

Contract for Inmate Health Services for
Milwaukee County Sheriff's Office

THIS HEALTH SERVICES AGREEMENT ("Agreement") between the Milwaukee County Sheriff's Office (hereinafter referred to as the "Sheriff"), and Armor Correctional Health Services, Inc., a Florida corporation, (hereinafter referred to as "Armor" or "Contractor"), is dated for reference purposes as of the ____ day of ____ 2013. Services under this Agreement shall commence on the ____ day of ____ 2013, and shall continue until _____. It may be extended thereafter upon mutual agreement of the parties.

WITNESSETH

WHEREAS, the Sheriff is charged with the responsibility for obtaining and providing reasonably necessary health care (including medical, dental and mental health services) for detainees and inmates in the physical care, custody and control of the Sheriff at Milwaukee County Correctional Facility Central (hereinafter "CCFC") and Milwaukee County Correctional Facility South (hereinafter "CCFS"), collectively herein known as the "Facilities"; and

WHEREAS, the Sheriff desires to provide for health care to the detainees and inmates in the physical care, custody and control of the Sheriff in accordance with applicable law; and

WHEREAS, the Sheriff desires to enter into this Agreement with Armor to promote this objective; and

WHEREAS, Armor is in the business of providing correctional health care services and desires to provide such services for the Sheriff under the terms and conditions of this Agreement relative to detainees and inmates in the physical care, custody and control of the Sheriff and housed at the Facilities.

NOW, THEREFORE, in consideration of the premises and the covenants and promises hereinafter made, the parties hereto agree as follows:

ARTICLE I: HEALTH CARE SERVICES

1.1. General Engagement; Appointment. The Sheriff hereby engages and appoints Armor to provide for the delivery of reasonably necessary health care, including medical, dental and mental health services, to an individual once cleared for admittance by medical and physically booked into one of the Facilities for housing (such individuals being hereinafter referred to in this Agreement as "Inmate," singular or "Inmates," plural), which excludes individuals not housed at the Facilities. Armor accepts such appointment to perform such services in accordance with the terms and conditions of this Agreement.

1.2. Scope of General Services. The responsibility of Armor for providing health care commences once an individual becomes an Inmate, as defined in Section 1.1 above. Armor has no responsibility and shall not be liable for any health care or costs associated with any individual prior to becoming an Inmate. While Armor has no financial obligation for individuals booked offsite, if the Sheriff notifies a duly appointed member of the on-site Armor staff of any booking performed outside the Facilities, Armor will use reasonable efforts to manage offsite

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care and reduce offsite costs by providing utilization management for those individuals booked offsite and receiving inpatient care prior to becoming an Inmate.

While an Inmate, Armor shall provide or arrange for on a regular basis, all professional medical, dental, mental health, and related health care and administrative services for each Inmate, including, as Inmate movement allows: a comprehensive health evaluation of each Inmate following booking into the Facilities in accordance with NCCHC Standards, booking/intake health screenings, regularly scheduled sick call, nursing care, general physician and dentist visits, hospitalization, medical specialty services as outlined below, emergency medical care, emergency ambulance services when medically necessary, medical records management, pharmacy services, including HIV medications, medical clearances for intra and inter-agency transfers, food handling and work clearances, continuing care of identified health problems, detoxification, discharge planning, health education and training services, a quality assurance program, administrative support services, and other services, all as more specifically described herein. Armor will also provide preliminary screening and assessing of an individual's medical condition at the time the individual is being presented for booking into the Facilities, even prior to the completion of the booking process, to determine whether the individual's physical condition is reasonably able to be accommodated within the Facility. An individual shall be medically cleared for booking into the Facilities when medically stabilized and the individual's medical condition no longer requires immediate emergency medical care or outside hospitalization so that the individual can be reasonably housed in the Facilities.

1.3. Specialty Services. In addition to providing the general services described above, Armor will obtain for Inmates housed at the Facilities special medical services including basic radiology services and laboratory services. Armor will also evaluate the need for and feasibility of providing select onsite specialty services (e.g., Orthopedics) to reduce offsite transports. Specialty services Armor determines to be feasible will be provided onsite. When non-emergency specialty care is required and not provided onsite, Armor will make appropriate off-site arrangements for the rendering of such care, and shall coordinate with the Sheriff for the Sheriff to provide non-emergency transportation of an Inmate to and from offsite care.

1.4. Emergency Services. Armor shall provide emergency medical care, as medically necessary, to Inmates through arrangements to be determined by Armor with local hospitals. Armor shall provide for qualified emergency ambulance transportation services when medically necessary in connection with off-site emergency medical treatment. Additionally, Armor shall provide emergency first aid to correctional staff and visitors to Inmates at the Facilities upon request of the Sheriff or his employees or agents, except when doing so would jeopardize Armor's care to an Inmate. Armor shall not be responsible for payment of emergency and follow-up services and transportation provided to correctional staff or visitors in the event of an emergency.

1.5. Limitations on Medical Services. Armor will arrange for the admission of any Inmate who, in the opinion of the Armor Medical Director, requires hospitalization. Subject to the limits set forth herein, Armor will be responsible for all Inmate costs associated with hospitalization, off-site and on-site specialty services, inclusive of diagnostic procedures, and emergency transportation services incurred subsequent to becoming an Inmate.

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(a) "*Hospitalization*" refers to those services, which will be rendered in a hospital or medical center. Such services include but are not limited to inpatient hospitalization, physician fees associated with inpatient and/or outpatient care, ambulatory surgery, emergency ambulatory care, diagnostic and therapeutic radiology, pharmacy, laboratory and pathological capabilities, and physical therapy capabilities. Armor will pursue preferred provider contracts/discount agreements with local hospitals to meet the needs of the Sheriff's inmate health care program.

(b) "*Offsite and specialty medical care*" refers to those services rendered by a medical provider outside the Facilities or by a licensed independent (non-Armor employee) medical specialist coming onsite to provide specialty services.

(c) For each twelve (12) month period of the Agreement, Armor's total financial liability for costs associated with health care for Inmates relating to hospitalization, emergency transportation, off-site and specialty medical care (as defined above) will be capped as follows:

(1) Armor's total liability for hospitalization, emergency transportation, off-site and specialty medical costs will be capped at \$800,000.00 for each twelve (12) month contract period under this Agreement.

(2) Any hospitalization, emergency transportation, off-site and specialty medical care costs in excess of \$800,000.00 during any twelve (12) month contract period shall be managed and paid by Armor, but shall be promptly reimbursed to Armor by Sheriff, as set forth below.

(3) Should the total hospitalization, emergency transportation, and off-site and specialty medical care costs for any twelve (12) month contract period fall below \$800,000.00 after a full reconciliation, Armor will credit 100% of the difference back to the Sheriff.

(d) *Aggregate Reconciliation* - Following the completion of each 12 month contract period (running from the date Armor commences provision of healthcare services at the Facilities), Armor shall submit documentation showing the amount Armor has paid for hospitalization, emergency transportation, and off-site and specialty medical care during the past 12 month contract period. Any amount under or over the \$800,000.00 shall be invoiced/credited as set forth below. Armor will provide supporting documentation along with an invoice/credit. Because Armor can't always control when third party providers bill for services, once this initial documentation has been provided, Armor shall thereafter submit quarterly additional documentation showing any additional amounts paid for the ended 12 month period, along with an invoice/credit to be paid/credited as set forth below. If under the cap, Armor shall credit the Sheriff on the next monthly invoice (if the contract is still active), or submit a check to the Sheriff for the amount below the cap. If over the cap, the Sheriff shall reimburse Armor for this excess amount within 30 days of receipt of invoice. Armor will provide to the Sheriff any requested supporting cost information in Armor's possession.

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(e) In the event this Agreement is terminated early, this \$800,000.00 annual aggregate cap will be prorated.

1.6. Exceptions to Treatment. Armor shall not be financially responsible for the cost of any health care services provided to any individual prior to becoming an Inmate as defined in Section 1.1, above.

(a) Armor shall not be financially responsible for significant increased costs associated with changes in Inmate movement, facility layout, changes in applicable standards in the delivery of healthcare (e.g., NCCHC, ...), court orders, directives of court monitors, changes in treatment standards which are not FDA approved at the start date of this Agreement or are not part of Armor's written medical protocols. Should any new diagnostic test be mandated and approved in relation to community health care standards for treatment and/or required by Armor's Medical Director as necessary for the treatment of Inmates housed at the Facilities, and the cost of such treatment, in total aggregate, would exceed 1% of the annual base compensation for the then current twelve (12) month period under the term of this Agreement, then the Sheriff and Armor shall negotiate for additional compensation due Armor for all actual expenses incurred from newly mandated changes in treatment standards.

(b) Armor shall provide prenatal, delivery and postpartum health care services to pregnant Inmates, but health care services provided to an infant following birth will not be the responsibility of Armor. Armor shall not be responsible for the costs of or furnishing of any abortions, unless medically necessary.

(c) To comply with NCCHC standards, Armor will not be responsible for any medical testing or obtaining samples, which are forensic in nature.

1.7. Inmates Outside the Facilities. Health care services are only for Inmates. Inmates on any sort of temporary release (authorized or unauthorized), including, but not limited to, Inmates temporarily released for the purpose of attending funerals or other family emergencies, Inmates on escape status, Inmates on pass, parole or supervised custody who do not sleep in the Facilities at night, will not be included in the daily population count, and will not be the responsibility of Armor with respect to any claim, liability, cost or expense for the payment or furnishing of health care services. The cost of medical services provided to Inmates who become ill or are injured while on temporary release will not be the financial responsibility of Armor after their return to the Facilities. This relates solely to the costs associated with the particular illness or injury incurred while on such temporary release. The cost of medical services for other illnesses and injuries will be the responsibility of Armor.

(a) Inmates in the custody of other police or other penal jurisdictions are likewise excluded from the population count and are not the responsibility of Armor for the furnishing or payment of health care services.

1.8. Elective Medical Care. Armor will not be responsible for providing elective medical care to Inmates. For purposes of this Agreement, "elective medical care" means medical care, which,

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if not provided, would not, in the opinion of Armor's Medical Director, cause the Inmate's health to deteriorate or cause definite harm to the Inmate's well-being. Such decisions concerning medical care shall be consistent with applicable laws and general NCCHC standards. In the event of a dispute between Armor's Medical Director and the Sheriff regarding elective medical care, Armor will state in writing to the Sheriff reasons why the medical care is being denied. If the Sheriff determines that the medical care being sought or recommended is medically necessary rather than elective medical care, the determination of the Sheriff shall be final and binding on Armor, and the Sheriff shall pay for the costs of such care and release and indemnify Armor from and against any claims arising from or relating to the Sheriff's determination. Any referral of Inmates for elective medical care shall be reviewed and approved by the Sheriff prior to the provision of such services.

1.9. Transportation Services. To the extent any Inmate requires off-site non-emergency health care treatment for which Armor is obligated to provide under this Agreement, the Sheriff shall provide such transportation as reasonably available. When medically necessary, Armor shall arrange all emergency ambulance transportation of Inmates in accordance with this Agreement.

1.10. HIV and Other Illnesses; Testing. Armor will administer Inmate testing in accordance with NCCHC standards and as otherwise deemed medically necessary by Armor's Medical Director.

1.11. Pharmacy. Armor shall provide pharmacy services management, including providing and administering medicines, including prescribed drugs to the Inmates. Armor shall use best efforts to utilize the current formulary schedule to dispense pharmaceuticals to Inmates within a reasonable time period, not to exceed 24 hours from the time the prescription or order was written to start. Armor shall pay the cost for all pharmacy, subject to the total annual pharmacy limit set forth below.

Armor's total liability for pharmacy costs will be limited to \$990,000.00 for each twelve (12) month period under this Agreement. Should the total pharmacy cost exceed \$990,000.00, the Sheriff shall reimburse Armor the excess. Should the total pharmacy cost be less than \$990,000.00, Armor shall credit the Sheriff the difference. Following the end of each 12 month period, Armor shall submit an invoice showing actual pharmacy paid by Armor. Any credit to the Sheriff shall be reflected on Armor's next monthly invoice, and any excess shall be reimbursed by the Sheriff to Armor within 30 days of receipt of invoice receipt.

The formulary schedule will be reviewed on an annual basis.

ARTICLE II: MENTAL HEALTH SERVICES

2.01. Continuation of Care. Armor will use reasonable effort to facilitate continuation of care and facilitate placement in the community upon release for inmates with diagnosed mental health issues, when security provides reasonable advance notice of release.

ARTICLE III: PERSONNEL

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3.1. Staffing. Armor shall provide medical, dental, mental health, technical and support personnel as necessary for the rendering of health care services to Inmates at the Facilities as described in this Agreement. The chart attached as Exhibit A includes the agreed-upon staffing matrix showing the staffing Armor will use to provide the health care and support services required by the Facilities for an average daily inmate population of 2500 Inmates.

(a) Should the inmate population exceed 2600, or fall below 2400, for three consecutive monthly averages, then both parties agree to review staffing. If staffing changes are required to properly care for the changed population, the Sheriff and Armor shall agree upon revised compensation required to provide the revised staffing.

(b) In the event the Facilities operations or processes change impacting Armor's delivery of medical care and performance under this Agreement, Armor reserves the right to and may provide for additional health care staffing beyond the positions noted in the attached Exhibit A, incorporated herein, in order to perform the necessary health care services as required under this Agreement. Should additional health care staffing be required, Armor also reserves the right to review the base compensation and, with the Sheriffs participation and approval, which shall not be unreasonably withheld, make necessary adjustments in base compensation in order to accommodate any additional staff positions which may be needed.

3.2. Staffing Withholds. There shall be no staffing withholds, penalties or liquidated damages for the first 90 days of the contract period. Thereafter, if total paid monthly full time equivalents (FTE's) falls below 95% of total FTE's in Exhibit A, the Sheriff may apply staffing withholds as follows: once total paid FTE's in any month fall below 95% of total monthly FTE's in the staffing set forth in Exhibit A, for each FTE below 95% of total contract FTE's, the Sheriff may deduct from its monthly payment to Armor at 100% of the average hourly rate for the position. In all cases, employees may be used to cover like positions when their credentials equal or exceed the credentials required for such position (e.g., RN's for LPN's). Armor will provide the Sheriff or its representative with a monthly contract staffing compliance report showing all contract positions relative to the staffing matrix. The report shall list all contract positions and the individual by name providing the service, hours each individual worked, to include paid time off, in relation to the contract FTE's required for that period. The staffing compliance report will be due no later than fifteen days following each monthly pay period.

3.3. Licensure, Certification and Registration of Personnel. All personnel provided or made available by Armor to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable Wisconsin law. Each license or certification shall be on file at a central location as mutually agreed upon.

3.4. Hiring of Sheriff Medical and Mental Health Staff. Armor agrees to offer employment to all current, qualified and in good standing, Sheriff medical and mental health staff.

3.5. Sheriffs Satisfaction with Health Care Personnel. Sheriff reserves the right to approve or reject in writing, for any lawful reason, any and all Armor personnel or any independent contractor, subcontractors or assignee of Armor assigned to this contract. Additionally, MCSO

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(Milwaukee County Sheriff's Office) may deny access or admission to Facilities at any time for such personnel. Such access will not unreasonably be withheld by Sheriff. Sheriff will require and be responsible for criminal background checks and initial drug testing of all Armor personnel, at MCSO expense, prior to any such personnel's initiation of recurring services.

If the Sheriff becomes dissatisfied with any personnel provided by Armor hereunder, or by any independent contractor, subcontractors or assignee of Armor, Armor, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from the Sheriff of the grounds for such dissatisfaction, exercise its best efforts to resolve the problem. If the problem is not resolved to the Sheriff's reasonable satisfaction, Armor shall remove or shall cause to be removed any employee, agent, independent contractor, subcontractor, or assignee about whom the Sheriff has expressed dissatisfaction. Should removal of an individual become necessary, Armor will be allowed a reasonable time from date of removal to find an acceptable replacement, without penalty or prejudice to the interests of Armor.

3.6. Use of Inmates in the Provision of Health Care Services. Inmates shall not be employed or otherwise engaged by either Armor or the Sheriff in the direct rendering of any health care services. Upon prior written approval of the Sheriff, Inmates may be used in positions not involving the rendering of health care services directly to Inmates.

3.7. Subcontracting and Delegation. In order to discharge its obligations hereunder, Armor will engage certain health care professionals as independent contractors rather than as employees. The Sheriff may request to approve such professionals, but approval will not be unreasonably withheld. Subject to the approval described above, the Sheriff consents to such subcontracting or delegation. As the relationship between Armor and these health care professionals will be that of independent contractor, Armor will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. Armor will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, Armor shall exercise administrative supervision and clinical oversight, over such professionals necessary to ensure the strict fulfillment of the obligations contained in this Agreement. For each agent and subcontractor, including all medical professionals, physicians, dentists and nurses performing duties as agents or independent contractors of Armor under this Agreement, Armor shall obtain proof that there is in effect a professional liability or medical malpractice insurance policy, as applicable coverage for each health care professional identified herein, in an amount of at least one million dollars per occurrence/three million dollars annual aggregate limit. As requested by the Sheriff, Armor will make available copies of subcontractor agreements providing service under the Agreement.

3.8. Affirmative Action Armor will undertake an affirmative action program at Facilities as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Armor assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Armor will require that its covered suborganizations provide assurances that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as created by 14 CFR Part 152, Subpart E, to the same effect.

3.9 Non-Discrimination, Equal Employment Opportunity and Affirmative Action Programs In the performance of work under this Contract, Armor shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, or handicap, which 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 apprenticeships. Armor will post in conspicuous places, available for employees and applicants for employment, notices to be provided by County, setting forth the provisions of the non-discriminatory clause.

Armor agrees to strive to implement the principles of equal employment opportunity through an effective Affirmative Action program, and made a part of this Contract. The program shall have as its primary objective to staff the very best qualified person for each position, and then, when and where possible without negatively impacting this first objective, to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment, in all divisions of Armor's work force, where these groups may have been previously under-utilized and under-represented. Armor also agrees that in the event of any dispute as to compliance with the aforesaid requirements, it shall be the disputing party's responsibility to show that armor has not met all such requirements.

When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section has been determined by a court of competent jurisdiction, Armor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Armor, further violations of this section are proven in a court of competent jurisdiction during the term of the Contract, County may terminate the Contract without liability for the uncompleted portion or any materials or services purchased or paid for by Armor for use in completing the Contract, or it may permit Armor to complete the Contract, but, in either event, Armor shall be ineligible to bid on any future contracts let by County.

ARTICLE IV: ACCREDITATION

4.1. Obligation of Armor. Armor's services shall be designed to meet the National Commission on Correctional Health Care for Jails (NCCHC) standards in place at the commencement of this Agreement. While Armor will design their care to comply with NCCHC standard, if there is a material change in NCCHC standards resulting in additional costs to Armor, the Sheriff agrees to pay such documented additional costs. Armor will cooperate fully with the Sheriff in all efforts to maintain formal accreditation of the Facilities health care program. Armor will be responsible for the payment of the fees for maintaining or renewing NCCHC accreditation, except any fees incurred due to non-armor failures.

Any deficiency in Armor's performance of health care services under this Agreement resulting in notice from any regulatory or accrediting organization shall be rectified immediately, provided that such a breach is directly attributed to Armor, including Armor's employees, agents and

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subcontractors. Failure to rectify any such deficiency within a thirty (30) day cure period may result in the Sheriff, in his sole discretion, terminating this Agreement. Armor shall seek NCCHC accreditation after the first year of this Agreement. Once accreditation is obtained, Armor shall maintain accreditation during any subsequent term of this Agreement. If Armor fails to so maintain accreditation, and such is solely due to Armor's failure to comply with NCCHC standards, then Armor will pay a penalty of Twenty-five Thousand Dollars (\$25,000.00) to the Sheriff as liquidated damages.

ARTICLE V: EDUCATION

5.1. Inmate and Staff Education. Armor shall conduct an ongoing health education program for Inmates at the Facilities with the objective of raising the level of Inmate health and health care. Armor staff will provide relevant training to the Sheriffs staff as required by accrediting bodies. Armor will also work with the Sheriff to provide correctional staff with health care training as desired by the Sheriff and as Armor is able to accommodate without jeopardizing the quality of Inmate care.

5.2. Medical Services Staff Education. Armor will require that its medical, professional and para-professional staff receive all necessary and requisite legal and statutorily mandated in-service, annual or proficiency training and other such professional or para-professional education and training programs needed to provide current proficiency in the professional's or para-professional's particular medical discipline or specialty.

ARTICLE VI: REPORTS AND RECORDS

6.1. Medical Records. Armor shall cause and require to be maintained a complete and accurate medical record for each Inmate receiving health care services from Armor. Each medical record will be the property of the Sheriff and such records shall be maintained by Armor in accordance with applicable laws, NCCHC standards. The medical records shall be kept separate from the Inmate's confinement record. A complete legible copy of the applicable medical record shall be available, within a reasonable time, to the Sheriff and will, with reasonable notice, be available to accompany each Inmate who is transferred from the Facilities to another location for offsite services or transferred to another institution. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records, Armor shall comply with Wisconsin law and the Sheriffs policy with regard to access by Inmates and Facilities staff to medical records. No information contained in the medical records shall be released by Armor except as directed by the Sheriffs policy, by a court order, or otherwise in accordance with applicable law. Armor shall provide all medical records, forms, jackets, and other materials necessary to maintain the medical records. Armor shall provide an electronic medical record (EMR) if requested by Sheriff. Armor will provide customized EMR software of its choosing that incorporates Armor's policies in use at the Facilities, server, terminals, printers, scanners and interfaces. Sheriff will provide the cabling, routers and connections needed in the Facilities to connect the EMR. Amor and Sheriff shall work together to toward the successful preparation and installation of the EMR. Upon the expiration or termination of this Agreement, the functional EMR and all medical records shall become the property of the Sheriff, and the Sheriff shall assume payment of the monthly per inmate fee for the EMR, if Sheriff desires to retain the

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EMR. The EMR will be customized with Armor forms, policies and procedures. The Sheriff may continue to use such forms, policies and procedures, but hereby acknowledges such are proprietary; therefore, the Sheriff shall keep such forms, policies and procedures exclusively within the Sheriff's Office and associated County departments that have a need to know.

6.2. Regular Reports by Armor to the Sheriff. Armor shall make available to the Sheriff, on a date and in a form mutually acceptable to Armor and the Sheriff, monthly and annual reports relating to services rendered under this Agreement.

6.3. Third Party Reimbursement. Armor will seek and obtain from Inmates information concerning any health insurance the Inmate might have that would cover offsite services managed by Armor. Armor will instruct offsite providers to bill third party insurance first. After seeking payment from available third party insurance, Armor will process the remaining claim for payment consideration. Armor shall provide the Sheriff with periodic reports when such credits are applied. Armor and the Sheriff specifically understand that Medicaid and Medicare may not be available third party sources, and, to the extent required by law, Armor's policies strictly forbid asking about Medicaid/Medicare and providing any Medicaid/Medicare information to any provider where such coverage is not allowed.

6.4. Inmate Information. Subject to the applicable Wisconsin law, in order to assist Armor in providing the best possible health care services to Inmates, the Sheriff will provide Armor with information pertaining to Inmates that Armor and the Sheriff mutually identify as reasonable and necessary for Armor to adequately perform its obligations hereunder.

6.5. Armor Records Available to the Sheriff with Limitations on Disclosure. With reasonable notice, Armor shall make available to the Sheriff, at the Sheriff's request, all records, documents and other papers relating to the direct delivery of health care services to Inmates hereunder. The Sheriff understands that many of the systems, methods, procedures, written materials and other controls employed by Armor in the performance of its obligations hereunder are proprietary in nature and will remain the property of Armor. Information concerning such may not, at any time, be used, distributed, copied or otherwise utilized by the Sheriff, except in connection with the delivery of health care services hereunder, and as permitted or required by law, unless such disclosure is approved in advance in writing by Armor.

6.6. Sheriff's Records Available to Armor with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, the Sheriff shall provide Armor, at Armor's request, Sheriff's records relating to the provision of health care services to Inmates as may be reasonably requested by Armor or as are pertinent to the investigation or defense of any claim related to Armor's conduct. Consistent with applicable law, the Sheriff will make available to Armor such records as are maintained by the Sheriff, hospitals and other outside health care providers involved in the care or treatment of Inmates (to the extent the Sheriff has access to those records) as Armor may reasonably request. Any such information provided by the Sheriff to Armor that the Sheriff considers confidential and clearly labeled confidential shall be kept confidential by Armor and shall not, except as may be required by law, be distributed to any third party without the prior written approval of the Sheriff.

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6.7. Public Record Law. In the event that Armor should assert any proprietary or confidential status to any of its systems, methods, procedures or written materials and other controls employed by Armor in the performance of its obligation pursuant to this Agreement, then Armor shall assess such claim on its own, and shall defend and hold harmless the Sheriff, the Sheriffs employees, officers, appointees and agents against all liabilities for Armor's failure to comply with the requirements of the law with regard to the release of records.

6.8. HIPAA Compliance. To the extent HIPAA applies to Armor, Armor shall comply with those requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and amendments relating to Armor's responsibilities pursuant to this Agreement.

ARTICLE VII: SECURITY

7.1. General. Armor and the Sheriff understand that adequate security services are necessary for the safety of the agents, employees and subcontractors of Armor as well as for the security of the Inmates and the Sheriffs staff, consistent with the correctional setting. The Sheriff will take all reasonable measures to provide sufficient security to enable Armor, and its personnel, to safely and adequately provide the health care services described in this Agreement. Armor, its staff and personnel, understand that the Facilities in which services will be rendered is a detention Facilities and that working in such Facilities involves inherent dangers. Armor, its staff and personnel further understand that the Sheriff cannot guarantee anyone's safety in the Facilities and nothing herein shall be construed to make the Sheriff, his deputies or employees a guarantor of the safety of Armor employees, agents or subcontractors, including their employees .

- (a) In the event that any recommendation by Armor for particular health services for any Inmate or transfers to a medical Facilities should not be implemented and carried due to acts or omissions of the Sheriff, Armor will be released from professional liability for any damages resulting from any such decision on the part of the Sheriff not to respond or to institute a requested transfer or care plan of any Inmate as long as the request was made in writing.

7.2. Loss of Equipment and Supplies. The Sheriff shall not be liable for loss of or damage to equipment and supplies of Armor, its agents, employees or subcontractors unless such loss or damage was caused by the negligence of the Sheriff or his employees.

7.3. Security During Transportation Off-Site. The Sheriff will provide security as necessary and appropriate in connection with the transportation of any Inmate between the Facilities and any other location for off-site services as contemplated herein.

ARTICLE VIII: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES

8.1. General. The Sheriff agrees to provide Armor with office space at the Facilities, the use of the equipment (including office furniture) currently being used at the Facilities to provide health care services to Inmates, and utilities (such as electricity, local phone and water) sufficient to enable Armor to perform its obligations hereunder. Armor will supply and be responsible for payment of long distance telephone carrier services and minor equipment (less than \$500

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purchase price) within the Facilities for use of its personnel. The Sheriff will provide necessary maintenance and housekeeping of the office space at the Facilities. Armor agrees it has inspected the Facilities and medical office space at the Facilities and that such space and the Facilities can be utilized to perform the obligations required under this Agreement.

8.2. Delivery of Possession. The Sheriff will provide to Armor, beginning on the date of commencement of this Agreement, possession and control of all medical and office equipment and supplies that are the Sheriff's property, in place at the Facilities health care units. Furthermore, to assist in the transition of health care to Armor, the Sheriff will make reasonable effort to accommodate Armor's requests to review the Facilities and gather information prior to the contract start date. At the termination of this or any subsequent Agreement, Armor will return to the Sheriff possession and control of all Sheriff owned equipment, in working order, reasonable wear and tear excepted, which were in place at the Facilities' health care unit prior to the commencement of services by Armor under this Agreement.

8.3. Maintenance and Replenishment of Equipment. Armor will maintain all Armor owned equipment and Sheriff shall maintain all Sheriff owned equipment in working order during the term of this Agreement. The Sheriff shall provide all reasonably required medical equipment with a value of \$501 or greater, necessary to provide health care services in the Facilities. Armor shall at its sole expense purchase all required medical and office equipment not provided by Sheriff to perform services pursuant to this agreement with a per item cost of \$500 or less. At the full conclusion (i.e., running of initial term and all renewals) of this contract all equipment purchased by Armor may be purchase by the Sheriff for the then current market price less 10%. If the contract with Armor is terminated prior to the initial contract term and extensions, the Sheriff will be provided the opportunity to purchase the equipment at the current market price. Prior to the start of the initial contract period, the Sheriff shall provide Armor with a complete listing of all equipment within the medical units that will be available for Armor to use.

8.4. General Maintenance Services. The Sheriff will provide for each Inmate receiving health care services at the Facilities the same services provided by the Sheriff to all other Inmates at the Facilities including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

8.5. Supplies. Armor warrants and represents that the quality and quantity of supplies on hand during this Agreement will be sufficient to enable Armor to perform its obligations hereunder, barring a significant deviation from standard usage (e.g., riot, natural disaster). Armor shall be responsible, at its sole expense, to purchase any and all additional office supplies needed, from time to time, to provide health services to the Inmates pursuant to the provisions of this Agreement.

8.6. Biohazardous Waste. Armor shall be responsible, at its sole cost, for the proper disposal of all biohazardous medically generated waste occurring at the Facilities during the term of this Agreement.

8.7. Software and Electronic Information. All software programs and other information technology purchased or developed by Armor and used in its performance of this Agreement are

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proprietary to and/or the property of Armor. The Sheriff shall not have any right, title or interest, in or to such property, except as otherwise provided in this paragraph. At the expiration or termination of this Agreement, Armor will allow the Sheriff to continue using Armor's EMR as long as the Sheriff pays the EMR provider's monthly per inmate fee. If the Sheriff does not wish to continue utilizing Armor's EMR software, Armor shall provide the Sheriff with all Inmate data that has been stored electronically, in a relational database utilizing Sequel or Oracle and a PDF electronic copy of Inmates medical records as well as a hard copy paper record and shall ensure that all paper Inmate medical records and electronic documents are complete.

8.8. EMR. If the Sheriff elects to have an EMR installed, Armor will use reasonable effort to allow the Sheriff to continue to utilize such EMR on the same terms and conditions applicable to Armor.

ARTICLE IX: TERM AND TERMINATION OF AGREEMENT

9.1. Term. This Agreement will be effective at 12:01 a.m. on _____, 2013, as to the providing of services hereunder. The initial term of this Agreement shall be two (2) years. Subject to Section 8.2, this Agreement may be extended upon mutual agreement of the parties, executed no less than ninety (90) days prior to the expiration of each term for four (4) additional one (1) year terms pursuant to the terms of this Agreement.

9.2. Termination. This Agreement may be terminated as provided in this Agreement or as follows:

(a) Termination by Agreement. In the event that each of the parties mutually agrees in writing, this Agreement may be terminated on the terms and date stipulated therein.

(b) Termination for Default. In the event either party shall give notice to the other that such other party has materially defaulted in the performance of any of its material obligations hereunder and such default shall not have been cured within thirty (30) days following the giving of such notice in writing, the party giving the notice shall have the right immediately to terminate this Agreement.

(c) Unrestricted right of termination by Sheriff further reserves the right to terminate this Contract at any time for any reason by giving Armor thirty (30) days' written notice by Certified Mail of such termination. In the event of said termination, Armor shall reduce its activities hereunder as mutually agreed to, upon receipt of said notice. Upon said termination, Armor shall be paid for all services rendered through the date of termination. This section also applies should the Milwaukee County Board of Supervisors require this Contract be terminated.

(d) Annual Appropriations and Funding. Both parties acknowledge that the performance of this Agreement and payment for medical services to Armor pursuant to this Agreement is predicated on the continued annual appropriations by the Board of County Commissioners of Milwaukee County to the Sheriff with specific funds allocated to meet the medical needs of the Inmates in the facilities and the Sheriffs ability to perform under this Agreement.

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(e) Armor may terminate if the Sheriff falls more than 15 days behind on timely payment to Armor. Armor may also terminate without cause by providing the Sheriff with no less than 180 days advance written notice.

9.3. Responsibility for Inmate Health Care. Upon termination of this Agreement, all of Armor's responsibility for providing health care services to all Inmates, including Inmates receiving health care services at sites outside the Facilities, will terminate.

9.4. Owner of Documents Upon Early Termination. Upon early termination of this Agreement prior to its expiration, copies of all finished or unfinished documents, studies, correspondence, reports or other products prepared by Armor for Sheriff shall be provided to the Sheriff.

ARTICLE X: COMPENSATION

10.1. Base Compensation. For each twelve (12) month period under the initial term of this Agreement, the base monthly compensation shall be invoiced in advance of the month in which services are provided. The Sheriff shall pay the base monthly compensation invoice by the end of the month of service. All monthly adjustments (e.g., withholds, per diems) shall be invoiced or credited, as the case may be, the following month. In the event this Agreement should terminate or be amended on a date other than the end of any calendar month, compensation to Armor will be prorated accordingly based on the fractional portion of the month during which Armor actually provided services. Any properly submitted invoice not paid within 30 days from receipt shall accrue interest at 1.5% per month until paid in full.

(a) For the first twelve (12) month period of the initial term of this Agreement, the Sheriff shall pay to Armor the base price sum of \$16,217,380.00 for an average daily inmate resident population up to 2500, payable in twelve (12) equal monthly installments. For each Inmate in excess of 2600 average daily inmate resident population, the Sheriff shall pay Armor a per diem of \$1.44. For each Inmate below 2400 average daily inmate resident population, Armor shall credit Sheriff a per diem of \$1.44.

(b) The Parties hereto acknowledge there may be legal and/or public challenges to the implementation of Armor services called for under this Agreement. Should Armor be required to suspend, in whole or in part, or terminate services due to such challenge, or otherwise at the request of the Sheriff, the Sheriff shall pay Armor all actual costs incurred up to the date services are suspended or terminated. Should Armor recommence services (in whole or in part) after services have been suspended (in whole or in part) or terminated, the Sheriff shall pay Armor's actual startup costs incurred to resume provision of services. Armor shall invoice Sheriff for such actual costs together with reasonable supporting documentation.

10.2. Inmate Population. The average daily inmate resident population shall be based upon the midnight count taken each day. The average daily inmate resident population counts are added for each day of the month and divided by the number of days in the month to determine the average monthly inmate population. The excess, if any, over the inmate population caps will be

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multiplied by the per diem rate and the number of days in the month to arrive at the increase in compensation payable to Armor for the month.

- (a) Should the Sheriff designate any other facility requiring the provision of health care services by Armor, the parties agree to negotiate the additional staff and compensation prior to Armor commencing services at the newly designated facility.

10.3. Compensation for Subsequent Periods. After the first twelve (12) month period, pricing will be adjusted based on the mutual written agreement of the Sheriff and Armor.

10.4. Failure to Perform/Reimbursement. For any services required to be performed by Armor under this Agreement, but that are performed by the Sheriff due to Armor's failure to perform, Armor shall reimburse Sheriff for those expenses and such expenses shall be reduced from the monthly payment due Armor under this Agreement.

10.5. Penalties.

Penalties to which Armor is subject are as follows:

- (a) The parties agree that no penalty shall be applied during the first 90 days following commencement of services under this Agreement.
- (b) Armor shall not be liable for a penalty when Armor's failure arises as a result of any reason beyond its control, including but not limited to physical facility limitations, strikes or labor disputes, inmate disturbances, acts of God, failure of Sheriff to fulfill Sheriff responsibilities under this Agreement, or any other similar causes beyond the reasonable control of Armor.
- (c) The Sheriff may assess Armor, on a monthly basis, a fine of One Hundred Fifty and 00/100 Dollars (\$150.00) for each Inmate History and Physical Examination not completed within the required fourteen (14) days after the day of booking. This fine will not be assessed if Armor's staff does not have reasonable access to any inmate in order to complete the history or examination.
- (d) The Sheriff may assess Armor, on a monthly basis, a fine of One Hundred Fifty and 00/100 Dollars (\$150.00) for each intake screening not initiated within 60 minutes of notification and reasonable opportunity to complete.
- (e) The Sheriff may assess Armor, on a monthly basis, a fine of One Hundred Fifty and 00/100 Dollars (\$150.00) for each hospital readmission deemed not to be medically necessary by a competent correctional healthcare physician.
- (f) The Sheriff may assess Armor, on a monthly basis, a fine of One Hundred Fifty and 00/100 Dollars (\$150.00) for each Armor subcontractor invoice not paid within 45 days of receipt of a clean invoice, unless the Sheriff has failed to timely pay Armor as set forth herein.

10.6. Inmates from Other Jurisdictions. Medical care rendered within the Facilities to Inmates from other jurisdictions housed in the Facilities pursuant to contracts between the Sheriff and such other jurisdictions will be the responsibility of Armor. Armor will arrange medical care that cannot be rendered in the Facilities, but Armor shall have no financial responsibility for such offsite services.

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10.7. Responsibility for Work Release Inmates. Notwithstanding any other provisions of this Agreement to the contrary, both parties agree that Inmates assigned to the work release program who are not housed at the Jail are personally responsible for the costs of any medical services provided to them. Armor may assist with arranging the necessary medical transportation for Inmates participating in the work release program who are not housed at the Jail to obtain medical care.

10.8. Changes in the Law. If any statute, rule or regulation is passed or any order, legal mandate or decree issued or any statute or guideline adopted which materially increases the cost to Armor of providing health care services pursuant to this Agreement, Armor and the Sheriff will agree on additional compensation to be paid by the Sheriff to Armor as a result of such changes; provided, however, that if the parties are unable to agree on appropriate compensation, Armor shall have no duty to comply with such changes until the matter has promptly been submitted to mediation according to the provisions of this Agreement and a resolution agreed upon.

ARTICLE XI: LIABILITY AND RISK MANAGEMENT

Armor agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Workers' Compensation laws and/or vicarious liability arising from employees, board, or volunteers. Such evidence shall include insurance coverage for Worker's Compensation claims as required by the State of Wisconsin, Commercial General Liability (which includes board, staff, and volunteers), Automobile Liability and Professional Liability in the minimum amounts listed below.

Automobile insurance that meets the minimum limits as described in the Agreement is required for all Armor vehicles (owned, non-owned, and/or hired). In addition, if any employees of Armor will use their personal vehicles to transport Milwaukee County employees, representatives or clients, or for any other purpose related to the Agreement, those employees shall have Automobile Liability Insurance providing the same liability limits as required of Armor through any combination of employee Automobile Liability and employer Automobile or General Liability Insurance which in the aggregate provides liability coverage, while employee is acting as agent of employer, on the employee's vehicle in the same amount as required of Armor.

Armor shall maintain Professional Liability coverage as listed below.

It being further understood that failure to comply with insurance requirements might result in suspension or termination of the Agreement.

Type of Coverage
Wisconsin Workers' Compensation
or Proof of all States Coverage

Minimum Limits
Statutory

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<u>Employers' Liability</u>	\$100,000/\$500,000/\$100,000
<u>Commercial General Liability</u>	
Bodily Injury & Property Damage	\$1,000,000 – Per Occurrence
Incl. Personal Injury, Fire, Legal	
Contractual & Products/Completed	\$1,000,000 – General Aggregate
Operations	
<u>Automobile Liability</u>	
Bodily Injury & Property Damage	\$1,000,000 Per Accident
All Autos – Owned, Non-Owned	
and/or Hired	
Uninsured Motorists	Per Wisconsin Requirements
<u>Professional Liability</u>	
To include Certified/Licensed Mental	\$1,000,000 Per Occurrence
Health and Licensed Physician or	\$5,000,000 Annual Aggregate
any other qualified healthcare provider	
as required by State Statute	

Should the statutory minimum limits change, it is agreed the minimum limits stated herein shall automatically change as well and the Sheriff shall automatically reimburse Armor for the associated increase premium.

Milwaukee County, as its interests may appear, shall be named as an “additional insured” on Armor’s Certificate of Insurance for general liability, and automobile insurance. Milwaukee County must be afforded a thirty day (30) written notice of cancellation or non-renewal. Disclosure must be made of any non-standard or restrictive additional insured endorsement. A certificate indicating the above coverages shall be submitted to the County.

If Armor’s Professional Liability insurance is underwritten on a Claims-Made basis, the Retroactive date shall be prior to or coincide with the date of this agreement, the Certificate of Insurance shall state that *professional malpractice or errors and omissions coverage, if the services being provided are professional services* coverage is Claims-Made and indicate the Retroactive Date. Armor shall maintain coverage for the duration of this agreement and for five (5) years following the completion of this agreement.

It is also agreed that on Claims-Made Professional Liability policies, either Armor or County may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by the County.

Binders are acceptable preliminarily during the provider application process to evidence compliance with the insurance requirements.

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All coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the Milwaukee County Risk Manager for approval prior to the commencement of activities under the contract.

Milwaukee County Risk Manager
Milwaukee County Courthouse – Room 302
901 N. 9th St.
Milwaukee, WI 53233

The insurance requirements contained within this agreement are subject to periodic review and adjustment by the County Risk Manager. Changes and adjustments resulting in a change in cost to Armor shall be reimbursed by the Sheriff.

ARTICLE XII: MISCELLANEOUS

12.1. Independent Contractor Status. The parties acknowledge that Armor is an independent contractor and that all medical care decisions will be the sole responsibility of Armor. Nothing in this Agreement is intended, nor shall they be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, joint employer or any other relationship allowing the Sheriff to exercise control or direction over the manner or method by which Armor, its employees, agents, assignees or its subcontractors perform hereunder.

12.2. Badges and/or Visitor Passes. All Armor employees will wear identification badges at all times in a visible manner. Armor shall return identification badges and/or visitor passes immediately after an employee's, subcontractor's, independent contractor's or per diem employee's resignation, removal, termination, or reassignment.

12.3. Subcontracting. Any subcontract shall include the obligations contained in this Agreement, and shall not relieve Armor of its obligation to provide the services and be bound by the requirements of this Agreement. The Sheriff and Armor each binds itself, its successors, assigns and legal representatives to the other party hereto and to the successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

12.4. Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered according to this section. Delivery shall be by overnight courier or certified or registered mail, return receipt requested postage prepaid, and addressed to the appropriate party at the following address:

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Notice to Milwaukee County

Richard Schmidt
Inspector
Milwaukee County Jail
949 North 9th Street
Milwaukee, WI 53233

Notice to Armor

Bruce Teal, CEO and
Kenneth Palombo, COO
Armor Correctional Health
Services Inc.
4960 S.W. 72nd Ave, Suite 400
Miami, Florida 33155

Or to such other respective addresses as the parties may designate to each other in writing from time to time.

12.5. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Wisconsin, notwithstanding any conflicts of law principles to the contrary.

12.6. Entire Agreement. This Agreement and exhibits attached specifically incorporated herein constitute 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. No modifications or amendments to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, requests for proposal, proposals, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.

12.7. Amendment. This Agreement may be amended or revised only in writing and signed by all parties.

12.8. Mediation of Disputes. Prior to bringing any lawsuit under this Agreement, the parties hereto agree to submit any and all disputes to pre-suit mediation under the Wisconsin Rules for Certified and Court-Appointed Mediators and the Wisconsin Rules of Civil Procedure, together with the rules of the American Arbitration Association or the Foundation for Dispute Resolution. The parties agree to share equally the cost of the mediation.

12.9. Waiver of Breach. The waiver by 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.

12.10. Enforcement. In the event either party incurs legal expenses or costs to enforce the terms of this Agreement, the prevailing party in any proceeding hereunder shall be entitled to recover the cost of such action so incurred, including without limitation, reasonable attorney's fees. The Sheriff's obligation under this section shall be to the extent permitted by law.

12.11. Other Contracts and Third-Party Beneficiaries. 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

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intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third party beneficiaries hereof.

12.12. 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 the Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

12.13. Force Majeure. Neither party shall be held responsible for any delay or failure in performance (other than payment obligations) to the extent that such delay or failure is caused by, without limitation, acts of nature, acts of public enemy, fire, explosion, government regulation, civil or military authority, acts or omissions of carriers or other similar causes beyond its control.

12.14. Default. Unless Armor's performance is specifically exempted by this Agreement, Sheriff shall be entitled to a credit or reimbursement for any reasonable cost the Sheriff incurs for any medical services required to be performed by Armor when and to the extent that Armor shall fail to perform and a thirty (30) day cure period has passed. The credit or reimbursement provided for in this section shall not be deemed to be the sole remedy of the Sheriff and the Sheriff is otherwise entitled to seek all other lawful remedies the Sheriff is entitled to under this Agreement, including any and all damages stemming from the failure of Armor to pay as is required under this Agreement.

12.15. Funding Sources. Both parties acknowledge that performance of this Agreement and payment for medical service to Armor pursuant to this Agreement is predicated on the continued annual appropriations by Milwaukee County to the Sheriff with specific funds allocated to meet the medical needs of the Inmates in the Jail and the Sheriff's ability to perform under this Agreement.

12.16. Permits and License. Armor acknowledges that it will maintain all relevant permits and licenses required for Armor to perform the services required by this Agreement, except those held by the Sheriff (e.g., pharmacy). This will include, but not be limited to licenses and permits for radiology (as allowed by law). Armor shall ensure that all individuals or entities performing the services required under this Agreement, including but not limited to its employees, agents, assignees, subcontractors or independent contractors shall be appropriately licensed, registered or certified as required by applicable law. Armor shall notify the Sheriff of any revocation, suspension, termination, expiration, restrictions, etc., of any required license, registration or certification of any individual or entity to perform the services herein specified.

12.17. Effect of this Agreement. This Agreement constitutes the complete understanding between the parties with respect to the terms and conditions set forth herein and supersede all previous written or oral agreements and representations. The terms and conditions of this Agreement shall control over any terms and conditions in any solicitation, request for proposal, proposal, purchase order, acknowledgment, or other written form. This Agreement may be modified only in writing that expressly references his Agreement and is executed by both of the parties hereto.

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12.18. Liaison. The Sheriff or his designee (so designated in writing by the Sheriff) shall be the liaison with Armor.

12.19. Authority. Each party hereto expressly represents and warrants that the person executing this Agreement is the legal, valid and binding representative of each party.

12.20. Sheriffs Correctional Healthcare Advocate. The Sheriff may designate a Correctional Health Care Monitor who will be its representative and who shall require Armor to meet all contract requirements; monitor Armor's compliance and any corrective action to resolve areas of non-compliance or deficiencies; recommend or assess liquidated damages/penalties based on non-compliance and as set forth within this Agreement; and facilitate any dispute resolution.

12.21. Appearances. Armor's representatives shall cooperate with the Sheriff as necessary for required court appearances related to medical services at the Facilities, which Armor staff time shall be counted toward hours worked.

12.22. Civic Groups. Upon mutual agreement of the Sheriff and Armor, Armor shall discuss the services provided under this Agreement with local civic groups or visiting officials.

12.23. Sheriff's Facilities. The Sheriff may prohibit entry to any Facilities or remove from Facilities any of Armor's subcontractors, independent contractors or employees who do not perform their duties in a professional manner, who violate the security regulations and procedures of the Sheriff, or who present a security risk or threat as determined in the sole discretion of the Sheriff. The Sheriff reserves the right to search any person, property or article entering any Facilities. Armor's employees, independent contractors, and subcontractors, their desks, lockers, personal effects, and vehicles parked in the premises are subject to search at any time. Sheriff reserves the right to require drug and alcohol testing of independent contractors or employees for due cause at the expense of the Sheriff.

12.24. Computer Security. Armor shall use its best efforts to ensure that any of its actions do not corrupt or infect any of Sheriffs computer equipment, computer software, data files, or databases. Any costs to the County for corruption and infection due to Armor's use thereof will be borne by Armor.

12.25. Media Requests. If media requests are received, Armor may be responsible for responding to the media after coordinating its response with Sheriffs Public Information Office.

12.26. Emergency Notification. Armor shall promptly notify the Sheriff of any unusual illnesses, any emergency care, any Inmate death, and any potential media concern.

12.27. Infection Control. Armor shall implement an infection control program which includes but is not limited to concurrent surveillance of staff and Inmates, prevention techniques, treatment, and reporting of infections in accordance with local, state and federal laws, OSHA and Governing Standards.

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12.28. Inmate Grievances, Complaints. Inmate complaints or grievances regarding services under this Agreement shall be forwarded to the Armor's Health Services Administrator or designee who shall promptly review the complaint or grievance, gather all information concerning the complaint or grievance, and take appropriate action in accordance with the Sheriff's grievance procedures. Armor shall respond to all Inmate complaints or grievances concerning services under this Agreement within seventy-two (72) hours of Armor's receipt of such complaint or grievance.

12.29. Utilization Review. Armor shall implement and operate a Utilization Review Program for the Sheriff.

12.30. Comprehensive Quality Improvement. Armor shall develop a comprehensive quality improvement program of regularly scheduled audits of all Inmate health care services provided under the Agreement, documentation of deficiencies, and plans for correction of deficiencies. The quality improvement plan shall include a provision for program and contract monitoring (peer review) by one or more "outside" detention health care consultant(s) on an annual basis. The results of the outside consultant's review(s) shall be shared with the Sheriff and available for NCCHC review accreditation. Armor shall bear all costs associated with the outside consultants.

12.31. Emergency Medical Master Plan. Subject to the approval of the Sheriff, Armor shall maintain procedures from the start date of this Agreement for the delivery of medical services in the event of a disaster, including but not limited to, fire, tornado, hurricane, epidemic, riot, strike or mass arrests. Such procedures shall be maintained and/or modified by Armor's Medical Director working closely with the Sheriff's staff and may include:

- (a) Communications system;
- (b) Recall of key staff;
- (c) Assignment of health care staff;
- (d) Establishment of command post;
- (e) Safety and security of the patient and staff areas;
- (f) Use of emergency equipment and supplies to include automatic external defibrillators (AED's);
- (g) Establishment of a triage area;
- (h) Triage procedures;
- (i) Medical records-Identification of injured

12.32 DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION SPECIFICATIONS

Armor shall make reasonable effort to comply with Milwaukee County Ordinance 56.30 and CFR 49 part 23, which have an overall goal of seventeen percent 17 % participation of certified disadvantaged, minority and/or women business enterprise (DBE/MBE/WBE's) on professional service contracts. In accordance with this, Armor shall ensure that qualified D/M/WBE's have the reasonable opportunity to participate in this project. It is understood and agreed that Armor, as outlined in the proposal, is currently unable to meet this commitment.

12.33 Indemnity. Armor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the Sheriff and County, and their agents, officers and employees, from and

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against all loss or expense including costs and attorney's fees (for attorneys provided by or approved by Armor), by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Armor, or its (their) agents which may arise out of or are connected with the activities covered by this agreement.

12.34 County ownership of Data. Upon completion of the work or upon termination of the contract, it is understood that any reports, information and data, given to or prepared or assembled by Armor under this Contract shall not be made available to any individual or organization by Armor without the prior written approval of the Sheriff. No reports or documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Armor.

12.35 Records and Audits Pursuant to §56.30(6)(d) of the Milwaukee County Code of Ordinances, Armor 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 Armor, 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 cost to Milwaukee County, unless such request is unreasonable, in which case Armor shall provide a cost to comply. Any subcontracting by Armor in performing the duties described under this contract shall subject the subcontractor and/or associates to the same audit terms and conditions as Armor. Armor (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.

12.36 Subcontracts. Assignment of any portion of the work by subcontract must have the prior written approval of County, which shall not be unreasonably withheld.

12.37 Independent Contractor Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between County or its successors or assigns and Armor or its successors or assigns. In entering into this Contract, and in acting in compliance herewith, Armor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.

12.38 Assignment This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other, which consent shall not be unreasonably withheld.

12.39 Prohibited practices

(a) Armor, during the period of this Agreement, shall not hire, retain or utilize for compensation any member, officer, or employee of County, or any person who, to the knowledge of Armor, has a conflict of interest.

(b) Armor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, an officer, or employee or his immediate family, may not solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby."

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Exhibit A

Tota Hours and FTEs by Position		
POSITION	Hrs/Wk	FTE
Health Services Administrator	40	1.00
Medical Director	40	1.00
Physician	60	1.50
ARNP	480	12.00
Director of Nursing	40	1.00
Assistant Director of Nursing	40	1.00
RN-Quality Assurance	40	1.00
RN-Infection Control	40	1.00
RN-Staff Development	80	2.00
RN-Supervisor	260	6.50
RN	1,240	31.00
LPN	1,040	26.00
CMA	240	6.00
Unit Clerk	200	5.00
Administrative Assistant	80	2.00
Medical Records Supervisor	40	1.00
Medical Records Clerk	360	9.00
Chief Psychiatrist	40	1.00
Psychiatrist	60	1.50
Director of Mental Health Services	40	1.00
Psychologist	40	1.00
Psychiatric Social Worker	480	12.00
Case Management	120	3.00
RN-MH	80	2.00
Dentist	40	1.00
Dental Assistant	40	1.00
Total Hours / FTE	5,260	131.50