

Part of 4.



CLIENT CONFIRMATION

Prepared on August 8, 2011

If you have any questions, please contact Lynn Holton at (678) 218-4040 or Toll Free (888) 995-9206

Client: Milwaukee County Sheriff's Office

Facility: Milwaukee County Correctional Facility- Central & South

Specialty: Internal Medicine No Surgery

Provider: Allison Benthal, DO

Billing Rates: Regular/Hour 120.00

Dates/Hours: The following sections do not apply from the locum tenen's contract: Sections 2.3; 2.4; 4.6 as they apply to the lodging expenses and transportation expenses.

Tuesday	08/09/11	8:00 AM	4:30 PM
Wednesday	08/10/11	8:00 AM	4:30 PM
Thursday	08/11/11	8:00 AM	4:30 PM
Friday	08/12/11	8:00 AM	4:30 PM

By signing this confirmation letter, Client selects Provider for scheduled assignment. Fax to (678) 623-3318

Signature: [Handwritten Signature]

Date: 08/08/11

1735 North Brown Road Suite 100 • Lawrenceville GA 30043 • (678) 218-4040 • (888) 995-9206 Toll Free • (678) 218-4041 Fax

APPROVED AS TO FORM

[Handwritten Signature]
CORPORATION COUNSEL. 8/8/11

Reviewed: [Handwritten Signature] 8/8/11
Director of Risk Management

09/22/10



David A. Clarke Jr.
Sheriff

County of Milwaukee

Office of the Sheriff

August 8, 2011

Addendum 1

This addendum amends the Locum Tenens agreement between Milwaukee County Sheriff's Office and Health Care Partners Inc effective August 8, 2011.

RECORDS and AUDITS.

Pursuant to §56.30(6)(d) of the Milwaukee County Code of Ordinances, the Vendor shall allow Milwaukee County, the Milwaukee County Department of Audit, or any other party the Milwaukee County may name, when and as they demand, to audit, examine and make copies of records in any form and format, meaning any medium on which written, drawn, printed, spoken, visual or electromagnetic information is recorded or preserved, regardless of physical form or characteristics, which has been created or is being kept by Vendor, including not limited to, handwritten, typed or printed pages, maps, charts, photographs, films, recordings, tapes (including computer tapes), computer files, computer printouts and optical disks, and excerpts or transcripts from any such records or other information directly relating to matters under this Agreement, all at no cost to Milwaukee County. Any subcontracting by the Vendor in performing the duties described under this contract shall subject the subcontractor and/or associates to the same audit terms and conditions as the Vendor. Vendor (or any subcontractor) shall maintain and make available to Milwaukee County the aforementioned audit information for no less than five years after the conclusion of each contract term.

 08/08/11
Signature Date
Milwaukee County Sheriff's Office

Signature Date
Health Care Partners Inc

Alongi Santas Moss Ins. Agency
2211 Cranston Road
Beloit, WI 53511
Phone : 608-362-3370 608-362-9322

INVOICE # 38250		Page 1
ACCOUNT NO. ALLIS-1	OP JS	DATE 08/08/11
PRODUCER Frederick DuBois		
BALANCE DUE ON 08/08/11		

Allison Benthall DO
4850 E State Street
Rockford, IL 61110

Itm #	Eff Date	Trn	Description	Amount
326693	08/06/11	MEM	Workers Compensation Policy	\$ 808.00
			Invoice Balance:	\$ 808.00

DUE UPON RECEIPT

*** PLEASE RETURN ONE COPY WITH YOUR REMITTANCE ***



LOCUM TENENS AGREEMENT

Milwaukee County Sheriff's Office ("Client") hereby retains HealthCare Partners, Inc. ("HCP") as of **August 8, 2011** to furnish one or more locum tenens provider(s) (collectively, "Provider") to Client for the specialties, times and rates specified in one or more client confirmation letter(s) (collectively, the "Confirmation") issued under this Locum Tenens Agreement (this "Agreement"). The terms and conditions of this Agreement are set forth below.

1. HCP agrees to:

- 1.1 Utilize its best efforts to locate a Provider acceptable to Client when and as requested; and
- 1.2 Provide malpractice insurance coverage for each Provider while on assignment for Client with limits of \$1,000,000 per incident and \$3,000,000 in the aggregate or higher amounts if required by state or local law or regulation. The coverage applies to medical malpractice only and is subject to the terms of the policy.

HCP shall deliver a certificate evidencing such insurance coverage, as described in the preceding paragraph, to Client prior to commencing work and upon and upon each renewal of such insurance policies during the terms of the Agreement. Client shall have no obligation to pay until all insurance certificates are furnished listing Milwaukee County as additionally insured except for Professional Liability Insurance.

HCP shall ensure that said professional liability insurance shall be maintained for all Providers after the termination of this Agreement for a period of equal to the statute of limitations, for any actions brought or claims which may be made arising out of Providers services rendered under this Agreement. Proof of coverage shall be provided to Client upon request.

- 1.3. Provide Client with background education and profile information on Provider, including verification of state licensure.
- 1.4. Send Client a Confirmation for each Provider provided hereunder. The Confirmation will contain Provider's physician specialty, the dates of the engagement and the rate to be paid by Client to HCP for Provider's services. For informational purposes only, attached hereto as Exhibit A is an estimate of the applicable rate range HCP will charge for Provider's services hereunder.
- 1.5. Provide \$1,000,000 General Liability Insurance with Milwaukee County & Milwaukee County Sheriff's Office listed as an additional insured.
- 1.6. Provide a maximum \$1,000,000 hired and non-owned Auto Liability coverage with Milwaukee County & Milwaukee County Sheriff's Office listed as an additional insured.
- 1.7. Communicate the client's requirement that the Independent Contractor must hold worker's compensation insurance coverage.

2. Client agrees to:

- 2.1. Accurately represent to HCP Client's practice profile and Client's expectations of Provider; and
- 2.2. Provide Provider with adequate support, including staff and equipment; and
- 2.3. If required in the Confirmation and approved in advance in writing by Client, provide adequate local housing and local transportation for Provider as set forth in the Confirmation.
- 2.4. If required in the Confirmation and approved in advance in writing by Client, provide round trip transportation for Provider to Client's community as set forth in the Confirmation.
- 2.5. When selecting Provider, exercise independent judgment as to the professional qualifications and competence of Provider to perform services on behalf of Client during the term of this Agreement.
- 2.6. Notify HCP immediately in writing upon learning of any reported incident, alleged wrongdoing, or alleged neglect by Provider.
- 2.7. Not discriminate against any Provider because of color, sex, age, race, creed, disability, religion, national origin, veteran or citizenship status, or any other status protected by law in the performance of any duty imposed by this agreement.
- 2.8. Pay HCP each week for Provider's services at the rate specified in the Confirmation within thirty (30) days of receipt of each invoice therefore. The total invoiced amount will be based upon the weekly time sheet submitted by Provider to HCP. An example of such time sheet is attached hereto as Exhibit B. Client acknowledges and agrees that any past due balance will accrue simple interest of 1.5% per month (18% per annum). In the event that it becomes necessary for HCP to utilize the services of an attorney for the collection of Client's account or to enforce any of the provisions of this agreement, HCP shall be entitled to all reasonable attorneys' fees, cost of collection, and all court costs incurred by it.

3. Confidentiality:

- 3.1 Client acknowledges and agrees that the terms of this Agreement, including any Confirmation, Provider's CV and Provider's identity, are HCP's confidential information (collectively, "Confidential Information"). Except to the extent required by applicable law, during the term of this Agreement and for a period of two (2) years following the expiration or earlier termination of this Agreement, for any reason, Client shall not disclose any Confidential Information to any third party, including Provider, without HCP's prior written consent.
- 3.2 HCP and Providers agree not to disclose or in any way use, or allow any other person to disclose or use, confidential and proprietary information of or concerning Client during or after the terms of this Agreement without Client's express written consent. Confidential information includes, but is not limited to, financial data, methods of operation, policies and procedures. HCP and Providers shall not copy Client's documents for its own use or for the use of others, nor shall HCP and Providers make use of or allow or assist any other person to make use of any Client procedure or program including, but not limited to, those relating to utilization review or quality improvement, except as authorized under this Agreement. HCP

shall notify all Providers of this provision in this paragraph and advise Providers that they must comply with all applicable Client policies and procedures.

- 3.3 As it relates to care or events arising out of or in any way relating to this Agreement, HCP and Providers shall not make any statements or otherwise discuss any care, Inmate, Milwaukee County employee and staff or Client with any member of the media at any time, but shall promptly refer all such inquiries to Client's Inspector at 414-278-4342.

4. Term; Termination of Agreement:

- 4.1. The initial term of this Agreement is one (1) year. This Agreement may automatically renew for successive one (1)-year periods unless either party gives the other party thirty (30) days' advance written notice of non-renewal with or without cause.
- 4.2. Either party may terminate this Agreement upon thirty (30) days' advance written notice to the other party. In the event that Client or any affiliate of Client wishes to utilize the services of Provider, either directly as an employee or independent contractor or indirectly through another entity, such as a physician practice or placement service, at any time during the two (2)-year period immediately following the expiration or earlier termination of this Agreement, Client shall immediately thereafter pay HCP a conversion fee as set forth in Exhibit A hereto. Client covenants and agrees that it will not request that Provider repay or share any portion of any conversion fee.
- 4.3. HCP may terminate this Agreement immediately upon written notice to Client if payment is not received from Client when due as required by this Agreement or if Client breaches its obligations under this Agreement and fails to cure such breach within fifteen (15) days of written notice by HCP. Upon such termination, HCP may remove Provider from Client's facility without any further obligation to Client.
- 4.4. Client will make its best efforts to give HCP thirty (30) days advance written notice to terminate a Confirmation. In the event that Client cancels a Confirmations for reason beyond Client's control, Client will not be liable to pay HCP a cancellation fee of any kind.
- 4.5. If Client desires that HCP immediately remove Provider from its facilities, Client must notify HCP by telephone and then in writing, which writing shall set forth all reasons and facts supporting the request. Client agrees that HCP may share such written notice with Provider upon request. Client agrees that HCP shall have no liability to Client for such removal, except to use its best efforts to replace Provider as soon as possible.
- 4.6. Upon the expiration or earlier termination of this Agreement, for any reason, or the removal of Provider as set forth in Section 4.5, Client covenants and agrees to pay HCP for the actual days worked by Provider through the date of such expiration, termination or removal (the "Termination Date"), Provider's lodging expenses through the Termination Date, and the costs of Provider's return transportation if those expenses have been previously approved in writing by Client.
- 4.7. If HCP is unable, for any reason, to provide a Provider acceptable to Client, HCP may terminate this Agreement immediately upon written notice to Client.

4.8 At the option of Client, this Agreement shall terminate immediately:

- 1) Upon cancellation, termination or reduction of insurance coverage required by this Agreement;
- 2) Termination of Healthcare Provider's required licenses;
- 3) Material breach of this Agreement by HCP;
- 4) At the directions of Milwaukee County Sheriffs Office

5. Indemnification:

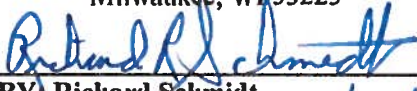
HCP agrees to indemnify and hold harmless the Milwaukee County Sheriff's Office and its agents and employees against any and all claims, demands, damages, liabilities, and costs arising out of the acts or omissions of HCP, and its agents and employees, in providing services under this Contract; provided, however, that HCP shall not indemnify the Milwaukee County Sheriff's Office, nor its employees and agents, from any claims arising out of the acts or omissions of the Milwaukee County Sheriff's Offices' own employees and/or agents.

6. General Provisions:

- 6.1. Client acknowledges and agrees that any Provider provided by HCP hereunder is an independent contractor and not an employee of HCP or Milwaukee County Sherriff's Office. Client further acknowledges and agrees that, in the performance of this Agreement, HCP and any Provider provided by HCP hereunder are at all times acting and performing as independent contractors. Client shall neither have, nor exercise, any control or direction over the methods by which HCP, the employees of HCP or the Provider provides services to Client. All compensation of the Provider provided by HCP hereunder shall be borne by HCP. Neither HCP nor the Provider shall incur any financial obligation on behalf of Client without its prior written consent.
- 6.2. This Agreement and the Confirmation embody the entire understanding between the parties. To the extent that the terms of any Confirmation conflict with this Agreement, the terms of the Confirmation shall take precedence. All Confirmations issued pursuant to this Agreement are hereby made a part of this Agreement and incorporated by reference herein. All modifications, claims, and requests pursuant to and or in addition to this Agreement are to be made only with mutual written consent of the parties.
- 6.3. The provisions of Section 2.6, Section 3, Section 4.2, Section 4.4 and Section 4.6 shall survive the expiration or earlier termination of this Agreement.
- 6.4. This Agreement may be executed in counterparts, each of which shall be separately valid and together shall constitute one and the same agreement.
- 6.5. This Agreement shall be governed by the laws of the State of Wisconsin.

This contract accepted:

For: Milwaukee County Sheriff's Office
821 West State St.
Milwaukee, WI 53223



BY: Richard Schmidt
Inspector 08/08/11
Title Date

For: HealthCare Partners, Inc.
1735 North Brown Road, Suite 100
Lawrenceville, GA 30043

BY: R. B. Polhill, III
President & CEO
Title Date

APPROVED AS TO FORM


CORPORATION COUNSEL. 8/8/11

Reviewed:  Director of Risk Management



LOCUM TENENS RATE SCHEDULE

EXHIBIT A

Family Medicine, Internal Medicine, Pediatrics:

Weekday	\$110 - 130 per hour
Overtime (after 8 hours)	\$165.00 - 195 per hour
Weeknight Call	\$200 - flat rate
<i>(Overtime rate in effect when hands on patient care required)</i>	
Weekend Call (1 hour per day included)	\$800 - 1000 per weekend
Holiday	\$172.50 - 202.50 per hour
Conversion Fee	\$25,000*

***NOTE: Reduced conversion fee to \$20,000 per previously signed Contingency Agreement**

Psychiatry: Adult/Child:

Weekday (A day is equal to 8 hours)	\$180 - 190 per hour
Overtime (after 8 hours)	\$270 - 285 per hour
Weeknight Call (1 hour included)	\$270 - 285 flat rate
<i>(Overtime rate in effect when hands on patient care required)</i>	
Weekend Call (1 hour per day included)	\$1440 - 1520 per day
Holiday	\$270 - 285 per hour
Conversion	\$25,000

Physician Assistant or Nurse Practitioner:

Weekday	\$77 - 87 per hour
Overtime (after 8 hours)	\$115.50 - 130.50 per hour
Weeknight Call	\$150 flat rate
<i>(Overtime rate in effect when hands on patient care required)</i>	
Weekend Call (1 hour per day included)	\$400 per weekend
Holiday	\$115.50 - 130.50 per hour
Conversion Fee	\$12,000



LOCUM TENENS RATE SCHEDULE (Cont'd)

EXHIBIT A

***Holidays include New Years Eve, New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day.**

- *Client agrees to pay \$25 per diem.*
- *HCP will give its best efforts to provide coverage with a local PROVIDER. For non-local providers client will pay for travel and housing expenses incurred.*
- *Mileage will be billed at the current IRS reimbursement rate.*
- *Rates are based on the PROVIDER'S experience, availability, and expertise.*
- **Separate CONFIRMATION LETTERS will establish and confirm assignment parameters and PROVIDER specific details.**



PROVIDER TIMESHEET

For Week Ending Sunday: _____

PROVIDER NAME: _____

MAIL CHECK TO:
Provide ONLY if mailing address has changed

CLIENT NAME and FACILITY and CONTACT:

Day	Date	Start Time	End Time	Regular Hours	Holiday Hours	Overtime Hours	Unpaid Lunch	On Call Fee	On Call Hours
Mon									
TUE									
WED									
THU									
FRI									
SAT									
SUN									
TOTAL HOURS FOR WEEK:									

PREPARED BY: _____

APPROVED BY: _____

Client Approval Required

NOTE: ONLY APPROVED HOURS WILL BE PAID

Fax approved time sheet by 9 A.M. MONDAY to HealthCare Partners Inc. (678) 623-3318

Payment for days worked the 1st through the 15th will be mailed on the last day of month.
Payment for days worked the 16th through the 31st of the month will be mailed on the 15th.

