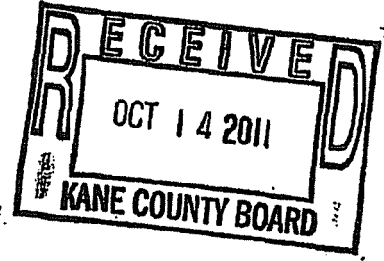


County of Kane  
Office of County Board  
Kane County Government Center



Karen McConnaughay  
Chairman  
630-232-5930



719 Batavia Avenue  
Geneva, Illinois 60134  
Fax 630-232-9188

**DOCUMENT VET SHEET**

for

**Karen McConnaughay  
Chairman, Kane County Board**

Name of Document: Agreement for the Provision  
of Resident Health Services at the  
Gene Co. Juvenile Justice Ctr.

Submitted by: Rick Anselme

Date Submitted: 10-14-11

Examined by: KC Spang

(Print name)  
[Signature]  
(Signature)

10-22-2011  
(Date)

Note 11/4  
re out of  
county  
Resid

Post on Web: Yes  No  Atty Initials KCS

Comments: Discussed County + OOC Residents -  
with Rick Anselme 10-27-2011  
KCS

Chairman signed: Yes  No  \_\_\_\_\_  
(Date)

Document returned to: \_\_\_\_\_

## Tallitsch, Jane

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**From:** Anselme, Rick  
**Sent:** Friday, October 14, 2011 9:48 AM  
**To:** Tallitsch, Jane  
**Cc:** Sierra, Amy; Rossman, Chris  
**Subject:** FW: Revisions to Kane County Juvenile Justice Center service agreement  
**Attachments:** Kane-IL Juvenile Justice Center Service Agreement 2011-2012.pdf

**Importance:** High  
**Sensitivity:** Confidential

Hi Jane,

X This is the new medical contract here at the Juvenile Justice Center. It has been negotiated by Purchasing and parts of it have been reviewed by the Civil Division. I was told to send this to you to see who should Vett this document, either the Civil Division or Mr. Shepro. Please advise. Thank you! Rick

---

**From:** Neil Leuthold [<mailto:nleuthold@advancedch.com>]  
**Sent:** Friday, September 16, 2011 9:52 AM  
**To:** Anselme, Rick  
**Cc:** Rossman, Chris  
**Subject:** Revisions to Kane County Juvenile Justice Center service agreement  
**Importance:** High  
**Sensitivity:** Confidential

**Superintendent Anselme** – following our recent phone conversation on the changes requested by ACH and County, please see the attached service agreement that includes those agreed to changes. If there are questions after you review this material please feel free to contact me at your convenience. Once the required signatures are obtained please return to me for final signing and execution. I will return copies to you and the County for your record retention needs.

I believe with these changes we have satisfied everyone's requests for coverage and inclusion of services consistent with the proposal submitted.

Respectfully,

***Neil Leuthold***  
President  
Advanced Correctional Healthcare  
309-272-3418  
[www.advancedch.com](http://www.advancedch.com)



This transmission (including attached pages) may contain medical information or other information that is privileged or confidential and is intended only for the named addressee(s). If you are not a named addressee, you are hereby notified that any use, disclosure or copying of this transmission is prohibited. If you received this transmission in error, please destroy all copies and notify Advanced Correctional Healthcare by calling (309) 692-8100 immediately.

**AGREEMENT FOR THE PROVISION OF RESIDENT HEALTH SERVICES  
AT THE KANE COUNTY JUVENILE JUSTICE CENTER, KANE COUNTY, ILLINOIS**

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

**Recitals**

WHEREAS, the COUNTY desires to provide professional and responsive healthcare services to the Residents of Kane County Juvenile Justice Center for the good health and well being of the Residents of the Juvenile Justice Center which is staffed by Kane County Juvenile Justice Center Superintendent (hereinafter referred to as "SUPERINTENDENT"); and

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

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

**Contract Documents**

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

1. This AGREEMENT with all attachments and exhibits incorporated herein.
2. Attachment A: Program Overview
3. Attachment B: Scope of Services

**Definitions**

1. KANE COUNTY RESIDENTS. Kane County Residents shall be defined as those persons booked into custody of the Kane County Juvenile Justice Center and presently incarcerated in the Kane County Juvenile Justice Center, not to include Juvenile Justice Center work release Residents while on work release, Kane County Residents during transport to/from outside facilities, Kane County Residents housed in other facilities or Residents housed for other counties, State Department of Corrections, ICE, US Marshals, or other Federal Agencies (hereinafter "County Residents").
2. NON-COUNTY RESIDENTS. Non-County Residents shall be defined as Kane County Juvenile Justice Center work release Residents while on work release, Kane County Residents during transport to/from outside facilities, Residents housed in the Kane County Juvenile Justice Center for other counties, State Department of Corrections, ICE, US Marshals, or other federal agencies (hereinafter "Non-County Residents").

**1.0 DUTIES AND OBLIGATIONS OF ACH**

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

**1.1 Scope of Services to be Provided by ACH**

- 1.1.1 SITE PHYSICIAN. Physician shall visit the facility once each week or as otherwise agreed to by the SUPERINTENDENT and ACH. Physician shall serve as the facility's Site Physician and be available by telephone to facility and medical staff on an on-call basis, seven (7) days per week, twenty-four (24) hours

per day. For scheduled visits that fall on an ACH corporate holiday (as noted in Section 5.3.13), the physician may provide coverage by phone only.

- 1.1.2 NURSING. ACH shall provide on-site nursing coverage, to include up to twenty (20) hours of Registered Nurse and twenty-eight (28) hours of Licensed Practical Nurse services per week, excluding ACH corporate holidays and Paid Time-Off (PTO) for vacation or illness. The noted number of hours is designed to support a Resident population up to sixty (60). COUNTY and ACH agree to review nursing hours should the ADP significantly exceed this level.
- 1.1.3 PSYCHIATRY. Psychiatrist shall visit the facility once each week as needed at the discretion of the SUPERINTENDENT or his designee or as otherwise agreed to by the SUPERINTENDENT and ACH.
- 1.1.4 ON-SITE SERVICES.
  - 1.1.4.1 ACH shall provide for COUNTY Residents:
    - 1.1.4.1.1 On-site evaluation and medical care;
    - 1.1.4.1.2 Pharmaceuticals, including prescription medications and prescribed over-the-counter medications up to the annual pharmaceutical financial liability limit in Section 1.1.6;
    - 1.1.4.1.3 On-site laboratory testing to include finger-stick blood sugar, urine dipstick for pregnancy and/or infection up to the annual financial liability limit in Section 1.1.6;
    - 1.1.4.1.4 TB skin tests for Residents as directed by the Superintendent up to the annual financial liability limit in Section 1.1.6;
    - 1.1.4.1.5 Disposable medical supplies intended for one-time use (not to include durable or reusable equipment or supplies) up to the annual financial liability limit in Section 1.1.6; and
    - 1.1.4.1.6 Dental triage screenings, in accordance with criteria established by a licensed dentist, for the purpose of identifying patients in need of serious dental services.
  - 1.1.4.2 ACH shall provide for NON-COUNTY Residents:
    - 1.1.4.2.1 On-site evaluation and medical care;
    - 1.1.4.2.2 Prescribed over-the-counter medications up to the annual pharmaceutical financial liability limit in Section 1.1.6;
    - 1.1.4.2.3 On-site laboratory testing to include finger-stick blood sugar, urine dipstick for pregnancy and/or infection up to the annual financial liability limit in Section 1.1.6;
    - 1.1.4.2.4 TB skin tests for Residents as directed by the Superintendent up to the annual financial liability limit in Section 1.1.6;
    - 1.1.4.2.5 Disposable medical supplies intended for one-time use (not to include durable or reusable equipment or supplies) up to the annual financial liability limit in Section 1.1.6; and
    - 1.1.4.2.6 Dental triage screenings, in accordance with criteria established by a licensed dentist, for the purpose of identifying patients in need of serious dental services. ACH shall not provide or be financially responsible for the cost of dental services.

Prescription pharmaceuticals for non-county Residents will be invoiced monthly to the COUNTY at a discounted rate, allowing Kane County to seek reimbursement from the responsible authority of the non-county Resident.

1.1.5 OFF-SITE AND/OR MOBILE SERVICES. When off-site and/or mobile service care are required for medical reason, ACH shall arrange for inpatient hospital services, outpatient hospital services, mobile services, specialty services, dental care, laboratory, radiology, diagnostic testing, consultation services, off-site mental health services and medically indicated ambulance transportation provided off-site or by mobile unit for all county or non-county Residents in the Kane County Juvenile Justice Center. ACH will be responsible for only the cost of these services for the Kane County Residents subject to the financial limit noted in Section 1.1.6. ACH shall arrange all off-site treatment and /or mobile services in accordance with the SUPERINTENDENT'S Policies and Procedures.

1.1.6 FINANCIAL LIABILITY LIMIT.

1.1.6.1 PHARMACEUTICALS. ACH's total financial responsibility for the cost of pharmaceuticals shall be limited to seven thousand five hundred dollars (\$7,500.00).

1.1.6.2 OFF-SITE AND SPECIALTY CARE. ACH's total financial responsibility for the cost of disposable medical supplies, inpatient hospital services, outpatient hospital services, mobile services, specialty services, dental care, laboratory, x-ray, diagnostic testing, consultation services, off-site mental health services, eyeglasses and optical supplies, network provider re-pricing fees and medically indicated ambulance transportation provided off-site or by mobile unit to Kane County Juvenile Justice Center Residents, shall be limited to an aggregate amount of five thousand dollars (\$5,000.00) per 12 month contract term with the COUNTY responsible for all off-site, specialty and mobile service costs exceeding the aggregate limit.

1.1.6.2.1 The date of service for outpatient care, or date of admission for hospitalization, shall be used to determine the calendar month in which the expenses are to be applied toward the \$5,000.00 12 month aggregate limit. Any costs exceeding the \$5,000.00 12 month aggregate limit, will be reconciled back to the COUNTY at the time the costs exceed the limit or monthly as needed.

1.1.6.2.2 Any monies remaining in the 12 month OFF-SITE AND SPECIALTY CARE financial liability pool after receipt of invoices for services will be shared with the County at a rate of 50% County/50% ACH within 90 days after the 12 month period. Receipts for services received more than 90 days after the close of the 12 month financial liability pool period will be forwarded to the County for payment. ACH shall not be financially responsible for any costs associated with off-site medical care and treatment of Non-County Residents.

1.1.6.2.3 In the event the contract is terminated prior to the 12 month annual term in which the annual liability limit applies, the annual liability limit available for services will be prorated for the portion of the 12 month period elapsed. Costs greater

than the prorated amount will be the responsibility of the County.

- 1.2 **Management services.** ACH shall provide management services to include: a comprehensive Strategic Plan; site specific Policies and Procedures; Protocols; Peer Review; Continuous Quality Improvement (CQI); Cost Containment; Utilization Management; Risk Management programs; HIPAA (Health Insurance Portability and Accountability Act) and NCCHC (National Commission on Correctional Health Care) Compliance programs specific to the Juvenile Justice Center's medical operations.
- 1.3 **Staffing**

ACH shall provide staffing limited to physician, nurse and psychiatrist coverage necessary for the rendering of healthcare services to the Residents of Kane County Juvenile Justice Center as described herein. The minimum service requirements include:

  - 1.3.1 **SITE PHYSICIAN.** Physician shall visit the facility once each week or as otherwise agreed to by the SUPERINTENDENT and ACH. Physician shall serve as the facility's Site Physician and be available by telephone to facility and medical staff on an on-call basis, seven (7) days per week, twenty-four (24) hours per day. For scheduled visits that fall on an ACH corporate holiday (as noted in Section 5.3.13), the physician may provide coverage by phone only.
  - 1.3.2 **NURSING.** A Registered Nurse shall be on-site up to twenty (20) hours per week and a Licensed Practical Nurse shall be on-site up to twenty-eight (28) hours per week, excluding ACH corporate holidays and Paid Time-Off (PTO) for vacation or illness, on a schedule approved by the Superintendent. Hours worked in excess of the contracted amount would be billed monthly to the COUNTY at the prevailing wage and benefit rate of the ACH employee.
  - 1.3.3 **PSYCHIATRY.** Psychiatrist shall visit the facility once each week as needed at the discretion of the SUPERINTENDENT or his designee or as otherwise agreed to by the SUPERINTENDENT and ACH. Hours worked in excess of the contracted two (2) hours per month would be billed to the COUNTY at the prevailing wage and benefit rate of two hundred dollars (\$200.00) per hour. The SUPERINTENDENT's staff shall monitor the hours per week and report the results monthly to ACH.
- 1.4 **Miscellaneous Duties and Obligations**
  - 1.4.1 **COLLECTION OF DNA/PHYSICAL EVIDENCE.** ACH shall perform the collection of physical evidence (hair, blood, saliva) for the purpose of DNA testing on-site with signed consent from the Resident in accordance with applicable NCCHC guidelines. Court-ordered collection of physical evidence shall be referred to the appropriate Emergency Room. ACH shall not be financially responsible for any costs associated with the collection or testing of physical evidence, including, but not limited to any associated medical and/or laboratory fees, added personnel and court costs, and the cost of DNA collection kits.
  - 1.4.2 **BODY CAVITY SEARCHES.** ACH shall perform body cavity searches on-site with signed consent from the Resident in accordance with applicable NCCHC guidelines. Court-ordered body cavity searches shall be referred to the appropriate Emergency Room. ACH shall not be financially responsible for any

- costs associated with a body cavity search, including, but not limited to any associated medical and/or laboratory fees, and added personnel and court costs.
- 1.4.3 RESIDENT LABOR. Residents will not be employed or otherwise engaged by ACH in the direct rendering of any health care services
- 1.4.4 PHYSICAL EXAMINATIONS FOR RESIDENT WORKERS. ACH will provide basic physical examinations for potential Resident workers to ensure the Residents are physically capable to perform assigned work duties.
- 1.4.5 EMERGENCY CARE. The ACH medical staff, while on-site, will provide emergency treatment to visitors, Superintendent's staff, employees or subcontractors who become ill or are injured while on the premises. The medical staff will stabilize all patients and refer for recommended treatment or care as needed.
- 1.4.6 HEALTH EDUCATION. ACH shall provide health education materials to the Superintendent for Resident education.
- 1.4.7 CARE REPORTS. ACH shall review at the scheduled CQI meetings, the health care reports with the SUPERINTENDENT or his designee concerning the overall operation of the healthcare services program and the general health of the Residents of Kane County Juvenile Justice Center.
- 1.4.8 MEETINGS. ACH representatives shall meet, in accordance with a schedule agreed to by the SUPERINTENDENT and ACH, with the SUPERINTENDENT or his designee concerning procedures within the Kane County Juvenile Justice Center and any proposed changes in health-related procedures or other matters, which either party deems necessary.
- 1.4.9 RECORDS. ACH shall maintain, cause, or require being maintained complete and accurate medical records for each Resident who has received health care services. Each medical record shall be maintained in accordance with applicable laws, the Illinois Department of Corrections standards for juvenile justice centers and the SUPERINTENDENT'S Policies and Procedures. The medical records shall be kept separate from the Resident's confinement record. A complete copy of the original applicable medical record shall be available to accompany each Resident who is transferred from the Kane County Juvenile Justice Center to another location for off-site services or transferred to another institution. Medical records shall be kept confidential, subject to applicable law regarding confidentiality of such records. ACH shall comply with Illinois and Federal law and the SUPERINTENDENT'S policy with regard to access by Residents and Juvenile Justice Center staff to medical records. No information contained in the medical records shall be released by ACH except as provided by the SUPERINTENDENT'S Policy, by a court order, or otherwise in accordance with applicable laws. At expiration of the Contract period, all medical records shall be delivered to and remain with the SUPERINTENDENT. However, the SUPERINTENDENT shall provide ACH with reasonable ongoing access to all medical records even after the expiration of the Contract for the purpose of defending litigation. Resident medical records shall at all times be the property of the Kane County SUPERINTENDENT.

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

During the Contract period and for a reasonable time thereafter, the SUPERINTENDENT will provide ACH, at ACH's request, the SUPERINTENDENT'S records relating to provision of health care services to Residents as may be reasonably requested by ACH in connection with an investigation of, or defense of any claim by a third party related to ACH's conduct. Consistent with applicable state and federal laws and the foregoing provision, the SUPERINTENDENT will make available to ACH such records as are maintained by the SUPERINTENDENT, hospitals and other off-site health care providers involved in the care or treatment of Residents (to the extent the SUPERINTENDENT has any control over those records) as ACH may reasonably request. Any such information provided by the SUPERINTENDENT to ACH that the SUPERINTENDENT considers confidential shall be kept confidential by ACH and shall not, except as may be required by law, be distributed to any third party without prior written approval by the SUPERINTENDENT. Notwithstanding any provision of this AGREEMENT to the contrary, the SUPERINTENDENT'S internal affairs investigative records shall not be required to be provided to ACH or any other person or entity (except as may be required by law).

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

1.5 **ACH Will Not Be Responsible For:**

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

1.5.2 OTHER EXPENSES. ACH will not be responsible for any other expenses, including, but not limited to, medical waste, dentures and dental restoration, durable medical equipment and supplies, prosthetics and prosthetic supplies. ACH shall not be financially responsible for any costs associated with infant care or Non-County Resident off-site care.

2.0 **DUTIES AND OBLIGATIONS OF THE SUPERINTENDENT**

2.1 **Security**

The SUPERINTENDENT shall maintain responsibility for the physical security of the Kane County Juvenile Justice Center and the continuing security of the Residents.



ACH and the SUPERINTENDENT understand that adequate security services are necessary for the safety of the agents, employees and subcontractors of ACH as well as for the security of Residents and SUPERINTENDENT'S staff, consistent with the correctional setting. The SUPERINTENDENT will provide security sufficient to enable ACH and its personnel to safely provide health care services described in this contract.

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

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

**2.2 Office Equipment and Supplies**

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

**2.3 Non-Medical Care of Residents**

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

**2.4 Resident Information**

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

**3.0 COMPENSATION/ADJUSTMENTS**

**3.1 Annual Amount/Monthly Payments**

The annualized amount to be paid by the COUNTY to ACH under this AGREEMENT is to be **\$132,151.61**. The COUNTY shall make monthly payments of 1/12<sup>th</sup> of this amount (**\$11,012.63**) to ACH during the term of this AGREEMENT. ACH will bill the County approximately 30 days prior to the month in which services are to be rendered. The County agrees to pay ACH prior to the tenth day of the month in which services are rendered.

**3.1.1 ANNUALIZED AMOUNT UPON RENEWAL.** The annualized price of services noted above will remain fixed for years one (1) and two (2) for the original services and resident population. Upon the annual anniversary date at the beginning of year three (3) of this AGREEMENT, the annualized amount of increase and per diem rate shall be the lesser of **3% or the CPI for years three (3) and four (4). The CPI will be calculated using the most recent Bureau of Labor Statistics data for Medical care.**

3.2 **Quarterly Adjustments**

Account reconciliation shall be completed for each fiscal quarter. Adjustments shall be made for variances in the average daily Resident population, non-covered pharmaceuticals purchased, and other expenses such as equipment or services purchased by ACH (with prior approval of the COUNTY) on behalf of the COUNTY. This per diem is intended to cover additional costs in those instances where minor, short term changes in the Resident 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 necessary if the Resident population grows significantly and is sustained. In such cases, ACH reserves the right to negotiate for an increase to its staffing and its contract price in order to continue to provide services to the increased number of Residents and maintain the standard of care. Any contract amount in arrears will be settled through reconciliation and adjusted accordingly. Adjustments will be made to the first monthly invoice prepared after reconciliation between ACH and the COUNTY. Payment of the adjusted amount will be due upon receipt of said invoice.

3.2.1 **ADJUSTMENT FOR AVERAGE DAILY POPULATION.** Average daily population for a given quarter shall be determined from Kane County Juvenile Justice Center census records. For billing purposes, the average daily population shall be based on an average population of 55 Kane County Juvenile Justice Center Residents per day. When the average daily population exceeds or falls below the base rate in any calendar quarter, the compensation variance shall be figured on the average number of Kane County Juvenile Justice Center Residents above or below the base level for that quarter multiplied by the per diem rate of **\$.25** per Resident per day. *(Example: If ADP for Q1 2011 is 65, additional compensation due will be calculated as follows:  $(10 \times \$ .25 \times 91)$ ).* It is understood that Non-County Residents are not included in the average daily Resident population.

To cover the cost of **incidental medical expenses on Non-County Residents**, a separate per diem of **\$.25** per day will be assessed for each **Non-County** Resident housed in Kane County Juvenile Justice Center in excess of the starting **Non-County** ADP of **0**. ACH will request the monthly count for these separate populations on a quarterly basis.

4.0 **TERM AND TERMINATION**

4.1 **Term**

The term of this AGREEMENT shall be from February 1, 2011 through January 31, 2015. This AGREEMENT shall automatically renew for successive one-year periods unless either party gives thirty (30) days notice prior to the end of a term.

4.2 **Termination**

4.2.1 **TERMINATION FOR LACK OF APPROPRIATION.** It is understood and agreed that this AGREEMENT shall be subject to annual appropriations by the Kane County Board of Commissioners. Notwithstanding any provisions herein to the contrary, if funds are not appropriated for this AGREEMENT, then upon exhaustion of such funding, the COUNTY and SUPERINTENDENT shall be entitled to immediately terminate this AGREEMENT without penalty or liability. Recognizing that such termination may entail substantial costs for ACH, the COUNTY and SUPERINTENDENT will act in good faith and make every effort to give ACH notice of any potential problem with funding or appropriations. The

SUPERINTENDENT shall pay for services rendered up to the point of termination.

- 4.2.2 TERMINATION FOR CAUSE. The SUPERINTENDENT reserves the right to terminate this AGREEMENT immediately in the event that ACH discontinues or abandons operations or if ACH fails to comply with any section or part of the AGREEMENT. The SUPERINTENDENT shall pay for services rendered up to and including the point of termination, but shall not pay any penalty.
- 4.2.3 TERMINATION WITHOUT CAUSE. Notwithstanding anything to the contrary contained in this AGREEMENT either the SUPERINTENDENT or ACH may, without prejudice to any other rights they may have, terminate this AGREEMENT for convenience and without cause, by giving thirty (30) days written notice to the other party.
- 4.2.4 COMPENSATION UPON TERMINATION. If any of the termination clauses are exercised, ACH will be paid by the SUPERINTENDENT for all scheduled work completed by ACH up to the termination date set forth in the written termination notice.

## 5.0 GENERAL TERMS AND CONDITIONS

### 5.1 Independent Contractor

It is understood and agreed that an independent contractor relationship is hereby established under the terms and conditions of this AGREEMENT. The employees or agents of ACH are not now nor shall they be deemed to be employees of the COUNTY or the SUPERINTENDENT and the employees of the COUNTY and the SUPERINTENDENT are not now nor shall they be deemed to be employees of ACH. ACH assumes all financial responsibility for the employees of ACH, such as wages, withholding taxes, social security, sales and other taxes, which may be related to the services to be provided under this AGREEMENT.

- 5.1.1 SUBCONTRACTING. In order to discharge the obligations hereunder, ACH may engage certain health care professionals as independent contractors rather than employees. As the relationship between ACH and these health care professionals will be that of independent contractor, ACH will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. ACH will exercise control over the manner or means by which these independent contractors perform their medical duties. This control will be exercised reasonably consistent with the independent medical judgment these independent contractors are required to exercise. ACH shall exercise administrative supervision over such professionals necessary to insure the strict fulfillment of the obligations contained in this AGREEMENT. All terms and conditions of this AGREEMENT shall be included in all such subcontracts. For each agent and subcontractor, including all medical professionals, physicians, and nurses performing duties as agents or independent contractors of ACH under this AGREEMENT, ACH shall provide the SUPERINTENDENT proof that, for each such professional, there is in effect during the period that person is engaged in the performance of this AGREEMENT, a professional liability or medical malpractice insurance policy, in an amount or amounts of one million dollars coverage per occurrence and three million dollars annual aggregate coverage.

5.1.2 **HIRING OF ACH STAFF.** While ACH is pleased to provide staffing during this engagement, ACH does not expect the COUNTY to offer permanent employment to ACH physicians, nurse practitioners, and/or nursing staff. ACH has a significant investment in the training and professional development of our physicians, nurse practitioners, and/or nursing staff and they are valued employees or independent contractors of ACH. If COUNTY should hire any ACH physician, nurse practitioners, and/or nursing staff employed by ACH or working at this facility during the contract term or within one year after contract termination, COUNTY will be billed a professional replacement fee of Ten Thousand Dollars (\$10,000.00) to compensate ACH for this employee or independent contractor.

5.2 **Equal Employment Opportunity**

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

5.3 **Miscellaneous General Terms and Conditions**

5.3.1 **ENTIRE AGREEMENT.** This AGREEMENT constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof.

5.3.2 **ASSIGNMENT.** ACH shall not assign in whole or in part this AGREEMENT without the prior written consent of the COUNTY. ACH shall not assign any money due or to be come due under said AGREEMENT without the prior written consent of the COUNTY.

5.3.3 **HOLD HARMLESS.** ACH shall hold harmless the COUNTY, SUPERINTENDENT, and any Superintendent employees against any loss or damage, including reasonable attorney fees and other costs of litigation, caused or necessitated by the sole negligence of ACH, its agents, employees or vendors related to medical treatment or care provided by ACH.

5.3.3.1 ACH shall not be responsible for any claims arising from actions of the COUNTY or SUPERINTENDENT or their employees or agents intentionally preventing any person from receiving medical care ordered by ACH's medical staff, employees, agents or independent contractors.

5.3.3.2 ACH shall not be responsible for claims arising from negligence on the part of the COUNTY or SUPERINTENDENT or their employees or agents in presenting an individual to ACH's medical staff, employees, agents or independent contractors if it should have been reasonably known that the individual was in serious need of immediate medical attention.

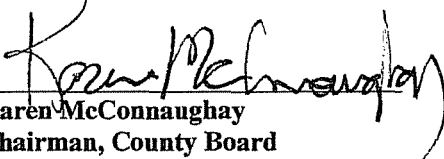
5.3.4 **HOLD HARMLESS.** COUNTY shall hold harmless and indemnify ACH, its officers and employees against any loss or damage, including reasonable attorney fees and other costs of litigation, caused or necessitated by the sole negligence of COUNTY, its agents, employees or vendors related to medical treatment or care provided by ACH.

- 5.3.5 INSURANCE LIMITS. ACH shall procure and maintain in effect throughout the term of this AGREEMENT insurance policies with coverage not less than the types and amounts specified in this Section.
- 5.3.5.1 Commercial General Liability Insurance Policy with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate
- 5.3.5.2 Workers' Compensation Insurance and Employers Liability Policies with limits of \$500,000 per incident
- 5.3.5.3 Commercial Automobile Liability Insurance Policy with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles
- 5.3.5.4 Professional Liability Insurance with limits per claim of \$1,000,000 and annual aggregate of \$3,000,000.00. Contractor shall require all subcontractors to meet this requirement.
- 5.3.5.5 Civil Rights Insurance with limits per claim of \$1,000,000 and annual aggregate of \$3,000,000.00
- 5.3.6 WAIVER OF BREACH. The waiver of either party of a breach or violation of any provision of this AGREEMENT shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 5.3.7 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. COUNTY and ACH agree that neither party will require performance by any employee, agent or independent contractor of COUNTY or ACH that would violate federal, state and local laws, ordinances, rules and/or regulations.
- 5.3.8 COMPLIANCE WITH ILLEGAL IMMIGRATION. All applicable federal, state and local laws, ordinances, and rules and regulations of any authorities shall be binding upon ACH throughout the pendency of this work. ACH shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold COUNTY harmless and indemnify same in the event of non-compliance as set forth in the AGREEMENT.
- 5.3.9 OTHER CONTRACTS AND THIRD PARTY BENEFICIARIES. The parties acknowledge that ACH is neither bound by or aware of any other existing Contracts to which either the SUPERINTENDENT or the COUNTY are a party and which relate to the provision of medical care to Residents at the Kane County Juvenile Justice Center. The parties agree that they have not entered into this AGREEMENT for the benefit of any third person or persons, and it is their express intention that this AGREEMENT is intended to be for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third-party beneficiaries thereof.
- 5.3.10 AMENDMENTS. This AGREEMENT may be amended at any time only with the written consent of both parties.
- 5.3.11 SEVERABILITY. In the event any provision of this AGREEMENT is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this AGREEMENT which shall remain in full force and effect and enforceable in accordance with its terms.

- 5.3.12 **EXCUSED PERFORMANCE.** In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance within any law, decree, or order of any government agency or authority, local, State, or Federal, or because of riots, or of public disturbances, strikes, lockouts, differences with workmen, fires, floods, Acts of God, or any other reason whatsoever which is not within the control of the parties whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder during the period such cause continues.
- 5.3.13 **ACH CORPORATE HOLIDAYS.** ACH holidays are defined as New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- 5.3.14 **NOTICES.** All notices to the SUPERINTENDENT and to the COUNTY shall be addressed to the SUPERINTENDENT at the Kane County Juvenile Justice Center, 37W655 Rt. 38, St. Charles, IL 60175. All notices to ACH shall be addressed to ADVANCED CORRECTIONAL HEALTHCARE, INC., Attn: Neil Leuthold, 3922 West Baring Trace, Peoria, IL, 61615-2500.
- 5.3.15 **GOVERNING LAW.** This AGREEMENT shall be governed by the laws of the State of Illinois.
- 5.3.16 **COUNTERPARTS.** This AGREEMENT may be executed in several counterparts, each of which shall be in an original and all of which together shall constitute but one and the same instrument.

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

COUNTY OF KANE, IL

  
Karen McConnaughay  
Chairman, County Board  
Kane County, Illinois

ADVANCED CORRECTIONAL  
HEALTHCARE, INC.

\_\_\_\_\_  
Neil Leuthold  
President  
Advanced Correctional Healthcare

\_\_\_\_\_  
DATE

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DATE