

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 12th day of March, 2013 by and between Armor Correctional Health Services, Inc. having their offices at 4960 S.W. 72nd Avenue, Suite 400, Miami, FL 33155 (hereinafter "Contractor"), and Milwaukee County, by Sheriff David A. Clarke Jr., (hereinafter referred to as "County"). In consideration of the mutual promises contained in this agreement, County will pay Contractor no more than \$327,000.00 to provide Psychiatric Services at Milwaukee County Correctional Facility Central and Correctional Facility South. At such time as the fees for such professional services approach the \$327,000.00 amount, Contractor and County will discuss entering into a further extension or amendment of this agreement. Contractor shall commence services as soon as this Agreement is executed and continue thereafter as determined by Sheriff David A. Clarke Jr., in his capacity as a Sheriff of Milwaukee County.

Contractor and County agree that services will be provided at a rate of \$150 per hour plus \$12,000 for recruitment and placement of an onsite psychiatrist. Contractor shall provide the County with invoices that include the name of the individual psychiatrist who performed services, the actual hours worked, the task(s) performed, and any out-of-pocket expenses as may be authorized in advance by the County. Contractor's psychiatrist shall work 40 hours each week, Monday through Friday.

Term

This agreement shall become effective upon the date it is fully executed and continue for one (1) year.

Provisions

Nothing contained in this Agreement shall constitute, or be construed to create a partnership or joint venture between the County and Contractor. In entering into this Agreement and in performing the services required under it, Contractor will be acting at all times as an independent contractor.

Contractor shall indemnify Milwaukee County for, and hold it harmless from all liability claims and demands on account of injuries, loss or damage of any kind whatsoever, including worker's compensation claims, which arise out of, or are in any manner connected with the performance of the Agreement, based on injury or damage being caused by negligence or other fault of the Contractor, its subcontractors, if any, or the agents or employees of either. Contractor shall, at its own expense, investigate all claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and other costs and expenses arising from any such liability, damage, loss, claims, demands and actions.

Contractor agrees to permit authorized representatives of the Milwaukee County Auditor, after reasonable notice, the right to inspect and audit all records relating to the carrying out of this Agreement for a period of up to three years after completion of the Agreement. Contractor further understands that oral and written communication with Milwaukee County regarding the professional psychiatric services provided on behalf of the County are confidential. No aspect of Contractor's representation may be discussed with any individual other than Sheriff David A. Clarke Jr., or an individual designated by Sheriff David A. Clarke Jr., unless Contractor receives prior written authorization for such discussion.

All reports, correspondence, data and other material provided furnished, or assembled by Contractor for the purpose of legal representation to the County shall be the exclusive property of the County. No portion of the work covered by this Agreement may be assigned or subcontracted out without the prior written consent of the County.

Contractor hereby attests that it is familiar with, and agrees to abide by Milwaukee County's Code of Ethics which states, in part, "No person may offer to give to any County officer or employee or his

immediate family, may 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."

Indemnity

Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless the County, its agents, officers and employees, from and against all liability, including, but not limited to, costs and attorney's fees, all claims and causes of actions by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Contractor, or its (their) agents which may arise out of or are connected with any of the activities covered by this Contract. Notwithstanding the forgoing, because Contractor will be working under the direction of Milwaukee County personnel, Contractor shall not be liable and shall be defended and indemnified by Milwaukee County from and against any and all liability, including, but not limited to, costs and attorney's fees, all claims and causes of actions by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Milwaukee County to the extent such arise out of or relate to Contract personnel following direction of Milwaukee County personnel.

Insurance

Contractor shall purchase and maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims of tort, statutes, and benefits under Workers' Compensation laws, as respects damage to persons or property and third parties in such coverages and amounts as set forth below. Should Milwaukee request additional amounts, Contractor shall use reasonable effort to obtain such and Milwaukee shall reimburse County the actual cost associated therewith. Acceptable proof of such coverages shall be furnished to the Director of Risk Management and Insurance prior to services commencing under this Agreement.

Contractor shall provide evidence of the following coverages and minimum amounts.

It is understood and agreed that Contractor shall obtain information on the professional liability coverages of all sub-consultants and/or subcontractors in the same form as specified above for review of the County.

Type of Coverage	Minimum Limits
Wisconsin Workers' Compensation	Statutory (Waiver of Subrogation for Workers Comp by Endorsement)
Employer's Liability	\$100,000/\$500,000/\$100,000
Commercial Or Comprehensive General Liability	
General Aggregate	\$1,000,000 Per Occurrence
Bodily Injury & Property Damage	\$1,000,000 Aggregate
Personal Injury	\$1,000,000 Per Person
Contractual Liability	\$1,000,000 Per Occurrence
Fire Legal Liability	\$50,000 Per Occurrence
Professional Liability	
Errors & Omissions	\$1,000,000 Per Occurrence
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Accident
All Autos-Owned, non-owned	
Uninsured Motorists	Per Wisconsin Requirements

Milwaukee County, as its interests appear, shall be named as an additional insured for general, automobile, as respects the services provided in this Contract. Disclosure must be made of any non

standard or restrictive additional insured endorsement, and any use of non standard or restrictive additional insured endorsement will not be acceptable, a thirty (30) day written notice of cancellation, nonrenewal, or material change shall be afforded to the County.

The insurance specified above shall be placed with at least an A-/VIII rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin. Any deviations or waiver of required coverages or minimums shall be submitted in writing and approved by the County Director of Risk Management and Insurance as a condition of this Agreement. Waivers may be granted when surplus lines and specialty carriers are used. Certificate of Insurance shall be submitted for review to the County for each successive period of coverage for the duration of this Agreement. A copy of this Agreement shall be binding and regarded as if signed in the original. Notices to Milwaukee County provided for in this Agreement shall be sufficient if sent by mail, postage prepaid, addressed to:

Milwaukee County Office of the Sheriff,
Sheriff David A. Clarke, Jr.,
821 West State Street, Room 107,
Milwaukee, WI 53233-1488,

and notices to Contractor shall be sufficient if sent by mail to:

Armor Correctional Health Services, Inc.,
Attention Law Department,
4960 S. W. 72nd Avenue, Suite 400,
Miami, FL 33155.

TERMINATION BY CONTRACTOR

Contractor may, at its option, terminate this contract upon the failure of the County to pay any amount which may become due hereunder for a period of thirty (30) days following submissions of appropriate billing and support documentation. Upon said termination, contractor shall be paid the compensation due for all services rendered through the date of termination including any retainage.

TERMINATION BY COUNTY FOR VIOLATIONS BY CONTRACTOR

If Contractor fails to fulfill its obligations under this contract in a timely and proper manner, or violates any of its provisions, County shall thereupon have the right to terminate it by giving thirty (30) days written notice of termination of contract, specifying the alleged violations and effective date of termination. It shall be terminated if, upon receipt of the notice, contractor promptly cures the alleged violation prior to the end of the thirty (30) day period. In the event of termination, the County will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by contractor for use in completing this contract.

UNRESTRICTED RIGHT OF TERMINATION

Both party reserves the right to terminate this contract at any time for any reason by giving the other party thirty (30) days written notice by Certified Mail of such termination. In the event of said termination, Contractor shall reduce its activities hereunder as mutually agreed to, upon receipt of said notice. Upon said termination, contractor shall be paid for all services rendered through the date of termination. This section also applies should the Milwaukee County Board of Supervisors fail to appropriate monies required for the completion of the contract. If Contractor exercises their unrestricted right of termination the \$12,000 fee will be refunded to County on a prorated basis at a rate of \$1,000 per month of unfulfilled services.

If Contractor's Psychiatrist quits or is terminated for cause, Contractor will use reasonable efforts to locate a replacement, but given that Contractor is not in the business of leasing employees, Contractor may, without penalty, opt to immediately terminate this Agreement, and shall refund a prorated portion of the \$12,000 fee at a rate of \$1,000 per month of unfulfilled services. It is understood by both parties that Contractor is leasing the psychiatrist under this Agreement as an accommodation to the County.

MISCELLANEOUS

Upon termination, Contractor shall cease providing professional psychiatric services and shall turn over all work product to the County.

During the period of this Agreement, Contractor shall not hire, retain or utilize for compensation any member, officer, or employee of Milwaukee County or any person who, to the knowledge of Contractor, has a conflict of interest. This Agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Agreement constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereunder in compliance with all applicable state, local, or federal laws, rules, regulations and orders.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day, month, and year first above written.

Milwaukee County

Contractor

Kevin A. Clarke Jr.
Sheriff's Office Date

[Signature]
Chief Operating Officer 3/12/2013
Date

Approved as to appropriate use of form and independent contractor status

Reviewed by Risk Management

Deputy
Wade G. Hoag 3/12/13
Corporation Counsel Date

[Signature] 3/12/13
Risk Manager Date
Approved as to insurance requirements

Approved with regards to Chapter 42 County General Ordinances:

[Signature] 3-12-13
CDBG Director Date