

AGREEMENT FOR INMATE HEALTH CARE SERVICES
AT MARATHON COUNTY, WISCONSIN
Effective December 1, 2015 through November 30, 2018

This Agreement for Inmate Health Services (hereinafter, the "AGREEMENT") entered into by and between Marathon County, a County in the State of Wisconsin (hereinafter, the "COUNTY") and Correct Care Solutions, LLC, a Kansas limited liability company (hereinafter, "CCS").

RECITALS

WHEREAS, the COUNTY, through the Marathon County Sheriff's Office (hereinafter the "SHERIFF"), is charged by law with the responsibility for administering, managing, and supervising the health care delivery system of the Marathon County Jail and the Marathon County Secure Detention Facility, a juvenile facility located at located at 7015 Packer Drive, Wausau, Wisconsin 54403 (collectively, hereinafter, the "JAIL"); and

WHEREAS, the objective of the COUNTY is to provide for the delivery of quality health care to the INMATES and DETAINEES of the JAIL (hereinafter, "JAIL POPULATION"), in accordance with applicable law; and

WHEREAS, CCS is in the business of administering correctional health care services and desires to administer such services on behalf of the COUNTY to the JAIL POPULATION under the terms and conditions hereof.

NOW THEREFORE, in consideration of the covenants and promises hereinafter made, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

DEFINITIONS

COUNTY INMATES/DETAINEES – An INMATE/DETAINEE held under the jurisdiction of the COUNTY or SHERIFF. COUNTY INMATES/DETAINEES may be housed in the JAIL or in another jurisdiction's correctional facility. However, COUNTY INMATES/DETAINEES housed in another jurisdiction are not covered by the provisions of this AGREEMENT unless CCS administers health care services at the other jurisdiction's facility and is specifically set forth below.

COVERED PERSONS – An INMATE/DETAINEE of the JAIL who is: (1) part of the JAIL's MADP; and (2) FIT FOR CONFINEMENT; and (3) (a) incarcerated in the JAIL; or (b) on work release status and is indigent.

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

FIT FOR CONFINEMENT – A determination made by a CCS authorized physician and/or health-trained JAIL staff that an INMATE/DETAINEE is medically stable and has been

medically cleared for acceptance into the JAIL. Such determination shall only be made after resolution of any injury or illness requiring immediate transportation and treatment at a hospital or similar facility.

HEALTH CARE STAFF – Medical, mental health and support staff provided or administered by CCS.

CCS CHIEF MEDICAL OFFICER – CCS's Chief physician who is vested with certain decision making duties under this AGREEMENT.

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

MONTHLY AVERAGE DAILY POPULATION (MADP) – The average number of INMATES/DETAINEES housed in the JAIL on a daily basis for the period of one month. The MADP shall include, but separately list, OTHER COUNTY INMATES/DETAINEES. The MADP shall be figured by summing the daily population for the JAIL and OTHER COUNTY INMATES/DETAINEES (as determined by a count performed at the same time each day) for each day of the month and dividing this sum by the total number of days in the month. JAIL records shall be made available to CCS upon request to verify the MADP. Persons on work release and not indigent, home confinement, housed outside of the JAIL, and parolees and escapees shall not be considered part of the JAIL's MADP.

NCCHC – The National Commission on Correctional Health Care.

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

SPECIALTY SERVICES – Medical services that require physicians to be licensed in a specialty such as obstetrics, gynecology, or dermatology or other specialized field of medicine.

ARTICLE I **HEALTH CARE SERVICES**

- 1.0 **SCOPE OF SERVICES.** CCS shall administer health care services and related administrative services at the JAIL according to the terms and provisions of this AGREEMENT. The costs of the various health care services shall be borne by CCS or the COUNTY as set forth in this Article.
- 1.1 **GENERAL HEALTH CARE SERVICES.** CCS will arrange and bear the cost of the following health care services:
 - 1.1.1 **RECEIVING SCREENING.** Staff of the SHERIFF shall be responsible for conducting the medical screening of each member of the JAIL

POPULATION during the booking process. HEALTH CARE STAFF will review the results of the screening within seventy-two (72) hours.

- 1.1.2 INITIAL HEALTH ASSESSMENT. A health assessment of an adult COVERED PERSON shall be performed as soon as possible, but no later than fourteen (14) calendar days after the INMATE/DETAINEE's arrival at the JAIL. The health assessment shall follow current NCCHC standards.
- 1.1.3 SCHEDULED SICK CALL. A qualified member of the HEALTH CARE STAFF shall triage sick call requests within twenty-four (24) hours of receipt. The COVERED PERSON requesting such sick call shall be provided access to a qualified member of the HEALTH CARE STAFF within the 24 hours following the triage (seventy-two (72) hours for weekends and holidays).
- 1.1.4 ANNUAL HEALTH ASSESSMENT. HEALTH CARE STAFF shall provide health maintenance examinations for COVERED PERSONS who have been housed in the JAIL for a period of at least one (1) year. This annual examination occurs as close as possible to the 365th day of detention.
- 1.2 AMBULANCE SERVICE — NOT COVERED. CCS shall not be responsible for arranging for or bearing any costs associated with ambulance services for any member of the JAIL POPULATION.
- 1.3 BODY CAVITY SEARCHES/COLLECTION OF PHYSICAL EVIDENCE. HEALTH CARE STAFF will not perform body cavity searches, nor collect physical evidence (blood, hair, semen, saliva, etc.), except within guidelines established by the NCCHC. If CCS HEALTH CARE STAFF collect physical evidence, the COUNTY shall be responsible for arranging any testing and bear the cost of collection and testing the collected evidence. After collecting evidence, CCS HEALTH CARE STAFF shall turn the specimen over to the SHERIFF or a court-designated representative for completion of chain-of-custody evidence. CCS HEALTH CARE STAFF shall offer court testimony relative to such collection when required by subpoena or court order, at no additional cost to the COUNTY.
- 1.4 DENTAL — NOT COVERED. CCS shall not be responsible for bearing any costs associated with on-site or offsite dental service for any member of the JAIL POPULATION. CCS shall arrange for the JAIL POPULATION, if the need is identified through the sick call process, to receive emergency dental care by referring COVERED PERSONS to the JAIL's identified third party dental provider.

- 1.5 ELECTIVE MEDICAL CARE - NOT COVERED. CCS shall not be responsible for the provision or cost of any elective care. In the event a member of the JAIL POPULATION requires elective care, the INMATE/DETAINEE shall be responsible for all costs. Elective medical care shall be defined as care which, if not provided, would not, in the sole opinion of CCS's CHIEF MEDICAL OFFICER or designee, cause the INMATE/DETAINEE'S health to deteriorate or cause harm to the INMATE/DETAINEE'S well-being. Decisions concerning elective medical care shall be consistent with the applicable American Medical Association (AMA) Standards.
- 1.6 HOSPITALIZATION — NOT COVERED. CCS shall not be responsible for bearing any costs associated with, the hospitalization of any member of the JAIL POPULATION. In the event that a member of the JAIL POPULATION require hospitalization, the COUNTY shall be responsible for all aspects related to the same.
- 1.7 LONG TERM CARE – NOT COVERED. CCS shall not be responsible for the provision or cost of any long term care facility services. In the event that a member of the JAIL POPULATION requires skilled care, custodial care or other services of a long term care facility, the COUNTY shall be responsible for all aspects related to the same.
- 1.8 HEALTH EDUCATION. For COVERED PERSONS, CCS shall conduct ongoing health education programs to provide information to the COVERED PERSONS regarding personal hygiene, nutrition, alcohol and drug abuse, sexually transmitted diseases, effects of smoking and anger management
- 1.9 MEDICAL SUPPLIES/EQUIPMENT. CCS shall provide and bear the cost of medical supplies (i.e. alcohol prep pads, syringes, and similar consumables). The COUNTY shall be responsible for the provision and equipment (i.e. thermometers, scales, and similar items) required to administer the terms of this AGREEMENT.
- 1.10 MEDICAL WASTE – NOT COVERED. CCS shall not be responsible for arranging or bearing any costs associated the removal or disposal of medical waste material generated while fulfilling its duties under this AGREEMENT.
- 1.11 MENTAL HEALTH – NOT COVERED. CCS shall not be responsible for bearing any costs of on-site or offsite mental health services for any member of the JAIL POPULATION. Notwithstanding the foregoing, CCS shall assist North Central Heath Care in its provision of mental health services upon reasonable requests and to the extent that such assistance would not jeopardize or interfere with the ability of CCS to perform its obligations under this AGREEMENT. CCS acknowledges that this shall require CCS to receive and fill medication orders and provide the psychiatrist with vital signs of the COVERED PERSON when possible prior to such COVERED PERSON visiting with the psychiatrist.

- 1.12 OFFICE EQUIPMENT. To the extent CCS requires office equipment in addition to that which is already in place at JAIL and made available for use by CCS pursuant to Section 7.8 herein, CCS shall be responsible for purchasing such office equipment for the administrative operations of the medical unit.
- 1.13 OFFICE SUPPLIES. To the extent CCS requires office supplies in addition to that which is already in place at JAIL and made available for use by CCS pursuant to Section 7.8 herein, CCS shall be responsible for purchasing such office supplies such as books, medical record folders, and forms as required for the administrative operations of the medical unit.
- 1.14 PATHOLOGY/RADIOLOGY SERVICES. CCS shall arrange and bear the cost of onsite pathology and radiology services (also referred to as laboratory and x-ray services) ordered by a CCS physician for COVERED PERSONS, including but not limited to, mental health pathology and laboratory services ordered by the COUNTY psychiatrist. In the event the cost for pathology or laboratory services related to mental health or requested by the COUNTY psychiatrist creates a material increase in the cost to or undue burden to CCS, CCS and COUNTY shall negotiate in good faith to address such unanticipated costs or burdens that were not factored into this AGREEMENT. If CCS and COUNTY cannot reach a mutual agreement regarding the unanticipated costs or burdens, then CCS reserves the right to no longer provide such pathology or laboratory services related to mental health or requested by the COUNTY psychiatrist. To the extent pathology and radiology services are required and cannot be rendered on-site, such offsite services shall be treated in accordance with Section 1.17 below and CCS shall have no financial responsibility for any costs associated with such offsite pathology, laboratory or radiology services.
- 1.15 PHARMACY SERVICES. CCS shall provide a pharmaceutical management program for the JAIL that includes formulary and non-formulary oversight; prescribing, and dispensing of medications; recordkeeping; and the secure and proper storage of all medications in accordance with NCCHC standards, JAIL policy and applicable law. CCS be responsible for all costs associated with over-the-counter medications but shall have no financial responsibility whatsoever with respect to the costs associated with any prescription medication, whether formulary or non-formulary.
- 1.16 PREGNANT COVERED PERSONS. COVERED PERSONS who are pregnant shall be entitled to receive the same healthcare services as non-pregnant COVERED PERSONS in accordance with this AGREEMENT. All additional health care services required by a pregnant COVERED PERSON shall be considered a SPECIALTY SERVICE ad treated in accordance with Section 1.17 below. CCS shall not arrange or bear the cost of any health care services for infants.

- 1.17 SPECIALTY SERVICES – NOT COVERED. In the event it is determined that a COVERED PERSON requires SPECIALTY SERVICES, any offsite services whatsoever, or hospitalization, CCS shall coordinate with the COUNTY’S preferred subcontractors and vendors to arrange for the provision of such SPECIALTY SERVICES, offsite services or hospitalization, but shall in no way be responsible for the cost of any of the foregoing.
- 1.18 VISION CARE – NOT COVERED. CCS shall not be responsible for the provision of eyeglasses or any other vision services other than care for eye injuries or diseases. In the event that any COVERED PERSON requires vision services, including an ophthalmologist’s services, the COUNTY and/or the INMATE/DETAINEE shall bear the cost of vision or eye care services.

ARTICLE II
HEALTH CARE STAFF

- 2.0 STAFFING HOURS. CCS shall provide or arrange for the provision of HEALTH CARE STAFF necessary to render the health care services contemplated in Article I as set forth in the staffing plan attached hereto as Exhibit A.
- 2.0.1 Additional hours may be provided if mutually agreed upon by both parties in writing, with at least 24 hours advanced notice.
- 2.0.2 CCS shall provide or arrange for the provision of an on-call physician and/or mid-level provider available by telephone or pager, 24 hours per day and 7 days per week.
- 2.0.3 Said hours may be re-allocated and subject to change as determined by mutual agreement of the SHERIFF and CCS, but shall in all respects be consistent with the medical recommendations of CCS’s licensed physician.
- 2.1 STAFFING LEVELS WAIVER. Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased INMATE/DETAINEE population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be waived as agreed to by the SHERIFF and CCS.
- 2.2 STAFFING CHANGES. CCS shall not change members of the HEALTH CARE STAFF without prior notice to the SHERIFF.
- 2.3 STAFF SCREENING. The COUNTY and SHERIFF shall screen CCS’s proposed HEALTH CARE STAFF, employees, agents and/or subcontractors providing services at the JAIL to ensure they do not constitute a security risk. The SHERIFF shall have final approval of CCS’s HEALTH CARE STAFF, employees, agents and/or subcontractors in regards to security/background clearance.

- 2.4 **SATISFACTION WITH HEALTH CARE STAFF.** In recognition of the sensitive nature of correctional facility operations, if the SHERIFF becomes dissatisfied with any member of the HEALTH CARE STAFF, the SHERIFF shall provide CCS written notice of such dissatisfaction and the reasons therefore. Following receipt of such notice, CCS shall use commercially reasonable efforts to resolve the dissatisfaction. If the problem is not resolved to the satisfaction of the SHERIFF within ten (10) business days following CCS's receipt of the notice, CCS shall remove the individual from providing services at the JAIL within a reasonable time frame considering the effects of such removal on CCS's ability to deliver health care services and recruitment/hiring of an acceptable replacement. The SHERIFF reserves the right to revoke the security clearance of any HEALTH CARE STAFF at any time. If in the sole judgment of the SHERIFF, immediate removal of any HEALTH CARE STAFF is necessary, that person shall be immediately removed and replaced in accordance with this paragraph.
- 2.5 **EMPLOYEE FILE REVIEW.** CCS shall allow the COUNTY to review, but not copy or receive any copies of, the contents of HEALTH CARE STAFF employment files; however such review shall be strictly and solely limited to matters within the file that are directly related to complaints made by the COUNTY regarding such employee for the sole purpose of the COUNTY reviewing the actions taken by CCS to resolve such COUNTY complaint.

ARTICLE III
ADMINISTRATIVE SERVICES

- 3.0 **HEALTH CARE TRAINING AND EDUCATION.** CCS shall conduct an annual basic health care training program to train and educate the Sheriff's staff working in the JAIL regarding medical matters. Training topics selected by CCS shall be reviewed with the Jail Administrator and will comply with the Administration Standards of the Wisconsin Department of Corrections and NCCHC, and may include First Aid, Blood Borne Pathogens, Communicable Diseases, Diabetes, Illicit Drugs and Effects, and similar topics.
- 3.1 **QUARTERLY REPORTS.** As requested by the SHERIFF, CCS shall submit quarterly health care reports concerning the overall operation of the health care services program rendered pursuant to this AGREEMENT and the general health of the JAIL POPULATION.
- 3.2 **QUARTERLY MEETINGS.** As requested by the SHERIFF, CCS shall meet quarterly, or as soon thereafter as possible, with the SHERIFF, or designee, concerning health care services within the JAIL and any proposed changes in health-related procedures or other matters, which both parties deem necessary.
- 3.3 **MEDICAL RECORDS MANAGEMENT.** CCS shall provide the following medical records management services:

- 3.3.1 ERMA IMPLEMENTATION. On the first day of the term of this AGREEMENT, CCS will begin the process of implementing its Electronic Record Management Application (ERMA), a web-based application specifically designed to operate as part of the healthcare delivery system inside correctional facilities, at the JAIL. Effective on the first day of this AGREEMENT, CCS will integrate the CCS Care Management system into day-to-day processes for utilization management. Thereafter, CCS shall determine the network requirements and interface needs for communication between ERMA and the jail management system (“JMS”) and shall define ERMA application, reporting, and workflow requirements. Once determined, CCS shall establish the ERMA/JMS interface, install any required hardware, and implement any customizations to ERMA that are specifically required for use at the JAIL. CCS shall conduct on-site training sessions to familiarize users with ERMA and answer any questions that may arise.
- 3.3.2 ERMA MAINTENANCE & OPERATION. During the term of this AGREEMENT, CCS shall provide a helpdesk hotline for ERMA support during normal business hours. After-hours emergency support shall be provided through a voicemail call-back process. CCS shall monitor ERMA 24/7 and respond to all outages. CCS shall provide operational support consisting primarily of system maintenance and upgrades. All data is maintained in a secure and redundant environment to ensure accessibility and continuous maintenance of all patient information, despite natural or man-made catastrophes. CCS guarantees that all health information is stored on redundant servers within two separate data centers. These centers are SAS 70 certified (the equivalent of NCCHC accreditation for information technology security), ensuring that security and HIPAA standards are met. CCS will ensure seamless and secure communication between ERMA and contracted vendors of CCS. The vendor systems will be integrated into ERMA through a bi-directional interface. ERMA allows for automatic tracking of intake screenings, health assessments, chronic care visits, and other activities. ERMA allows for the creation of customized reports and work queues based on each site. Reports can be sent to security staff to ensure prompt and accurate communication of movement needs.
- 3.3.3 MEDICAL RECORDS MANAGEMENT. CCS HEALTH CARE STAFF shall maintain, cause or require the maintenance of complete and accurate medical records for COVERED PERSONS who have received health care services. Medical records shall be kept separate from COVERED PERSON'S confinement records. A complete copy of the individual medical record shall be available to accompany each COVERED PERSON who is transferred from the JAIL to another location for off-site services or transferred to another institution. CCS will keep medical

records confidential and shall not release any information contained in any medical record except as required by published JAIL policies, by a court order or by applicable law. Upon termination of this AGREEMENT, all medical records shall be delivered to and remain with the COUNTY

- 3.3.4 TERMINATION OF AGREEMENT. Upon termination of this AGREEMENT, all medical records shall be delivered to and remain with the COUNTY. All licenses and portals would be provided to the COUNTY for archive retrieval and maintenance. CCS offers the following two options for transitioning electronic medical records. CCS would provide a complete SQL Server data dump of all records and fields. This would allow the COUNTY to merge these into a new system if one has been chosen. This would be done at no cost to the COUNTY. The COUNTY would also have the option to continue to utilize ERMA via a licensing agreement with CCS.
- 3.3.5 COMPLIANCE WITH LAWS. Each medical record shall be maintained in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and any other applicable state or federal privacy statute or regulation.
- 3.3.6 RECORDS AVAILABILITY. As needed to administer the terms of this AGREEMENT, CCS shall make available to the SHERIFF or COUNTY, unless otherwise specifically prohibited, at the SHERIFF's or COUNTY's request, all records, documents and other papers relating to the direct delivery of health care services to the JAIL POPULATION hereunder.
- 3.4 GRIEVANCE REPORTING. CCS shall review grievances of the JAIL POPULATION in accordance with NCCHC Standard J-A-11 Grievance Mechanism for Health Complaints to address concerns regarding health care. If the grievance review indicates that the grievance is a valid claim, then CCS shall submit such grievance to the Jail Administrator. CCS shall categorize complaints and grievances and provide a monthly grievance report, which shall include: (i) a description of the grievance or complaint, (ii) an explanation of the circumstances surrounding the grievance, and (iii) all actions taken to investigate and resolve the grievance.

ARTICLE IV
PERSONS COVERED UNDER THIS AGREEMENT

- 4.0 GENERAL. Except as otherwise provided in this AGREEMENT, CCS shall only be required to arrange for health care services under this AGREEMENT to be provided to COVERED PERSONS.

- 4.1 EMERGENCY MEDICAL CARE FOR JAIL EMPLOYEES AND VISITORS. CCS shall arrange for on-site first response emergency medical care as required for JAIL employees, contractors and visitors to the JAIL. The medical treatment shall be limited to the extent reasonably necessary to stabilize and facilitate the individual's referral to a medical facility or personal physician.
- 4.2 RELEASE FROM CUSTODY. The COUNTY acknowledges and agrees that CCS is responsible for the payment of costs associated with services rendered to COVERED PERSONS as set forth in this AGREEMENT only when such persons remain in the custody of, or under the jurisdiction of, the JAIL. In no event shall CCS be responsible for payment of any costs associated with any services rendered to any individual when said individual is released from the custody of, or no longer under the jurisdiction of, the JAIL including, but not limited to, releasees, parolees and escapees. Furthermore, in no event shall CCS be responsible for payment of costs associated with any medical services rendered to a COVERED PERSON when said COVERED PERSON is injured outside the JAIL facility during transport to or from the JAIL.
- 4.3 TUBERCULOSIS TESTING. CCS shall administer Tuberculosis skin testing for all COUNTY employees who work at the JAIL, including new employees, and COVERED PERSONS housed at the JAIL for more than fourteen (14) days. The County shall provide the serum necessary for such Tuberculosis tests and shall be responsible for the cost of such serum.

ARTICLE V

PERSONS NOT COVERED OR PARTIALLY COVERED UNDER THIS AGREEMENT

- 5.0 OTHER COUNTY INMATES/DETAINEES. OTHER COUNTY INMATE/DETAINEE housed in the JAIL are entitled to the same health care services as COUNTY INMATES/DETAINEES housed in the JAIL and the costs of such are included in this AGREEMENT.
- 5.1 COUNTY INMATES/DETAINEES HOUSED IN OTHER JURISDICTIONS OR OUTSIDE THE JAIL. CCS shall not be responsible for arranging the medical care or treatment for COUNTY INMATES/DETAINEES housed in other counties or jurisdictions. The COUNTY or SHERIFF or other agency with legal responsibility for the medical care of such persons shall be responsible for all medical expenses associated with the care and treatment of COUNTY INMATES/DETAINEES removed from the JAIL, including, but not limited to the services listed in Article I of this AGREEMENT and any other health care related expenses associated with said INMATES/DETAINEES, unless the INMATE/DETAINEE is housed in a facility where CCS provides INMATE/DETAINEE health care services. CCS shall not be responsible for arranging the medical care or treatment for COUNTY INMATES/DETAINEES housed outside the JAIL (i.e. non-indigent work release INMATES/DETAINEES or INMATES/DETAINEES on home confinement).

- 5.2 INJURIES PRIOR TO INCARCERATION, FIT FOR CONFINEMENT AND ESCAPED INMATES/DETAINEES. CCS shall not be responsible for the cost of providing off-site medical care for injuries incurred by an arrested person prior to incarceration at the JAIL or during an escape or escape attempt, including, but not limited to, medical services provided to any arrested person prior to the person's booking and confinement in the JAIL. In addition, CCS shall not be responsible for the cost of any medical treatment or health care services necessary to medically stabilize any arrested person presented at intake by an arresting agency with a life threatening injury or illness or in immediate need of emergency medical care. CCS shall provide such care as is medically necessary until the arrested person can be transported to a medical care facility by the arresting agency or their designee. CCS shall not bear the cost of, or be responsible for necessary medical services or health care services of any individual until such time as the arresting authority can present a medically stable individual that is FIT FOR CONFINEMENT. To the extent CCS is billed for medical services provided to an individual who is not FIT FOR CONFINEMENT the COUNTY shall reimburse CCS for all such costs. CCS shall not charge an additional fee simply to examine an individual to determine if he is suitably FIT FOR CONFINEMENT.

ARTICLE VI

COST OF SERVICES NOT COVERED UNDER THIS AGREEMENT

- 6.0 SERVICES NOT LISTED. Both parties understand and agree that there will be costs incurred for health care related services as outlined in Articles I, II and III above. CCS shall not be responsible for any expenses not specifically covered under Articles I, II and III of this AGREEMENT. In the event that any of the health care services not covered by CCS under Articles I, II and III, or any services that are not listed within this AGREEMENT, are required for a member of the JAIL POPULATION as a result of the medical judgment of a physician or CCS authorized personnel, CCS shall not be responsible for arranging such services and the cost of such services shall be billed directly to the COUNTY.
- 6.1 SERVICES BEYOND THE SCOPE OF THIS AGREEMENT. Both parties understand and agree that there are certain occurrences, both beyond the control and within the control of the parties, that may result in health care expenses which are outside the scope of the normal operation of a correctional facility and, therefore, outside the contemplated scope of services under this AGREEMENT. While both parties will act in good faith and endeavor to reduce the possibility of such occurrences, in the unlikely event of an occurrence such as an Act of God, riot, explosion, fire, food poisoning, epidemic illness outbreak or any other catastrophic event, or an event caused by the action or inaction of the COUNTY or SHERIFF or their employees, agents or contractors, which results in medical care for the JAIL POPULATION, JAIL staff, visitors, or contractors, CCS shall not be responsible for costs attributable to such catastrophic event and all such

costs shall be borne by the COUNTY. Notwithstanding the above, CCS shall be responsible for medical costs under this AGREEMENT associated with such an event only if such an event was caused solely by CCS.

ARTICLE VII
COUNTY'S DUTIES AND OBLIGATIONS

- 7.0 COMPLIANCE WITH HIPAA/STATE HEALTH INFORMATION PRIVACY LAWS. The COUNTY, JAIL, and SHERIFF and their employees, agents and subcontractors shall comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") and any State health information privacy laws, to the extent they are applicable. The COUNTY and the SHERIFF shall implement policies and/or procedures in compliance with such laws.
- 7.1 COMPREHENSIVE MEDICAL/MENTAL HEALTH CARE. CCS shall identify to the SHERIFF those members of the JAIL POPULATION with medical or mental health conditions which may be worsened as a result of being incarcerated at the JAIL or which may require extensive care while incarcerated. After review of the circumstances, and when security risks permit, the SHERIFF shall make every effort to have such an INMATE/DETAINEE released, transferred or otherwise removed from the correctional setting.
- 7.2 RECORD ACCESS. During the term of this AGREEMENT, and for a reasonable time following the termination of this AGREEMENT, the SHERIFF shall provide CCS, at CCS's request, the COUNTY, JAIL and/or SHERIFF'S records (including medical records) relating to the provision of health care services to the JAIL POPULATION, including records maintained by hospitals, and other outside health care providers involved in the care or treatment of the JAIL POPULATION (to the extent the COUNTY, JAIL or SHERIFF has control of, or access to, such records). CCS may request such records in connection with the investigation of, or defense of, any claim by a third party related to CCS's conduct or to prosecute a claim against a third party. Any such information provided by the SHERIFF to CCS that the SHERIFF considers confidential shall be kept confidential by CCS and shall not, except as may be required by law, be distributed to any third party without prior written approval by the SHERIFF.
- 7.3 USE OF INMATES/DETAINEES IN THE PROVISION OF HEALTH CARE SERVICES. INMATES/DETAINEES of the JAIL shall not be employed or otherwise engaged or utilized by either CCS or the SHERIFF in rendering any health care services to the JAIL POPULATION, provided however, that INMATES/DETAINEES may be used in positions not involving the rendering of health care services directly to the JAIL POPULATION and not involving access to JAIL POPULATION records in accordance with NCCHC standards.

- 7.4 SECURITY OF THE JAIL FACILITY AND CCS. CCS and the COUNTY understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of CCS, as well as for the security of the JAIL POPULATION and SHERIFF'S staff, consistent with a correctional setting. The SHERIFF shall provide security sufficient to enable CCS, its HEALTH CARE STAFF, employees, agents and/or subcontractors to safely provide the health care services described in this AGREEMENT. CCS, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall follow all security procedures of the SHERIFF while at the JAIL or other premises under the SHERIFF's direction or control. However, any CCS HEALTH CARE STAFF, employee, agent and/or subcontractor may, at any time, refuse to provide any service required under this AGREEMENT if such person reasonably feels that the current safety services are insufficient. CCS shall not be liable for any loss or damages resulting from CCS's HEALTH CARE STAFF, employees, agents and/or subcontractors failure to provide medical services due to insufficient security services.
- 7.5 SHERIFF'S POLICIES AND PROCEDURES. CCS, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall operate within the requirements of the COUNTY'S and/or SHERIFF'S posted security Policies and Procedures, which impact the provision of medical services.
- 7.5.1 A complete set of said Policies and Procedures shall be maintained by the COUNTY and made available for inspection by CCS at the JAIL, and CCS may make a reasonable number of copies of any specific section(s) it wishes using the SHERIFF'S photocopy equipment and paper.
- 7.5.2 Any Policy or Procedure that may impact the provision of health care services to the JAIL POPULATION which has not been made available to CCS shall not be enforceable against CCS unless otherwise agreed upon by both parties.
- 7.5.3 Any modification of the posted Policies and Procedures shall be timely provided to CCS. CCS, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall operate within the requirement of a modified Policy or Procedure after such modification has been made available to CCS.
- 7.5.4 If any of the COUNTY and/or SHERIFF'S Policies and Procedures specifically relate to the delivery of medical services, the COUNTY and/or SHERIFF'S representative and CCS shall review the COUNTY and/or SHERIFF'S Policies and Procedures and modify or remove those provisions that conflict with CCS's Jail Health Care Policies and Procedures.

- 7.6 DAMAGE TO EQUIPMENT. CCS shall not be liable for loss of or damage to equipment and supplies of CCS, its agents, employees or subcontractors if such loss or damage was caused by the sole negligence of the COUNTY and/or SHERIFF's employees.
- 7.7 SECURE TRANSPORTATION. The SHERIFF shall provide security as necessary and appropriate in connection with the transportation of a member of the JAIL POPULATION to and from off-site services including, but not limited to, SPECIALTY SERVICES, hospitalization, pathology and radiology services as requested by CCS. CCS shall coordinate with the SHERIFF's office for transportation to and from the off-site services provider or hospital.
- 7.8 OFFICE EQUIPMENT AND SUPPLIES. The SHERIFF shall provide use of COUNTY-owned office equipment, supplies and all necessary utilities (including telephone and fax line service) in place at the JAIL health care facilities. At the termination of this AGREEMENT, CCS 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, reasonable wear and tear excepted.
- 7.9 NON-MEDICAL CARE OF JAIL POPULATION. It is understood that the SHERIFF shall provide for all the non-medical personal needs and services of the JAIL POPULATION as required by law. CCS shall not be responsible for providing, or liable for failing to provide, non-medical services to the JAIL POPULATION including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services and linen supplies.
- 7.10 JAIL POPULATION INFORMATION. In order to assist CCS in providing the best possible health care services to COVERED PERSONS, the SHERIFF shall provide, as needed, information pertaining to the COVERED PERSON that CCS and the SHERIFF mutually identify as reasonable and necessary for CCS to adequately perform its obligations under this AGREEMENT.

ARTICLE VIII
COMPENSATION/ADJUSTMENTS

- 8.0 ANNUAL COMPENSATION. The base annual amount to be paid by the COUNTY to CCS under this AGREEMENT for each of the first two (2) years of this AGREEMENT is Six Hundred Thirty Thousand One Hundred Fifty-Nine Dollars (\$630,159.00) for a period of twelve (12) months, to be paid in monthly installments equal to Fifty-Two Thousand Five Hundred Thirteen Dollars and Twenty-Five Cents (\$52,513.25). Beginning on December 1, 2017, the base annual amount to be paid by the COUNTY to CCS under this AGREEMENT is Six Hundred Forty-Nine Thousand Sixty-Four Dollars (\$649,064.00) for a period of twelve (12) months, to be paid in monthly installments equal to Fifty-Four

Thousand Eighty-Eight Dollars and Sixty-Six Cents (\$54,088.66). Each monthly payment is to be paid by the COUNTY to CCS before or on the 1st day of the month of the month of service, with the first payment due on or before December 1, 2015.

- 8.1 RENEWAL TERM PAYMENTS. Upon the expiration of the first renewal term, if any in accordance with Section 9.0, and each renewal term thereafter, the base annual amount to be paid by the COUNTY to CCS shall be the base annual amount of the previous year plus an amount equal to the lesser of (i) five percent (5.0%) of the base annual amount of the previous year and (ii) the percentage increase for the previous 12-month period in the Medical Care Services component of the Consumer Price Index (CPI), as published by the United States Department of Labor.
- 8.2 ADJUSTMENT FOR MADP. The costs included herein assume a MADP of Two Hundred Fifty-Eight (258) INMATE/DETAINEES. If the JAIL's MADP increases in such a manner that creates an expected burden on CCS or materially increases the costs to CCS to provide sufficient medical care to COVERED PERSONS, then the parties shall negotiate in good faith to adjust the compensation of CCS accordingly.

ARTICLE IX **TERM AND TERMINATION**

- 9.0 TERM. The term of this AGREEMENT shall be three years beginning on December 1, 2015 at 12:01 a.m. through November 30, 2018 at 11:59 p.m. Central Time. This AGREEMENT may be renewed upon the mutual consent of the COUNTY and CCS for additional one-year renewal periods.
- 9.1 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this AGREEMENT shall be subject to annual appropriations by the COUNTY.
- 9.1.1 Recognizing that termination for lack of appropriations may entail substantial costs for CCS, the COUNTY and the SHERIFF shall act in good faith and make every effort to give CCS reasonable advance notice of any potential problem with funding or appropriations.
- 9.1.2 If future funds are not appropriated for this AGREEMENT, and upon exhaustion of existing funding, the COUNTY and SHERIFF may terminate this AGREEMENT without penalty or liability, by providing a minimum of thirty (30) days advance written notice to CCS.
- 9.2 TERMINATION DUE TO CCS'S OPERATIONS. The COUNTY reserves the right to terminate this AGREEMENT immediately upon written notification to CCS in the event that CCS discontinues or abandons operations, is adjudged bankrupt or is reorganized under any bankruptcy law, or fails to keep in force any

required insurance policies. Both parties agree that termination under this provision will be considered without cause.

- 9.3 TERMINATION FOR CAUSE. The AGREEMENT may be terminated for cause under the following provisions:
- 9.3.1 TERMINATION BY CCS. Failure of the COUNTY and/or SHERIFF to comply with any provision of this AGREEMENT shall be considered grounds for termination of this AGREEMENT by CCS upon thirty (30) days advance written notice to the COUNTY specifying the termination effective date and identifying the "basis for termination." The COUNTY shall pay for services rendered up to the date of termination of the AGREEMENT. Upon receipt of the written notice, the COUNTY shall have fifteen (15) days to provide a written response to CCS. If the COUNTY provides a written response to CCS which provides an adequate explanation for the "basis for termination" and the COUNTY cures the "basis for termination" to the satisfaction of the CCS, the thirty (30) day notice shall become null and void and this AGREEMENT will remain in full force and effect. Termination under this provision shall be without penalty to CCS.
- 9.3.2 TERMINATION BY COUNTY. Failure of CCS to comply with any provision of this AGREEMENT shall be considered grounds for termination of this AGREEMENT by the SHERIFF or the COUNTY who shall provide thirty (30) days advanced written notice specifying the termination effective date and identifying the "basis for termination." The COUNTY shall pay for services rendered up to the date of termination of the AGREEMENT. Upon receipt of the written notice CCS shall have fifteen (15) days to provide a written response to the COUNTY. If CCS provides a written response to the COUNTY which provides an adequate explanation for the "basis of termination," or cures the "basis for termination" to the satisfaction of the SHERIFF, the thirty (30) day notice shall become null and void and this contract will remain in full force and effect. Termination under this provision shall be without penalty to the SHERIFF or the COUNTY.
- 9.4 TERMINATION WITHOUT CAUSE. Notwithstanding anything to the contrary contained in this AGREEMENT, the SHERIFF, the COUNTY or CCS may, without prejudice to any other rights it may have, terminate this AGREEMENT for their convenience and without cause by giving ninety (90) days' advance written notice to the other party.
- 9.5 COMPENSATION UPON TERMINATION. If any of the above termination clauses are exercised by any of the parties to this AGREEMENT, the COUNTY shall pay CCS for all services rendered by CCS up to the date of termination of the AGREEMENT regardless of the COUNTY'S failure to appropriate funds.

- 9.6 PROPERTY DISPOSITION UPON TERMINATION. Upon termination of this AGREEMENT, CCS shall be allowed to remove from the JAIL any equipment or supplies, including, medical and office, purchased by CCS. CCS shall also be allowed to remove its property from the JAIL including its proprietary Policies and Procedures, Manuals, Training Material, and Forms.
- 9.7 COOPERATION UPON TERMINATION. Each party hereto and the SHERIFF shall cooperate with the other in the event of termination for any reason so as to ensure that the COUNTY can maintain continuity of service delivery and CCS shall receive prompt payment and receipt of property upon termination.

ARTICLE X
LIABILITY AND RISK MANAGEMENT

- 9.0 INSURANCE COVERAGE. CCS shall, at its sole cost and expense, procure and maintain during the term of this AGREEMENT, the following coverage and limits of insurance:
- 10.0.1 MEDICAL MALPRACTICE/PROFESSIONAL LIABILITY. Medical Malpractice/ Professional Liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. For such coverage, CCS shall name the COUNTY as a covered facility in its policy.
- 10.0.2 COMPREHENSIVE GENERAL LIABILITY. Comprehensive General Liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. CCS shall require its insurance carrier to list the COUNTY as a primary additional insured.
- 10.0.3 WORKER'S COMPENSATION. Worker's Compensation coverage as required by applicable state law.
- 10.1 ENDORSEMENTS. The Comprehensive General Liability policy shall contain additional endorsements naming the JAIL as an additional insured with respect to liabilities arising out of the performance of services under this AGREEMENT.
- 10.2 PROOF OF INSURANCE. CCS shall provide the COUNTY proof of professional liability or medical malpractice coverage for CCS's HEALTH CARE STAFF, employees, agents and subcontractors, for the term services are provided under this AGREEMENT. CCS shall promptly notify the SHERIFF, in writing, of each change in coverage, reduction in policy amounts or cancellation of insurance coverage. If CCS fails to provide proof of adequate insurance within a reasonable time under the circumstances, then the COUNTY shall be entitled to terminate this AGREEMENT without penalty to the COUNTY or the SHERIFF pursuant to the terms of Article IX. All of the above-specified types of insurance

shall be obtained from companies that have at least a triple "A" rating in Best's Guide or the equivalent.

- 10.3 INDEMNIFICATION. CCS hereby agrees to release, indemnify, defend and hold harmless the COUNTY, its officers, employees, contractors, and agents against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and responsible attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, which is determined to be caused by the negligent or intentional acts or omissions of the CCS's members, affiliates, officers, officials, employees, contractors, agents or assigns. The COUNTY hereby agrees to release, indemnify, defend and hold harmless CCS, its members, affiliates, officers, employees, contractors, and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and responsible attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, which is determined to be caused by the negligent or intentional acts or omissions of the COUNTY's officers, officials, employees, agents or assigns. The COUNTY does not waive, and specifically reserves, its rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes. Within sixty (60) days of service of process, the party receiving such notice shall notify the other of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve either party of its obligations to provide indemnification. However, each party shall be responsible for any additional costs of defense incurred due to its failure to provide such notice within sixty (60) days.
- 10.4 HIPAA. CCS, the COUNTY, JAIL, and SHERIFF and their employees, agents and subcontractors shall fully comply with, and shall implement all necessary policies and/or procedures in order to comply with, the requirements of HIPAA as it applies to the services provided under this AGREEMENT. The COUNTY, JAIL and SHERIFF and their employees and agents shall indemnify and hold harmless CCS from and against any claims of any kind made as a result of alleged or actual violations of HIPAA by the COUNTY, the SHERIFF and their employees, agents and subcontractors, unless such claims are proven to be caused by the sole negligence or willful misconduct of CCS.
- 10.5 DISPUTE RESOLUTION. If a dispute related to this AGREEMENT arises, all parties shall attempt to resolve the dispute through direct discussions and negotiations. If the dispute cannot be resolved by the parties, and if all parties agree, it may be submitted to either mediation or arbitration. If the matter is arbitrated, the procedures of Chapter 788 of the Wisconsin Statutes or any successor statute shall be followed. If the parties cannot agree to either mediation or arbitration, any party may commence an action in any court of competent

jurisdiction. If a lawsuit is commenced, the parties agree that the dispute shall be submitted to alternate dispute resolution pursuant to §802.12, Wis. Stats., or any successor statute. Unless otherwise provided in this AGREEMENT, the parties shall continue to perform according to the terms and conditions of this AGREEMENT during the pendency of any litigation or other dispute resolution proceeding. The parties further agree that all parties necessary to the resolution of a dispute (as the concept of necessary parties is contained in Chapter 803, Wisconsin Statutes, or its successor chapter) shall be joined in the same litigation or other dispute resolution proceeding.

- 10.0 SURVIVABILITY. The obligations under this Article X shall survive the termination of this AGREEMENT.

ARTICLE XI **MISCELLANEOUS**

- 11.0 INDEPENDENT CONTRACTOR STATUS. It is mutually understood and agreed, and it is the intent of the parties hereto that an independent contractor relationship be and is hereby established under the terms and conditions of this AGREEMENT. Nothing in this AGREEMENT shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the COUNTY or SHERIFF to exercise control or direction over the manner or methods by which CCS, its employees, agents or subcontractors perform hereunder, or CCS to exercise control or direction over the manner or methods by which the COUNTY or the SHERIFF, and their employees, agents or subcontractors perform hereunder, other than as provided in this AGREEMENT. CCS assumes all financial responsibility for the employees of CCS, such as workers compensation, unemployment insurance, wages, withholding taxes, social security, sales and other taxes that may be directly or indirectly related to the services to be provided under this AGREEMENT.
- 11.1 SUBCONTRACTING. In performing its obligations under the AGREEMENT, it is understood that CCS is not licensed or otherwise authorized to engage in any activity that may be construed or deemed to constitute the practice of medicine, dentistry, optometry, or other professional healthcare service requiring licensure or other authorization under state law. To comply with these requirements CCS may engage physicians or other clinicians as independent contractors (“Contract Professionals”), rather than employees, in order to supply the clinical services required under this AGREEMENT. CCS shall engage Contract Professionals that meet the applicable professional licensing requirements and CCS shall exercise administrative supervision over such Contract Professionals as necessary to insure the fulfillment of the obligations contained in this AGREEMENT. Contract Professionals shall provide clinical services under this AGREEMENT in a manner reasonably consistent with the independent clinical judgment that the Contract Professional is required to exercise. It is further understood that CCS may subcontract for specialized services such as pharmacy, medical waste,

medical supplies and other services or supplies which it is required to provide under this AGREEMENT.

- 11.2 AGENCY. For purposes of asserting any statutory rights afforded to the COUNTY or the JAIL to pay providers for medical services at certain reduced rates, COUNTY and/or SHERIFF designate CCS as their agent to assert such rights and privileges.
- 11.3 Non-Discrimination. In connection with the performance of work under this AGREEMENT, CCS agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wisconsin Statute S.51.01 (5)(a), sexual orientation, or national origin. This provision shall include, but not be limited to the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 11.4 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.
- 11.5 OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES. The parties acknowledge that CCS is neither bound by or aware of any other existing contracts to which either the SHERIFF or the COUNTY are a party and which relate to the providing of health care to INMATES/DETAINEES at the JAIL. The parties agree that they have not entered into this AGREEMENT for the benefit of any third person or persons, and it is their express intention that this AGREEMENT is for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third-party beneficiaries thereof.
- 11.6 FORCE MAJEURE. In case performance of any terms or provisions hereof shall 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, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, lack of adequate security escorts, strikes, lockouts, differences with workers, earthquakes, fires, floods, Acts of God or any other reason whatsoever which is not reasonably within the control of the party 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.
- 11.7 ASSIGNMENT. Except as otherwise provided herein, no party to this AGREEMENT may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other parties; provided

however, that CCS may assign its rights or delegate its duties to an affiliate of CCS, or in connection with the sale of all or substantially all of the stock assets or business of CCS, without the prior written consent of the other parties. Any unauthorized attempted assignment shall be null and void and of no force or effect.

- 11.8 NOTICES. Any notice of termination, requests, demands or other communications under this AGREEMENT shall be in writing and shall be deemed delivered: (a) when delivered in person to a representative the parties listed below; (b) upon receipt when mailed by overnight courier service, mailed by first-class certified or registered mail, return receipt requested, addressed to the party at the address below; or (c) upon confirmation of receipt if sent by facsimile to the fax number of the party listed below:

If for CCS:
 Correct Care Solutions, LLC
 General Counsel
 1283 Murfreesboro Road
 Suite 500
 Nashville, Tennessee 37217

If for COUNTY:
 Marathon County Sheriff's Office
 Jail Administrator
 500 East Forest Street
 Wausau, Wisconsin 54403

If for CCS: 615-324-5733	If for COUNTY: 715-261-1701
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Such address or facsimile number may be changed from time to time by either party by providing written notice as provided above.

- 11.9 GOVERNING LAW. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to the conflicts of laws or rules of any jurisdiction.
- 11.10 COUNTERPARTS. This AGREEMENT may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.
- 11.11 TITLES OF PARAGRAPHS. Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.
- 11.12 SEVERABILITY. In the event that any one or more provisions of this AGREEMENT shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this AGREEMENT and this AGREEMENT shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

11.13 PARKING. COUNTY shall provide parking in the front parking area for the physician and mid-level at no cost to CCS. COUNTY also agrees to provide one (1) additional parking spot for nursing staff in its permitted parking area at no cost to CCS. CCS shall pay for a second parking spot in COUNTY's permitted parking area for nursing staff use, which spot, if covered is estimated to cost \$275 per year and if uncovered is estimated to cost \$242 per year.

11.14 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. This AGREEMENT may be amended at any time, but only with the written consent of all parties.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed as their official act by their respective representative, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

Marathon County, Wisconsin

Correct Care Solutions, LLC

By: 
Name: SANDRA LADU-IVES
Title: JAIL Administrator

By: 
Name: CARYN M. CURRE
Title: EVP

EXHIBIT A
STAFFING MATRIX FOR MARATHON COUNTY, WI

Marathon County, WI									
Day Shift									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Physician			3					3	0.075
Mid-Level	3			3	3			9	0.225
Charge Nurse/Site Manager	8	8	8	8	8			40	1.000
RN	8	8	16	8	8	8	8	64	1.600
Total Hours/FTE - Day								116	2.900
Evening Shift									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
RN	8	8	8	8	8	8	8	56	1.400
Total Hours/FTE - Evening								56	1.400
Night Shift									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Total Hours/FTE - Night								-	-
Weekly Total									
TOTAL HOURS/FTE - WEEKLY								172	4.300

ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
<p>POLICY TYPE: Workers Compensation and Employer's Liability</p> <p>CARRIER: American Zurich Insurance Company</p> <p>POLICY TERM: 10/1/2015 - 10/1/2016</p> <p>POLICY NUMBER: WC5252135-01</p>	<p>Per Statute</p> <p>\$1,000,000 Each Accident</p> <p>\$1,000,000 Disease – Policy Limit</p> <p>\$1,000,000 Disease – Each Employee</p>

**FIRST AMENDMENT TO THE AGREEMENT FOR INMATE HEALTH CARE
SERVICES AT MARATHON COUNTY, WISCONSIN
(Effective February 1, 2016)**

This First Amendment, effective February 1, 2016 (this "Amendment"), to the Inmate Medical Services Agreement, which commenced on December 1, 2015 (the "Agreement"), is by and between Correct Care Solutions, LLC, ("CCS") and Marathon County, a County in the State of Wisconsin ("County").

WHEREAS, the health care services provided by CCS to the COVERED PERSONS at the JAIL do not currently include psychiatric services;

WHEREAS, the COUNTY deems it to be in the best interest of the COVERED PERSONS and the COUNTY for CCS to arrange for psychiatric services; and

WHEREAS, CCS desires to arrange for psychiatric services for COVERED PERSONS at the JAIL.

NOW, THEREFORE, in consideration of the foregoing facts, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree:

1. **RECITALS.** The parties hereto incorporate the foregoing recitals as a material portion of this Amendment.
2. **AMENDMENT TO SECTION 1.11 OF AGREEMENT.** The Agreement shall be amended by deleting Section 1.11 in its entirety and inserting the following language in lieu thereof:

1.11 **MENTAL HEALTH.** CCS shall arrange for a Psychiatrist to examine and treat certain COVERED PERSONS identified by the HEALTH CARE STAFF as requiring psychiatric services. CCS shall not be responsible for bearing any costs of offsite mental health services for any member of the JAIL POPULATION.

3. **AMENDMENT TO EXHIBIT A OF AGREEMENT.** The parties agree that the Staffing Matrix attached hereto as Exhibit A shall replace the previous Staffing Matrix referenced in Section 2.0 of the Agreement that was attached to the Agreement.
4. **AMENDMENT TO SECTION 8.0 OF AGREEMENT.** The Agreement shall be amended by deleting Section 8.0 in its entirety and inserting the following language in lieu thereof:

8.0 **ANNUAL COMPENSATION.** The base annual amount to be paid by the County to CCS under this Agreement for the twenty-two (22) month period beginning February 1, 2016 and ending on November 30, 2017 shall be

Seven Hundred Six Thousand Four Hundred Forty-Three Dollars (\$706,443.00), to be paid in equal monthly installments of Fifty-Eight Thousand Eight Hundred Seventy Dollars and Twenty-Five Cents (\$58,870.25). Beginning on December 1, 2017, the base annual amount to be paid by the County to CCS under this Agreement is Seven Hundred Twenty-Five Thousand Three Hundred Forty-Eight Dollars (\$725,348.00) to be paid in equal monthly installments of Sixty Thousand Four Hundred Forty-Five Dollars and Sixty-Seven Cents (\$60,445.67). Each monthly payment is to be paid by the County to CCS on or before the 1st day of the month of the month of service.

5. **ADD SECTION 8.3 TO AGREEMENT.** The Agreement shall be amended by inserting a new Section 8.3 after Section 8.2 with the following language:

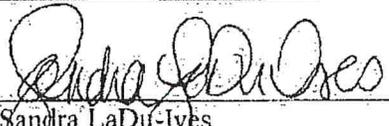
8.3 **MONTHLY RECONCILIATION.** If the services performed by the Psychiatrist exceed four (4) hours in any week (examined and calculated on a weekly basis), then the monthly invoice for the following month shall be increased by the number of hours worked by the Psychiatrist in excess of four (4) each week, pro-rated for partial weeks, multiplied by the hourly rate of Two Hundred Ninety-Five Dollars (\$295).

6. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.
7. **DEFINED TERMS.** Any capitalized term or acronym used but not defined herein shall have the meaning ascribed to it under the Agreement.
8. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

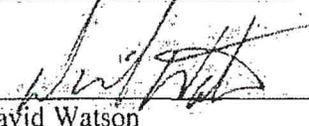
IN WITNESS WHEREOF, the parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

Marathon County, Wisconsin

By: 
Sandra LaDu-Ives
Title: Jail Administrator

Correct Care Solutions, LLC

By: 
David Watson
Title: Treasurer

**Exhibit A
STAFFING MATRIX**

Marathon County Jail, WI										
Day Shift										
Position	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/Wk	FTE	
Physician			3					3	0.075	
Mid-level Provider	3			3	3			9	0.225	
Psychiatrist		2		2				4	0.1	
Charge Nurse/Site Manager (RN)	8	8	8	8	8			40	1.00	
Registered Nurse (RN)	8	8	16	8	8	8	8	64	1.60	
Total Hours/FTE – Day								120	3.00	
Evening Shift										
Position	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/Wk	FTE	
Registered Nurse (RN)	8	8	8	8	8	8	8	56	1.40	
Total Hours/FTE – Evening								56	1.40	
Weekly Total										
Total Hours/FTE per week								176	4.40	

**SECOND AMENDMENT TO THE AGREEMENT FOR INMATE HEALTH CARE
SERVICES AT MARATHON COUNTY, WISCONSIN
(Effective December 1, 2018)**

This Second Amendment, effective December 1, 2018 (this "Amendment"), to the Inmate Medical Services Agreement, which commenced on December 1, 2015 (the "Agreement"), is by and between Correct Care Solutions, LLC, ("CCS") and Marathon County, a County in the State of Wisconsin ("County").

WHEREAS, the wish to renew the Agreement for another year pursuant to Section 9.0 of the Agreement; and

WHEREAS, the Parties deem it to be in the best interests of COVERED PERSONS to increase staffing and or modify the Health Care Staffing Plan as provided in more detail below; and

WHEREAS, the Parties agree to modify compensation for the renewal year and increased staffing as stated below; and

WHEREAS, in accordance with Section 11.14, the Parties desire to amend the Agreement to memorialize such changes.

NOW, THEREFORE, in consideration of the foregoing facts, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree:

1. **RECITALS.** The parties hereto incorporate the foregoing recitals as a material portion of this Amendment.
2. **AMENDMENT TO EXHIBIT A OF AGREEMENT.** The Parties agree that the Staffing Matrix attached hereto as Exhibit A shall replace the Exhibit A Staffing Matrix referenced in Section 2.0 of the Agreement.
3. **AMENDMENT TO SECTION 8.0 OF AGREEMENT.** The Agreement shall be amended by deleting Section 8.0 in its entirety and inserting the following language in lieu thereof:

8.0 ANNUAL COMPENSATION. The base annual amount to be paid by the County to CCS under this Agreement for the twelve (12) month period beginning December 1, 2018 and ending on November 30, 2019 shall be Eight Hundred Fourteen Thousand Seventy-Seven Dollars and Thirty-Five Cents (\$814,077.35), to be paid in equal monthly installments of Sixty-Seven Thousand Eight Hundred Thirty-Nine Dollars and Seventy-Eight

Cents (\$67,839.78). Each monthly payment is to be paid by the County to CCS on or before the 1st day of the month of the month of service.

4. **AMENDMENT TO ARTICLE VIII OF AGREEMENT.** The Agreement shall be amended by adding a new Section 8.3 and 8.4 providing as follows:

8.3 ADJUSTMENT FOR UNFILLED STAFFING HOURS OF CERTIFIED MEDICAL ASSISTANT. The Parties acknowledge the new Certified Medical Assistant (“CMA”) position in the Staffing Matrix may not be filled prior to the time this Amendment is signed. Hence, CCS shall credit the County on a monthly basis those hours not worked by the CMA at such CMA’s hourly rate.

8.4 ADJUSTMENT FOR RN STAFFING HOURS SUBSTITUTED WITH LPN. The Parties agree that CCS may substitute RN services with that of an LPN when necessary. In the event a LPN is used in place of a RN the difference in their respective hourly rates will be credited to the County and CCS will provide County with monthly reports validating RN and LPN staffing hours.

5. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.
6. **DEFINED TERMS.** Any capitalized term or acronym used but not defined herein shall have the meaning ascribed to it under the Agreement.
7. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

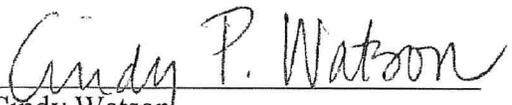
IN WITNESS WHEREOF, the parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

Marathon County, Wisconsin

By:  _____
Sandra LaDu-Ives
Title: Jail Administrator

Correct Care Solutions, LLC

By:  _____
Cindy Watson
Title: COO, Local Detention Division

**Exhibit A
STAFFING MATRIX**

CORRECT CARE SOLUTIONS									
STAFFING MATRIX Effective 12.01.2018									
Marathon County Jail, WI									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
DAY SHIFT									
Physician			3					3	0.0750
Mid-Level	3			3	3			9	0.225
Psychiatrist	2			2				4	0.100
Charge Nurse / Site Manager	8	8	8	8	8			40	1.000
RN **	8	8	16	8	8	8	8	64	1.600
Certified Medical Assistant	8	8	8	8	8	8	8	56	1.400
TOTAL HOURS/FTE-Day								176	4.400
EVENING SHIFT									
RN	8	8	8	8	8	8	8	56	1.400
Total Hours/FTE - Evening								56	1.400
NIGHT SHIFT									
RN								0	0.000
Total Hours/FTE - Night								0	0.000
WEEKLY TOTAL									
TOTAL HOURS/FTE per week								232	5.800

**** RN staffing hours may be substituted with those of a LPN when needed. In all such instances the County will be credited the difference in pay on a monthly basis.**



May 10, 2019

Captain Sandra La Du, Jail Administrator
Marathon County Jail
500 Forest Street
Wausau, WI 54403

Re: 2019-2020 Renewal Inmate Health Care Services

Greetings Captain La Du:

I hope this letter finds you well. Wellpath is proud to be your partner and we are excited to move into another year of delivering quality healthcare to the inmates at Marathon County.

Contract Renewal

Per Section 9.0 of our Agreement, we are requesting mutual consent to renew for an additional one-year period, effective December 1, 2019 through November 30, 2020.

Annual Price Adjustment

Per Section 8.1, we request an increase to the base annual amount equal to the lesser of 5% of the base annual amount of previous year, and the percentage increase for the previous 12-month period in the Medical Care Services component of the Consumer Price Index. This CPI is currently 2.4% for March 2019.

Application of the 2.4% increase revises the base compensation amount for medical services rendered at the Marathon County Detention Facility from **\$67,839.78** monthly to **\$69,467.93** (**\$833,615.16** annually).

Please acknowledge your acceptance of the renewal and contractually allowed price adjustment by signing the following page and emailing a signed copy to Andrea Knox, Partner Services Specialist, at akknox@wellpath.us. Upon receipt, our Legal Department will draft a contract amendment reflecting these changes and route to the appropriate County individuals for signature. All other terms of the current Agreement shall remain in full force and effect through the end of the contract period.

Do not hesitate to contact Jessica Jones, Operations Manager for Marathon County, at 623-377-5386 with any questions or concerns.

We are Wellpath. We are the right people, striving to *always do the right thing*. We look forward to continued success working together.

Sincerely,

Stan Wofford
Executive Vice President, Local Government Healthcare



Cc: *Jessica Jones, Operations Manager*
Nanette Worley, Director of Operations
Adolfo Cisnero, Senior Director, Partner Services

The undersigned is authorized by Marathon County to accept the above terms.



Authorized Marathon County
Representative

10/31/19

Date Signed

Sandra La Du

Print Name

Jail Administrator

Title

PLEASE NOTE: Final delivery of the contract amendment will be via email. If hard copies with original signatures are required, please indicate the number of copies needed: ____.

