District 3, Phil Hendrickson	<u>yes</u>
Council Member District 4, Charles Groeteke	<u>yes</u>
Council Member District 5, Tracey Perry	<u>yes</u>
Council Member District 6, Daniel Stallman	<u>yes</u>
Council Member District 7, James Terry	<u>yes</u>

THE ABOVE BILL ON THIS 25th DAY OF November, 2019:

 PASSED **FAILED**



Charles Groeteke, County Council Chair



Pat Schlette, Council Executive Assistant


THIS BILL WAS X APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 21st DAY OF November, 2019.

THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2019.

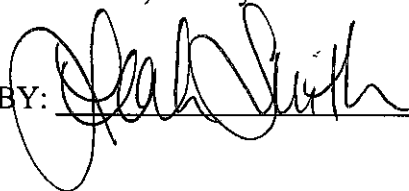


Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:



Ken Waller, County Clerk

BY: 

Reading Date: 11-25-2019



County of Jefferson

State of Missouri
Administration Center
729 Maple Street · PO Box 100
Hillsboro, Missouri 63050

Dennis Gannon
County Executive

RECEIVED

OCT 15 2019

DEPARTMENT OF ADMINISTRATIVE SERVICES

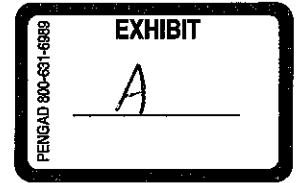
David Courtway - Director

Web Address: www.jeffcomo.org

Kristy Pedroli
Human Resources Manager
(636)797-5071 / Fax (636)797-5596

Vickie Pratt
General Services/Contracts & Grants Manager
(636)797-5380 / Fax (636)797-5067

ADVANCED CORRECTIONAL HEALTHCARE INC
3922 W BARING TRACE
PEORIA IL 61615



September 9, 2019

Attn: Jessica Young

Your company was awarded a bid for "HEALTH CARE SERVICES - JUVENILE 2019" for the County of Jefferson, Missouri in **November 2018**. The Invitation for Bid allows the County to renew your bid award for an additional one-year term with consent of the awarded bidder.

The County of Jefferson, Missouri may desire to renew this bid award for an additional one year with the same terms and conditions subject to approval by the County Council and County Executive. The new award dates shall be from **January 1, 2020 through December 31, 2020**.

PLEASE INCLUDE THE FOLLOWING ITEMS:

- 1) This executed renewal letter.
- 2) Updated insurance certificates.
- 3) Current paid tax receipts for any real or personal property owned in Jefferson County OR a notarized letter on company letterhead stating that your company does not own any real or personal property in Jefferson County.
- 4) Company Name, Signature, Print, Company Address, and Phone completed on next page.

Please sign and return as soon as possible if your company agrees to renew this contract.

Jessica Young
Printed Name of Authorizing Agent

[Signature]
Signature

10/3/19
Date

If your company does not wish to renew this agreement, please advise as soon as possible. Any questions please contact me at (636) 797-5380.


Respectfully,

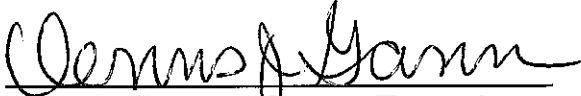
Vickie S Pratt

Vickie S. Pratt
Department of Administrative Services

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this _____ day of _____ 2019:

Advanced Correctional Healthcare Inc County of Jefferson, State of Missouri
Company Name


Signature
Jessica Young
Print


Dennis Gannon, County Executive

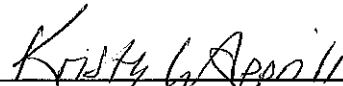
Company Address: _____

3922 W Baring Trail

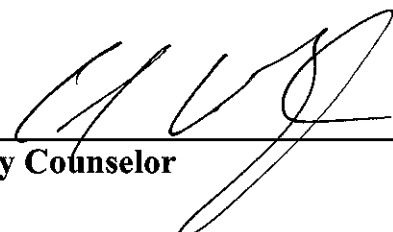
Peoria IL 61615

Phone: 309-692-8100

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.


County Auditor

APPROVED AS TO FORM


County Counselor



AGREEMENT FOR THE PROVISION OF JUVENILE HEALTH SERVICES
JEFFERSON COUNTY, MISSOURI
JUVENILE DETENTION CENTER

This Agreement (hereinafter referred to as the "AGREEMENT"), effective as of the date of the last signature hereto, entered into by and between Jefferson County, located in the State of Missouri (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 health care services to the juveniles of the Jefferson County Juvenile Detention Center (hereinafter referred to as the "FACILITY"); and

WHEREAS, ACH is a corporation which provides correctional health care 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.

ARTICLE 1:
ACH

- 1.1 **DENTAL CARE.** ACH will provide dental triage screenings for juveniles for the purpose of identifying serious dental needs. POOL money will pay for all costs associated with dental care.
- 1.2 **ECTOPARASITES.** For juveniles presenting with symptoms of ectoparasitic infection (as determined by the ACH practitioner), ACH will provide and pay for medically indicated treatment. For juveniles without symptoms of ectoparasitic infection, ACH will provide treatment at the 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.
- 1.3 **ELECTIVE CARE.** ELECTIVE CARE is defined as care which, if not provided, would not, in the opinion of ACH's practitioner, cause the juvenile's health to deteriorate. ACH will not pay for ELECTIVE CARE for juveniles.
- 1.4 **JUVENILE LABOR.** Juveniles will not be employed or otherwise utilized by ACH.
- 1.5 **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.

- 1.6 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. ACH will have the final say of what is a disposable medical supply.
- 1.7 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 all costs associated with MOBILE SERVICES.
- 1.8 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.
- 1.9 OFFICE SUPPLIES (DISPOSABLE). ACH will provide disposable office supplies, such as medical charts, paper, pens, staples, and Post-It notes which are required for the provision of juvenile health care services, but not to include postage. POOL money will pay for office supplies.
- 1.10 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.
- 1.11 PHARMACEUTICALS. ACH will dispense pharmaceuticals. POOL money will pay for all pharmaceuticals not otherwise paid for by Medicaid.
- 1.12 POOL. The COUNTY will have a POOL of \$10,000 to be used every 12 months (hereinafter referred to as the "POOL"). The POOL money will be spent as indicated in this AGREEMENT.
 - 1.12.1 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 paid by the COUNTY at the time the costs exceed the POOL, or monthly, as needed.
 - 1.12.2 Any monies remaining in the POOL after receipt of invoices will be shared with the COUNTY at a rate of 90% to the COUNTY / 10% to ACH within 90 days after the 12-month term. Invoices received more than 90 days after the close of the 12-month term will be forwarded to the COUNTY for payment.

- 1.12.3 In the event this AGREEMENT is terminated prior to the 12-month term in which the POOL applies, any remaining POOL monies will be prorated for the portion of the 12-month term elapsed. Costs exceeding the prorated amount will be paid by the COUNTY.
- 1.13 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.
- 1.14 STAFFING.
- 1.14.1 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 the FACILITY requires the ACH employee to be "on call" during meal break(s) so that they may respond to an emergency, then the ACH employee is considered to be "on duty" and the meal break(s) will be paid for by the COUNTY.
- 1.14.2 NURSING. ACH will provide on-site RN nursing coverage for 25 hours per week on a schedule approved by the COUNTY. The COUNTY agrees to pay, on a monthly basis, for extra hours worked (at the prevailing wage and benefit rate of the particular employee). 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, and if it is unable to do so, ACH and the COUNTY or designee will negotiate a mutually agreeable remedy.
- 1.14.3 PRACTITIONER. A physician will visit the FACILITY weekly or as otherwise agreed by the COUNTY and ACH, and will stay until their work is completed. The physician 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.
- 1.15 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.
- 1.16 TUBERCULOSIS (TB) TESTING.
- 1.16.1 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.

1.16.2 JUVENILES. 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 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 people. While ACH and its people may assist the COUNTY, ultimately the COUNTY specifically retains the duties and obligations with respect to AEDs. ACH and its people 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 BIOMEDICAL WASTE DISPOSAL. The COUNTY is responsible for the provision and cost of 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.
- 2.3 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.
- 2.4 DUTY TO PROTECT JUVENILES. The non-delegable duty to protect juveniles 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 juveniles. This duty extends to the control of juvenile movement. ACH and its personnel will assume no responsibility for the movement of juveniles and assume no responsibility for juvenile protection at any time.
- 2.5 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.
- 2.6 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.

- 2.7 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).
- 2.8 MEDICAL EQUIPMENT (DURABLE). Medical equipment remains the responsibility of the COUNTY. At the COUNTY's request, ACH may 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. Upon termination of this AGREEMENT, the medical equipment will be in good working order, with allowances made for reasonable wear and tear.
- 2.9 MEDICAL AND MENTAL HEALTH RECORDS. Juvenile 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 and when the information contained in the requested records is necessary, in the opinion of ACH, for the provision of health care to the juveniles of the FACILITY.
- 2.10 NON-MEDICAL CARE OF JUVENILES. The COUNTY will provide and pay for non-medical needs of the juveniles while in the FACILITY, including, but not limited to: daily housekeeping services; dietary services, including special supplements, liquid diets, or other dietary needs; building maintenance services; personal hygiene supplies and services; clothing; and linen supplies.
- 2.11 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.

- 2.12 SECURITY. The COUNTY will maintain responsibility for the physical security of the FACILITY and the continuing security of the juveniles. 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 juveniles and FACILITY staff, 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 in regards to security/background clearance.
- 2.13 COUNTY'S POLICIES AND PROCEDURES. All policies and procedures will at all times remain the property of the COUNTY and will remain at the FACILITY. ACH may make recommendations to the COUNTY's health care policies and procedures. Those recommendations are made for the COUNTY's consideration. ACH operates within the COUNTY's policies and procedures. 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. The materials in this section are for general information purposes only. That information should be treated as guidelines, not rules. The information is not intended to establish a standard of medical care and is not a substitute for common sense. The information 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. ACH does not have standing orders. ACH does not have a formulary.

ARTICLE 3:
COMPENSATION/ADJUSTMENTS

- 3.1 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.
- 3.2 ANNUAL AMOUNT/MONTHLY PAYMENTS. The annualized amount to be paid by the COUNTY to ACH under this AGREEMENT is to be \$102,470.97. The COUNTY will make monthly payments of \$8,539.25, which is equal to 1/12 of the annualized amount, during the term of this AGREEMENT. ACH will bill the COUNTY approximately thirty (30) days prior to the month in which services are to be rendered. The COUNTY agrees to pay ACH within thirty (30) days of receipt of the bill.
- 3.2.1 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) –

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 ADP will be 41. Juveniles who are not presently incarcerated in the FACILITY (i.e., persons on electronic monitoring or probation, or who are hospitalized, or in halfway housing or early release housing) should not be counted in either ADP reported to ACH by the COUNTY. The ADPs reported to ACH should only include those juveniles presently incarcerated in the FACILITY.

3.3.2 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 juvenile population results in the higher utilization of routine supplies and services. The per diem is not intended to provide for any additional fixed costs, such as new fixed staffing positions that might prove reasonable if the juvenile population grows significantly and is sustained. ACH will request the monthly count for these separate populations on a quarterly basis.

3.3.2.2 JUVENILES. When the ADP exceeds or falls below the contracted rate in any calendar quarter, the compensation variance will be figured on the average number of juveniles above or below the contracted ADP for that quarter multiplied by the per diem rate of \$0.22 per juvenile per day. (Example: If the ADP for a quarter is 10 above the contracted ADP, additional compensation due will be calculated as follows: $10 \times \$0.22 \times 91$)

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 January 1, 2020 at 12:01 A.M. and will continue in full force and effect until December 31, 2020 at 11:59 P.M., unless earlier terminated, extended, or renewed pursuant to this AGREEMENT. This AGREEMENT will automatically renew for successive one (1) year periods unless either party gives thirty (30) days' written notice prior to the end of a term.

4.2 TERMINATION.

4.2.1 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this AGREEMENT will be subject to annual appropriations by the COUNTY. If funds are not appropriated for this AGREEMENT, then upon exhaustion of such funding, the COUNTY 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 30-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 thirty (30) days' advance written notice to the other party. If the COUNTY gives ACH less than thirty (30) days' advance written notice, the COUNTY agrees to pay to ACH one (1) month's contract price as an early termination fee.

ARTICLE 5: **GENERAL TERMS AND CONDITIONS**

- 5.1 ADVICE OF COUNSEL. Each of the parties (a) has had the opportunity to seek counsel, legal or otherwise, prior to entering into this AGREEMENT, (b) is freely entering into this AGREEMENT of his/her or its own volition, and (c) understands and agrees that this AGREEMENT will be construed as if drafted by both parties and not by one party solely.
- 5.2 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, each party shall be responsible for the payment of its own attorneys' fees.
- 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 “juvenile” and “detainee” may be used interchangeably throughout this AGREEMENT.
- 5.7 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.
- 5.8 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: 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.

5.11 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.

5.13.1 ACH will hold harmless and indemnify the COUNTY (together with its respective employees) against any loss or damage solely caused or necessitated by the negligent, reckless, intentional, or deliberately indifferent conduct of ACH or its employees, which is related to medical treatment or care provided by ACH. With respect to any claim for indemnification, the COUNTY will (i) give written notice thereof to ACH within a reasonable period following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow ACH (including the employees, agents, and counsel) reasonable access to any of its employees, property, and records for the purposes of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, and taking such other steps as may be reasonable to preserve evidence of the occurrence on which the claim is based. If the COUNTY denies ACH reasonable access as set forth, after written request therefore, the COUNTY will assume sole responsibility for the claim for which indemnification is sought and will not be entitled to indemnity.

5.13.2 The COUNTY will hold harmless and indemnify ACH (together with its respective employees) against any loss or damage solely caused or necessitated by the negligent, reckless, intentional, or deliberately indifferent conduct of the COUNTY or its employees, which is related to medical treatment or care provided by ACH. With respect to any claim for indemnification, ACH will (i) give written notice thereof to the COUNTY within a reasonable period following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow the COUNTY (including the employees, agents, and counsel) reasonable access to any of its employees, property, and records for the purposes of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, and taking such other steps as may be reasonable to preserve evidence of the occurrence on which the claim is based. If ACH denies the COUNTY reasonable access as set forth, after written request therefore, ACH will assume sole responsibility for the claim for which indemnification is sought and will not be entitled to indemnity.

5.14 INDEPENDENT CONTRACTORS. ACH may engage certain health care 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: Jefferson County Detention Facility, 9501 Goldfinch Lane, Hillsboro, MO 63050; facsimile: 636-797-6031; email: vpratt@jeffcomo.org. To ACH: Advanced Correctional Healthcare, Inc., Attn: Associate General Counsel, 3922 West Baring Trace, Peoria, IL 61615; 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 juveniles at the FACILITY. The parties agree that they have not entered into this AGREEMENT for the benefit of any third person(s) and it is their express intention that this AGREEMENT is intended to be for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third party beneficiaries thereof.

5.20 SEVERABILITY. If any provision of this AGREEMENT, or any portion thereof, is found to be invalid, unlawful, or unenforceable to any extent, such provision will be enforced to

the maximum extent permissible so as to effect the intent of the parties, and the remainder of this AGREEMENT will continue unaffected in full force and effect. The parties will negotiate in good faith an enforceable substitute provision for such invalid provision that most nearly achieves the same intent and economic effect.

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

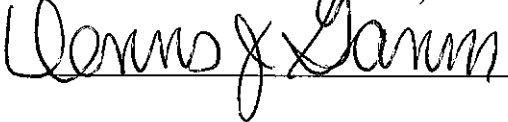
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year written below.

ADVANCED CORRECTIONAL HEALTHCARE, INC.

Jessica Young, President

Date

COUNTY OF JEFFERSON, MISSOURI



11-26-19
Date

Please complete and return via email to Contracts@advancedch.com.

If this contract is not returned to ACH by 12/1/19, the price may be subject to increase.