

BILL NO.: 18-1109

ORDINANCE NO.: 18-

0456

INTRODUCED BY: COUNCIL MEMBER (s)

Reuter

1 **AN ORDINANCE AWARDING BIDS FOR CERTAIN PRODUCTS AND**
2 **SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN THE**
3 **RESPONSES TO CERTAIN INVITATIONS FOR BID AND REQUESTS FOR**
4 **PROPOSALS FOR HEALTH CARE SERVICES – JUVENILE 2019; AND**
5 **AUTHORIZATION FOR THE COUNTY EXECUTIVE TO EXECUTE ANY**
6 **NECESSARY AGREEMENTS OR CONTRACTS TO EFFECTUATE THE**
7 **AWARD OF THE BIDS AND PROPOSALS.**

8 **WHEREAS**, Jefferson County, Missouri, (hereafter, the “County”) in response to
9 certain Invitations for Bids and Requests for Proposals issued by the County, received bids
10 and proposals for the following items or services:

11 BID NAME

12 Health Care Services - Juvenile 2019

13 NUMBER OF BIDS RECEIVED

14 1

15 DATE OF BID OPENING

16 10-16-2018

17 **WHEREAS**, after reviewing the bids and proposals set forth above, the Jefferson
18 County Juvenile Office has determined that certain bids and proposals represent the lowest

FILED
NOV 16 2018
RANDY B. HOLMAN
COUNTY CLERK, JEFFERSON COUNTY, MO

1 and best bid for the respective items or services and met the bid or proposal specifications
2 issued by the County; and

3 **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best interest
4 of the County to award the bids and proposals to Advanced Correctional Healthcare, Inc.,
5 for a term from 1-1-19 to 12-31-19 upon approval by the County Council and County
6 Executive for **up to \$98,266.11 per term, for total amount not to exceed \$98,266.11 for**
7 **the term**, subject to budgetary limitations.

8 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**
9 **AS FOLLOWS:**

10 Section 1. The County awards the following bids and proposals which are
11 incorporated by this reference as if fully set out herein, to the lowest and best vendor(s)
12 bidding for each respective item or service as follows:

13 BID NAME

14 Health Care Services - Juvenile 2019

15 TERM

16 1-1-19 to 12-31-19

17 with one (1) additional renewal option

18 Upon approval by the County Council and County Executive

19 AMOUNT

20 **Up to \$98,266.11 per term,**

21 **for total amount not to exceed \$98,266.11 for the term,**

22 **subject to budgetary limitations**

AWARDED BIDDER

Advanced Correctional Healthcare, Inc.

The Jefferson County, Missouri, Council hereby authorizes the County Executive to execute the agreement attached hereto and incorporated herein by Reference as Exhibit “A” and any agreements or contracts necessary to effectuate the award of the bids and proposals set forth in this Ordinance. The County Executive is further authorized to take any and all actions necessary to carry out the intent of this Ordinance.

Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses thereto, and any contracts or agreements shall be maintained by the Department of the County Clerk consistent with the rules and procedures for the maintenance and retention of records as promulgated by the Secretary of State.

Section 4. This Ordinance shall be in full force and effect from and after its date of approval. If any part of this Ordinance is invalid for any reason, such invalidity shall not affect the remainder of this Ordinance.

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Don Bickowski

yes

Council Member District 2, Renee Reuter

yes

Council Member District 3, Phil Hendrickson

yes

Council Member District 4, Charles Groeteke

yes

Council Member District 5, Daniel C. Darian

yes

Council Member District 6, Daniel Stallman

yes

Council Member District 7, James Terry

yes

THE ABOVE BILL ON THIS 13th DAY OF November, 2018:

✓

PASSED

FAILED

Don Bickowski

Don Bickowski, County Council Chair

Pat Schlette

Pat Schlette, Council Administrative Assistant

THIS BILL WAS ✓ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 15TH DAY OF NOVEMBER, 2018.

THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2018.

Kenneth B. Waller

Kenneth B. Waller, Jefferson County, Missouri, Executive

ATTEST:

Randy B. Holman
Randy B. Holman, County Clerk

BY: Katherine E. Missey

Reading Date: 11-13-2018



JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
 729 MAPLE ST / PO BOX 100
 HILLSBORO MO 63050
 WWW.JEFFCOMO.ORG



BID #: 18-0071

Request for Proposal: HEALTH CARE SERVICES – JUVENILE 2019 Date Issued: 9-5-2018

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, OCTOBER 16, 2018, AT 2:00 P.M. LOCAL TIME.

**Specification
Contact:**

MARK AKINS
 Juvenile Department
 636-797-5347
 Mark.Akins@courts.mo.gov

**Contract
Contact:**

VICKIE PRATT
 Department of Administrative Services
 636-797-5380

**Mail (3) Three
Complete Copies
With Vendor And
Proposal
Information As
Shown In Sample:**

SAMPLE ENVELOPE

VENDOR NAME	
VENDOR ADDRESS	
CONTACT NUMBER	DEPARTMENT OF THE COUNTY CLERK
	JEFFERSON COUNTY MISSOURI
	729 MAPLE ST / PO BOX 100
	HILLSBORO MO 63050-0100
SEALED PROPOSAL: (PROPOSAL NAME)	

Contract Term:
 ONE YEAR CONTRACT
 WITH A ONE YEAR
 RENEWAL OPTION
 UPON APPROVAL OF THE
 COUNTY COUNCIL AND
 COUNTY EXECUTIVE

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Proposal, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

**Vendor
Information:**

Advanced Correctional Healthcare, Inc.	Jessica Young, Esq., CCHP
Company Name	Authorized Agent (Print)
3922 W. Baring Trace	
Address	Signature
Peoria, IL 61615	President
City/State/Zip Code	Title
309-692-8100	10/12/2018
Telephone #	Date
jessica.young@advancedch.com	36-4495255
E-mail	Tax ID #
	309-214-9977
	Fax #

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REQUIRED DOCUMENTS

1. Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.
(County must be added as additional insured if awarded)
- 2a. Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)
Obtain receipts at <http://jeffersonmo.devnetwedge.com>
Or
- 2b. A notarized affidavit, on company letterhead stating that the applicant does not own any real or personal property in Jefferson County, Missouri.
3. A Notarized affidavit of work authorization and current business entity status with E-verification documentation (pages 9 & 10).
4. Agreement to be executed by the County upon approval by the County Council and County Executive (Bidder is required to complete company information and execute signature).
5. Cooperative Bid Form (last page)
6. All pages of the Invitation for Bid/Request for Proposal must be used when submitting your bid/proposal response along with initialing each page with the bid/proposal. Additional information may be included separately.
7. Bid deposits/bonds must be in the exact amount as stipulated in the bid. (if required)

***BIDS MAYBE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED AT DISCRETION OF THE COUNTY**

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PROPOSAL REQUIREMENTS

Bidder shall initial all pages and return where the Bid Document denotes

"BIDDER'S INITIALS:"

A. DEFINITIONS:

1. The term "County" means the Jefferson County, Missouri and its designated representatives.
2. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
3. The term "RFP" means Request for Proposal.
4. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

B. PROPOSAL SUBMISSION:

Submit bid form in original (one original) and two (two copies) with all specification pages, if applicable. No facsimile or electronic proposals shall be accepted and shall be rejected. A fully executed Affidavit is required by Section 285.530 RSMo., and shall be submitted with the proposal form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the proposal being rejected. Vendor shall comply with the requirements of Sections 285.525 to 285.555 of the Revised Statutes of the State of Missouri. If any part of the work is subcontracted, each subcontractor shall comply with the same requirements of this specification. No contractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Vendor and any of its subcontractors, shall, by sworn affidavit and provision of documentation, affirm their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Vendor and its subcontractors shall also sign an affidavit affirming that they do not knowingly employ any person who is an unauthorized alien.

Prevailing Wage Vendor and its subcontractors shall pay not less than the prevailing hourly rates of wages, as determined by the Labor and Industrial Relations Commission of Missouri. Vendor shall abide by the most current Annual Wage Order published by the Missouri Department of Labor and Industrial Relations or other similar resources and publications. Failure to comply with any provision, provide any required documentation, insurance forms or deposits or bonds in exact amounts or any other term or condition that is not in strict conformance shall result in the bid being rejected.

C. BASIS OF PROPOSAL AWARD:

Award may be made on an item-by-item basis to the lowest and best proposals or award may be made to the lowest and best proposal total, whichever is in the best interest of the County. County may reject any or all proposals for any reason and may waive any informality. Proposals submitted from a Missouri State Contract shall include a copy of the State Contract with the proposal.

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no proposal or proposals have been awarded by the County Council within forty-five (45) days following the opening of the proposal then all proposals will be deemed rejected.

D. PROPOSAL PREPARATION:

1. Vendors are responsible for examination of drawings, specifications, schedules and instructions.
2. Each Vendor shall furnish the information required by the invitation. The vendor shall sign all required documents. All deletions and erasures shall be initialed.
3. Alternate proposals for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Vendor shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the Request for Proposal.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

E. MODIFICATION OR WITHDRAWAL OF PROPOSALS:

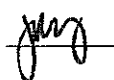
Proposals may be modified or withdrawn prior to the exact hour and date specified for receipt of proposals, provided the modification or withdrawal is in writing and is delivered in the same manner as a proposal submission.

F. LATE PROPOSALS:

It is the responsibility of the vendor to deliver his proposal or proposal modification on or before the date and time of the proposal closing to the Department of the County Clerk of Jefferson County. Proposals received late will be rejected and returned unopened to the vendor.

G. BID DEPOSITS/BONDS:

Bid Deposits/Bonds are not required unless specified in the specifications. Bid deposits/Bonds must be in the exact amount as stipulated in the bid.



H. MATERIAL AVAILABILITY:

Vendors must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of proposal and delivery time. It is the responsibility of the vendor to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

I. ALTERNATE PROPOSALS:

Where required, vendors must submit complete specifications on all alternate proposals with the proposal form. Alternate proposals without complete specifications may be rejected. Alternate proposals and exceptions to proposal clauses must be clearly noted on the proposal form. The County may accept or reject alternate proposals; whatever is most advantageous to the County.

J. INCORPORATION OF DOCUMENTS:

The terms of the proposal invitation, proposal specifications, proposal form are and shall be incorporated into the contract as if fully setout therein. The Proposal, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

K. ADDENDA:

Addenda to proposal specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of proposal forms. Verification is made by contacting the Department of Administrative Services or by reviewing the County Web Site. (www.jeffcommo.org).

L. INSURANCE:

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at it's own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE MUST BE PROVIDED WITH EACH BID. JEFFERSON COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A. ☒ Required ☐ Not Required **Comprehensive General Liability Insurance**

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. ☒ Required ☐ Not Required **Professional Liability Insurance**

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

C. ☒ Required ☐ Not Required **Worker's Compensation Insurance:**
per Missouri Revised Statutes Chapter 287

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The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

M. PROPOSAL OPENINGS:

Proposals will be publicly opened and read aloud at the time indicated on page 1. The vendors and the public are invited but not required to attend the formal opening of the proposals. No decisions relating to the award of a contract or agreement will be made at the opening.

N. PROPOSAL TABULATIONS:

Proposal Tabulations will be available 5 to 7 business days following the proposal opening. Proposal submissions are open for public review at the time of the proposal opening. Proposal tabulations are posted on the County's web-site address, www.jeffcommo.org, under the services tab, Invitation for Bid/Request for Proposal link. **NO COPIES** of proposal tabulations are sent to vendors.

PROPOSAL FORM AND CONTRACT

A. PROPOSAL REPRESENTATIONS:

The vendor, by executing the proposal form certifies that:

1. The proposal complies with Request for Proposal, Form and Proposal Specifications.
2. The vendor is not debarred or suspended from participation in Federal Assistance programs.

B. TAXES:

No bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective bidder may be required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County. Tax receipts for the past 3 years are required and may be obtained at <http://jeffersonmo.devnetwedge.com/> or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

C. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

1. The prices in the proposal shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Vendor or other person.
2. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Vendor prior to opening; or
3. No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal.

D. PRICE:

The price(s) specified in this proposal shall be firm and not subject to contingency or reservation. The vendor represents prices specified in the proposal do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the vendor's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **Proposal prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County).** Prices shall be firm for ALL County departments and locations for term of the agreement.

E. MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

Vendor represents that the goods provided comply with Sections 34.350 to 34.359, RSMo., known as the Domestic Product Procurement Act. The act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Vendor shall include proof of compliance with the Act with the proposal.

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F. NON-EXCLUSIVE AGREEMENT:

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

H. INSPECTION, ACCEPTANCE AND APPROVALS:

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

I. WARRANTY:

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

J. PAYMENT:

County will pay Supplier for goods upon delivery to, submission of certified invoices and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

K. CHANGE ORDER:

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

L. DELIVERIES:

Deliveries shall be made in strict accordance with any delivery schedule contained in the proposal specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

M. RESPONSIBILITY FOR SUPPLIES:

Pursuant to Section 290.560 RSMo., Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

N. SUBCONTRACTS:

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

O. CHOICE OF LAW:

This proposal and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

P. TERMINATION:

1. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County. Termination shall be affected by delivery to Supplier of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. If such notice does not state termination is pursuant to subparagraph 2, 3, or 4 of this paragraph, County shall have the right to so indicate within thirty (30) days. If no notice is delivered within the thirty (30) day period, or such longer periods as is mutually agreed to by the parties, the original Notice of Termination shall be deemed to be issued pursuant to subparagraph 1 of this paragraph.
2. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability.
3. Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.
4. Default: County may terminate the whole Contract or any part in either of the following circumstances:
 - a. If supplier fails to deliver the items required by the contract within the time specified; or
 - b. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
 - c. In the event of the Supplier's non-compliance with the provisions as set forth. This Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

Q. NOTICE AND SERVICE THEREOF:

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the proposal form.

R. CONTRACT TERM:

Performance shall be governed solely by the terms and conditions as set forth in the Request for Proposal, Proposal Specifications, Proposal Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

S. COMPLIANCE WITH APPLICABLE LAWS:

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended.

T. ACTS OF GOD:

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

U. SELLER'S INVOICES:

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

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V. APPROVAL:

It is agreed the acceptance of a proposal shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council and County Counselor.

W. INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

Indicate: ☐ Individual: ☐ Partnership: ☒ Corporation.

Incorporated in the State of Illinois.

X. LITIGATION:

This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

Y. LANGUAGE: Bids and all related documents will only be accepted in the English Language.

THE INVITATION FOR BID / REQUEST FOR PROPOSAL NOTICES ARE POSTED ON THE JEFFERSON COUNTY, MISSOURI WEBSITE AT WWW.JEFFCOMO.ORG LOCATED UNDER THE SERVICES TAB, INVITATION FOR BID / REQUEST FOR PROPOSAL LINK.

SPECIFICATION
CONTACT

MARK AKINS – JUVENILE DEPARTMENT – 636 797 5347

JANET SCHMIDT – JUVENILE DEPARTMENT – 636 797 5029

AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo., definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Jessica Young (Name of Business Entity Authorized Representative) as
President (Position/Title) first being duly sworn on my oath, affirm
Advanced Correctional Healthcare, Inc. (Business Entity Name) is enrolled and will continue to participate in the
E-Verify federal work authorization program with respect to employees hired after enrollment in the program
who are proposed to work in connection with the services related to Bid # 18-0071
(Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor,
if awarded in accordance with subsection 2 of section 285.530, RSMo., I also affirm that
Advanced Correctional Healthcare, Inc. (Business Entity Name) does not and will not knowingly employ a person
who is an unauthorized alien in connection with the contracted services related to
Bid # 18-0071 (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of
the grant, subgrant, contract, or subcontract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Jessica Young
Authorized Representative's Signature Printed Name

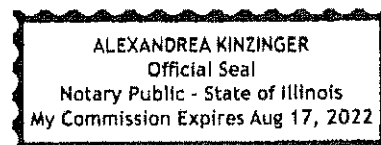
President
Title
10/12/2018
Date

Subscribed and sworn to before me this 12 of October 2018. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of Peoria, State of
(NAME OF COUNTY)

Illinois, and my commission expires on Aug 17, 2022.
(NAME OF STATE) (DATE)

Alexandrea Kinzinger
Signature of Notary Date 10.12.18



AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that Advanced Correctional Healthcare, Inc. (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo., pertaining to section 285.530, RSMo., as stated above.

Jessica Young
Authorized Business Entity
Representative's Name
(Please Print)


Authorized Business Entity
Representative's Signature

Advanced Correctional Healthcare, Inc.
Business Entity Name

10/12/2018
Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- ☒ Enroll and participate in the E-Verify federal work authorization program
(Website: <http://www.dhs.gov/e-verify>;
Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- ☒ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

SPECIFICATIONS

The Jefferson County Juvenile Court is requesting bids for health care for the Jefferson County Juvenile Detention Facility, a secure juvenile detention center. The Jefferson County Juvenile Court reserves the right to accept or reject any and all bids in whole as deemed in the best interest of the Jefferson County Juvenile Detention Facility. In determining the most advantageous bid, the Jefferson County Juvenile Court reserves the right to consider quality, manufacturer and dealer accountability, independent of price.

HEALTH CARE FOR JUVENILE DETENTION

The health care physician or his/her agent shall:

1. Use its best efforts to identify and arrange to provide medical services on behalf of the Jefferson County Juvenile Detention Facility based on a maximum population of 23. The physician(s), his/her agent and the Jefferson County Juvenile Detention Facility shall set scheduling of such services upon mutual agreement.
2. During such services the physician shall be under the supervision of the Jefferson County Juvenile Detention Facility and subject to its rules and regulations. If an agent is providing the physician, that agent shall not exercise any control over the performance of the professional and administrative duties of the physician. The agent shall not be responsible for patient care.
3. Physician(s) shall be subject to a background check and shall furnish to the Jefferson County Juvenile Court their credentials and shall assist as appropriate in obtaining institutional privileges, namely Jefferson Regional Medical Center.
4. Physician(s), at their own expense, in the professional liability insurance policy shall be insured with the dollar limitation (\$1 million/\$3 million + tail) and terms of the policy while the physician(s) is rendering medical services on behalf of the Jefferson County Juvenile Detention Facility.
5. Agree to indemnify and hold the Jefferson County Juvenile Detention Facility, the Jefferson County Juvenile Office, and Jefferson County Juvenile Court harmless if any of those parties are made party to any civil, criminal, administrative, or investigative action by reason of any acts of omissions by the physician, against expenses, to include attorney fees, judgments, fines and amounts paid in settlement thereof.
6. Agree to provide on-site/off-site mental health services including basic mental health screenings with on-call availability 24-hours a day, seven days a week.
7. Agree to provide pharmaceuticals, hospitalization, laboratory and medical supplies.
8. Agree to provide physician services with on-site visits one time per week during normal business hours, with on-call availability 24-hours a day, seven days a week. In addition, agree to provide a package for New Hire Physicals and monthly Employee Random Drug Testing.
9. Agree to provide a certified nurse practitioner, advanced practice nurse in a collaborative practice agreement with a licensed physician, or a registered nurse who is under the supervision of a licensed physician for daily on-site visits, Monday through Friday, for purpose of sick call, patient care and medication dispensation. The assigned nurse shall remain on-site at least 4 hours per day.
10. Agree to provide the following administrative and support services: program development, program management, risk management, healthcare staff recruiting, healthcare training, medical records and billing management, management reports, utilization review and cost control, policy and procedure development.
11. Agree to provide the following on-site services: preliminary health screening, physician care, pharmaceuticals, emergency care, comprehensive physical assessment, vision, hearing and dental services.

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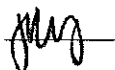
12. Agree to provide the following off-site services: hospital outpatient and emergency services, inpatient hospitalization, inpatient physician care, medical specialty referral, emergency transportation by ambulance, laboratory and diagnosis testing and surgery.
13. Agree to bill all fees for medical services provided through Missouri Medicaid Insurance. Medicaid shall be considered the primary means of payment for services rendered.
14. Will operate based on basic health care standards established by the Missouri Juvenile Justice Association, Missouri Department of Social Services and Missouri Department of Mental Health.
15. Will provide on-site RN nursing services twenty-five (25) hours per week.
16. Each resident is to undergo a preliminary health screening. The screenings are completed on a form that has been approved by the responsible physician. The nursing staff reviews the intake screenings and triages medical needs, concerns or requests as appropriate. Within 5 days of arrival, a health assessment is completed by the nursing staff. The health assessment includes:
 - i. Review of the Receiving Health Screening
 - ii. Review of the initial Dental Screening
 - iii. Medical Examination, including review of mental and dental status
 - iv. Recording of height, weight, pulse, blood pressure, and temperature
 - v. Collection of additional data to complete the medical, dental, mental health, and immunization histories
 - vi. Laboratory and/or diagnostic test to detect communicable disease
 - vii. Review of the results of the medical examination, tests and identification of problems by the site physician
 - viii. Development and implementation of treatment plan, including recommendations concerning housing and program participation
 - ix. Dental hygiene services, education, and instruction
 - x. Initiation of therapy when appropriate
 - xi. Other tests and examinations as indicated

1.1.5 **FINANCIAL LIABILITY LIMIT.** The Service Provider's total financial responsibility for the cost of prescription pharmaceuticals or prescribed over-the-counter medications not covered by Missouri Medicaid Insurance, County requested and the Service Provider's approved medical supplies and equipment, inpatient hospital services, outpatient hospital services, mobile services, specialty services, dental care, laboratory, x-ray, diagnostic testing, consultation services, and medically indicated ambulance transportation provided off-site or by mobile unit to Jefferson County Juvenile Detention Facility residents shall be limited to an aggregate amount of ten thousand dollars (\$10,000.00) per 12 month contract term with the COUNTY responsible for all pharmaceuticals, off-site, specialty and mobile service costs exceeding the aggregate limit.

1.1.5.1 The date of service, or date of admission in the case of a hospital visit, shall be used to determine the calendar month in which the expenses are to be applied toward the \$10,000.00 12-month aggregate limit. Any costs exceeding the \$10,000.00 12-month aggregate limit will be reconciled back to the COUNTY at the time the costs exceed the limit or monthly as needed.

1.1.5.2 Any monies remaining in the 12-month financial liability pool after receipt of invoices for services will be shared with the County at a rate of 90% County/10% Service Provider within 90 days after the 12-month period. Receipts for services received more than 90 days after the close of the 12-month financial liability pool period will be forwarded to the County for payment. The Service Provider shall not be financially responsible for any offsite costs exceeding the \$10,000 annual pool.

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



The Jefferson County Juvenile Office shall:

1. Require that bids be based on a rate when on-call and services are required via telephone. The physician will be available as needed at his/her office, home, hospital or elsewhere by appropriate paging service.
2. Require physician to be available for sick call on a weekly basis and assigned nurse to be available for sick call on a daily basis with hours set to see all who are on sick call. This will be based on mutual agreement between the physician, his/her agent and the Jefferson County Juvenile Detention Facility.
3. Agree to act in good faith regarding the process of reviewing of physician's credentials, providing initial orientation for the physician, and supporting the physician's efforts in the delivery of medical services to patients during these assignments.
4. Require that this agreement may be terminated by either the Jefferson County Juvenile Court, the physician or his/her agency for any reason by giving written notice to the other parties 60 days prior to the termination date, provided all fees have been paid in full. The agreement shall be renewed each year and remain in force until an additional agreement can be made.

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this 12th day of October 2018:

Advanced Correctional Healthcare, Inc.

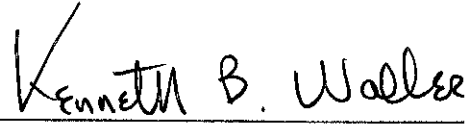
Company Name

County of Jefferson, State of Missouri


Signature

Jessica Young

Print


Kenneth B. Waller County Executive

Company Address: _____

3922 W. Baring Trace

Peoria, IL 61615

Phone: 309-692-8100

I hereby certify under section 50.660 RSMo., there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.


County Auditor

APPROVED AS TO FORM


County Counselor

A
Acting

COOPERATIVE BID FORM

Bid Name: Health Care Services - Juvenile 18-0071

INSTRUCTIONS: Bidders **MUST** fill out this form as part of the bidding process and attach to your bid response to Jefferson County, Missouri.

COOPERATIVE PROCUREMENT CONTRACT

This is a cooperating supply contract in accordance with Chapter 130, Section 130.020, K.S., of the Procurement Policy and Procedures, Jefferson County Code of Ordinances.

Will you extend bid prices, cash terms, and all other terms and conditions of any contract resulting from this bid with Jefferson County, Missouri, to any Jefferson County, Missouri, Municipality, government agency, district, sub-district or other tax-supported entity?

Yes X No _____

Although agreeing to the extension of the terms of this contract to municipalities or other tax-supported entities, *is not a prerequisite for award*, Jefferson County, Missouri, may take this factor into consideration if tie bids are received, in addition to the normal Terms and Conditions of the Invitation for Bid, enclosed herewith as a part of this bid.

**Bidders are encouraged to extend contract prices to
Municipalities and any other tax-supported entities.**

If agreeable to the above, state the **minimum** dollar value *per order* you will require from a Municipality or any other tax-supported entity (**this shall not apply to Jefferson County, Missouri Government, Departments or Divisions**):

MINIMUM DOLLAR VALUE PER ORDER: \$ N/A

BY: Jessica Young

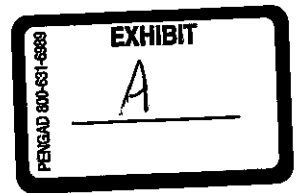
TITLE: President

COMPANY: Advanced Correctional Healthcare, Inc.

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone 304.692.8100 E-mail jessica.young@advancedeh.com

**THIS FORM WILL BECOME PART OF THE BID DOCUMENT PACKAGE SUBMITTED TO
JEFFERSON COUNTY, MISSOURI**



AGREEMENT FOR THE PROVISION OF JUVENILE HEALTH SERVICES
JEFFERSON COUNTY, MISSOURI

This Agreement for the Provision of Juvenile Health Services (hereinafter referred to as the "AGREEMENT"), effective as of the date of the last signature hereto, entered into by and between Jefferson County, located in the State of Missouri, (hereinafter referred to as the "COUNTY"), and Advanced Correctional Healthcare, Inc. (hereinafter referred to as "ACH"), an Illinois corporation.

RECITALS

WHEREAS, the COUNTY desires to provide correctional healthcare services to the juveniles of the Jefferson County Juvenile Detention Facility (hereinafter referred to as the "FACILITY"); and

WHEREAS, ACH is a corporation which provides correctional healthcare services in incarceration facilities.

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

DEFINITIONS

HOLIDAYS - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

ARTICLE 1:
ACH

- 1.1 **DENTAL CARE.** ACH will provide dental triage screenings for juveniles for the purpose of identifying serious dental needs. POOL money will pay for any costs associated with dental care.
- 1.2 **ECTOPARASITES.** For juveniles presenting with symptoms of ectoparasitic infection (as determined by the ACH practitioner), ACH will provide and pay for medically indicated treatment. For juveniles without symptoms of ectoparasitic infection, ACH will provide treatment at the COUNTY's request, and the COUNTY will be responsible for the cost of the treatment. ACH will not be responsible for facility cleaning for ectoparasites.
- 1.3 **ELECTIVE CARE.** ELECTIVE CARE is defined as care which, if not provided, would not, in the opinion of ACH's practitioner, cause the patient's health to deteriorate. ACH will not pay for ELECTIVE CARE for juveniles.
- 1.4 **JUVENILE LABOR.** Juveniles will not be employed or otherwise utilized by ACH.
- 1.5 **MEDICAL CLAIMS RE-PRICING.** ACH will re-price medical claims. Once claims are received, ACH will calculate the applicable discount (if any) and confirm the integrity of the claim prior to payment.
- 1.6 **MEDICAL SUPPLIES (DISPOSABLE).** ACH will pay for and provide disposable medical supplies intended for one-time use, not to include durable or reusable medical supplies. Typical disposable medical supplies expected in a medical unit would be tongue blades, Band-Aids, gauze pads, medical tape, sterile water, saline, pregnancy tests, blood sugar strips, peak flow mouth pieces, O2 tubing, urine test strips, syringes, gloves **for the medical staff**, med cups, lancets,

ammonia ampules, cotton-tip applicators, and alcohol preps. ACH will have the final say of what is a disposable medical supply.

- 1.7 MOBILE SERVICES. MOBILE SERVICES are defined as laboratory services that are drawn on-site and sent off-site for testing, and any ancillary medical services in which a provider comes on-site to perform work using the provider's equipment and/or staff, including, but not limited to X-ray services. POOL money will pay for any costs associated with MOBILE SERVICES.
- 1.8 OFF-SITE SERVICES. OFF-SITE SERVICES are defined as medical services including, but not limited to, consultation services, dental care not performed on-site, diagnostic testing, hospital services, medically-indicated emergency ground ambulance transportation, mental health services not performed on-site, laboratory services that are drawn off-site, and specialty services. POOL money will pay for any costs associated with OFF-SITE SERVICES.
- 1.9 OFFICE SUPPLIES (DISPOSABLE). ACH will provide disposable office supplies, such as medical charts, paper, pens, staples, and Post-It notes which are required for the provision of juvenile healthcare services. POOL money will pay for disposable office supplies, but not to include postage.
- 1.10 OTHER SERVICES AND EXPENSES. ACH may not provide and will not pay for any services, supplies and/or equipment which are not specifically contained in this AGREEMENT.
- 1.11 PHARMACEUTICALS. ACH will dispense pharmaceuticals in accordance with applicable laws. POOL money pays for all pharmaceuticals not otherwise paid for by Medicaid.
- 1.12 POOL. The COUNTY will have a POOL of ten thousand dollars (\$10,000) to be used every twelve (12) months (hereinafter referred to as the "POOL"). The POOL money will be spent as indicated in this AGREEMENT.
 - 1.12.1 The date of service for outpatient care, or date of admission for hospitalization, or date of the prescription, will be used to determine the calendar month in which the expenses are to be applied toward the POOL. Any costs exceeding the POOL will be paid by the COUNTY at the time the costs exceed the POOL, or monthly, as needed.
 - 1.12.2 Any monies remaining in the POOL after receipt of invoices will be shared with the COUNTY at a rate of ninety percent (90%) to the COUNTY / ten percent (10%) to ACH within ninety (90) days after the twelve (12) month term. Invoices received more than ninety (90) days after the close of the twelve (12) month term will be forwarded to the COUNTY for payment.
 - 1.12.3 In the event this AGREEMENT is terminated prior to the twelve (12) month term in which the POOL applies, any remaining POOL monies will be prorated for the portion of the twelve (12) month term elapsed. Costs exceeding the prorated amount will be paid by the COUNTY.
- 1.13 PRISON RAPE ELIMINATION ACT OF 2003 (PREA). Should the COUNTY choose to comply with PREA, ACH will endeavor to comply with PREA, applicable PREA standards, and the FACILITY's policies related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within the FACILITY. ACH acknowledges that, in addition to self-monitoring, the FACILITY may conduct announced or unannounced monitoring to include on-site monitoring.

1.14 STAFFING.

1.14.1 MEAL BREAKS. It is understood and agreed that during unpaid meal break(s), ACH employees are (1) allowed to leave their duty post and (2) completely relieved from all duties. If the FACILITY requires the ACH employee to be "on call" during meal break(s) so that they may respond to an emergency, then the ACH employee is considered to be "on duty" and the meal break(s) will be paid for by the COUNTY.

1.14.2 NURSING. ACH will provide on-site registered nursing coverage for twenty-five (25) hours per week on a schedule approved by the COUNTY. The COUNTY agrees to pay, on a monthly basis, for extra hours worked (at the prevailing wage and benefit rate of the particular employee). For hours of absence due to HOLIDAYS, paid time off, or sick time, the hours will not be replaced or credited. For other absences, ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH and the COUNTY or designee will negotiate a mutually agreeable remedy.

1.14.3 PRACTITIONER. A physician will visit the FACILITY weekly or as otherwise agreed by the COUNTY and ACH and will stay until their work is completed. The physician will be available by telephone to the FACILITY and medical staff on an on-call basis, seven (7) days per week, twenty-four (24) hours per day. For scheduled visits that fall on HOLIDAYS, coverage will be provided by telephone only.

1.15 TRAINING MATERIAL. Information in any training material should be treated as guidelines, not rules. The information presented is not intended to establish a standard of medical care and is not a substitute for common sense. The information presented is not legal advice, is not to be acted on as such, may not be current, and is subject to change without notice. Each situation should be addressed on a case-by-case basis.

1.16 TUBERCULOSIS (TB) TESTING.

1.16.1 FACILITY STAFF. ACH will perform TB skin tests as directed by the COUNTY. The COUNTY will pay for the TB serum and related supplies. Upon the COUNTY's request, ACH will secure the serum and related supplies through the correctional pharmacy, then bill the COUNTY for those costs.

1.16.2 JUVENILES. ACH will provide TB skin tests as directed by the COUNTY. ACH will pay for the TB serum and related supplies.

ARTICLE 2:
THE COUNTY

2.1 AUTOMATED EXTERNAL DEFIBRILLATORS (AEDs). The duty to purchase, provide, inspect, and maintain the FACILITY's AEDs is, and always will be, vested in the COUNTY. This AGREEMENT does not result in the assumption of those duties by ACH or its people. While ACH and its people may assist the COUNTY, ultimately the COUNTY specifically retains the duties and obligations with respect to AEDs. ACH and its people will assume no responsibility for and will not be liable for the FACILITY's lack of AED(s) and/or defective and/or non-working AEDs in the FACILITY.

2.2 BIOMEDICAL WASTE DISPOSAL. The COUNTY is responsible for the provision and cost of biomedical waste disposal services for the medical unit at the FACILITY. Typical biomedical

waste expected in the medical unit would be bandages, dressings, gloves, hypodermic needles, laboratory containers, sharps, and syringes.

- 2.3 DECLINING APPLICANTS FROM ACH SO THE COUNTY MAY EMPLOY THEM DIRECTLY. ACH makes a significant investment in the recruiting of new applicants and acknowledges the COUNTY has final approval of who may enter the FACILITY. As a result, ACH does not expect the COUNTY to deny approval of an applicant presented to them in order for the COUNTY to employ that person directly. If, during the term of this AGREEMENT or within one (1) year after this AGREEMENT's termination, the COUNTY should hire an applicant who was presented to them by ACH and denied approval by the COUNTY, the COUNTY agrees to pay ACH thirty percent (30%) of the applicant's first year's salary/compensation as a recruiting fee for each applicant.
- 2.4 DUTY TO PROTECT JUVENILES. The non-delegable duty to protect juveniles is, and always will be, vested in the COUNTY. This AGREEMENT does not result in the assumption of a non-delegable duty by ACH. As such, the COUNTY specifically retains the duty and obligation for security of the juveniles. This duty extends to the control of juvenile movement. ACH and its personnel will assume no responsibility for the movement of juveniles and assume no responsibility for juvenile protection at any time.
- 2.5 ELECTRONIC COMMUNICATIONS. The COUNTY agrees to provide to ACH copies of any electronic communications between ACH and ACH's employees and independent contractors in the COUNTY's possession (including stored on the COUNTY's email servers) as requested by ACH. The COUNTY agrees to treat electronic communications between ACH and its employees and independent contractors as confidential and agrees not to share those communications with any third party unless required by law.
- 2.6 EMPLOYEE RAIDING (ANTI-POACHING / NON-SOLICITATION AGREEMENT). ACH makes a significant investment in the training and professional development of our employees and independent contractors. As a result, ACH does not expect the COUNTY to offer employment to or otherwise "poach" or solicit ACH employees or independent contractors **and the COUNTY is specifically prohibited from doing the same.** If the COUNTY should hire any ACH employee or independent contractor during this AGREEMENT's term or within one (1) year after this AGREEMENT's termination, the COUNTY agrees to pay ACH a professional replacement fee of Ten Thousand Dollars (\$10,000) or Ten Percent (10%) of this contract price, whichever is greater, for each employee or independent contractor, with the following exception: this does not apply to any person who was employed by the COUNTY prior to this AGREEMENT. It is expressly agreed by ACH and the COUNTY that the payment under this provision does not constitute a penalty and that the parties, having negotiated in good faith and having agreed that the payment is a reasonable estimate of damages in light of the anticipated harm caused by the breach related thereto and the difficulties of proof of loss and inconvenience or nonfeasibility of obtaining any adequate remedy, are estopped from contesting the validity or enforceability of such payment.
- 2.7 FACILITY STAFF TRAINING. The duty to train the FACILITY staff is and always remains vested in the COUNTY. Upon request of the COUNTY, ACH may assist in training for FACILITY staff on certain topics as determined by the COUNTY. The COUNTY is solely responsible for overall operation of the FACILITY, including medical care. The COUNTY maintains ultimate responsibility for training and supervising its correctional officers, including but not limited to emergency procedures, ensuring sick calls are passed along to the medical team, and properly distributing medications (where appropriate).

- 2.8 MEDICAL EQUIPMENT (DURABLE). Medical equipment remains the responsibility of the COUNTY. At the COUNTY's request, ACH may assist the COUNTY in securing the equipment at cost-effective pricing. Typical durable medical equipment expected in a medical unit would be: exam table, exam stool, ophthalmic / otoscope, peak flow meter, digital thermometer, stethoscope, X-large and large blood pressure cuffs, refrigerator (small), and scales. Upon termination of this AGREEMENT, the medical equipment will be in good working order, with allowances made for reasonable wear and tear.
- 2.9 MEDICAL AND MENTAL HEALTH RECORDS. Juvenile medical and mental health records will always be the property of the COUNTY and will remain in the FACILITY. The COUNTY agrees to provide copies of those records to ACH when requested and when the information contained in the requested records is necessary, in the opinion of ACH, for the provision of health care to the juveniles of the FACILITY
- 2.10 NON-MEDICAL CARE OF JUVENILES. The COUNTY will provide and pay for non-medical needs of the juveniles while in the FACILITY, including, but not limited to: daily housekeeping services; dietary services, including special supplements, liquid diets, or other dietary needs; building maintenance services; personal hygiene supplies and services; clothing; and linen supplies.
- 2.11 OFFICE EQUIPMENT (DURABLE). The COUNTY will provide use of COUNTY-owned office equipment and utilities in place at the FACILITY's healthcare unit. Typical office equipment expected in a medical unit would be a locking file (recommended four-drawer); paper punch; staple remover; stapler; cabinet for storing medical supplies such as Band-Aids, gauze, etc.; computer; fax machine; copier / printer; and toner. Upon termination of this AGREEMENT, the office equipment will be in good working order, with allowances made for reasonable wear and tear.
- 2.12 SECURITY. The COUNTY will maintain responsibility for the physical security of the FACILITY and the continuing security of the juveniles. The COUNTY understands that adequate security services are necessary for the safety of the agents, employees, and subcontractors of ACH, as well as for the security of juveniles and FACILITY staff, consistent with the correctional setting. The COUNTY will provide security sufficient to enable ACH and its personnel to safely provide the healthcare services described in this AGREEMENT. The COUNTY will screen ACH's proposed staff to ensure that they will not constitute a security risk. The COUNTY will have final approval of ACH's employees and independent contractors in regards to security/background clearance.
- 2.13 COUNTY'S POLICIES AND PROCEDURES. All policies and procedures will at all times remain the property of the COUNTY and will remain at the FACILITY. ACH may make recommendations to the COUNTY's health care policies and procedures. Those recommendations are made for the COUNTY's consideration. ACH operates within the COUNTY's policies and procedures. It is the policy of ACH to provide our health care professionals the freedom to provide care without limitation by prescription formulary, approval process for outside care, etc. The materials in this section are for general information purposes only. That information should be treated as guidelines, not rules. The information is not intended to establish a standard of medical care and is not a substitute for common sense. The information is not legal advice, is not to be acted on as such, may not be current, and is subject to change without notice. Each situation should be addressed on a case-by-case basis. ACH does not have standing orders. ACH does not have a formulary.

ARTICLE 3:
COMPENSATION/ADJUSTMENTS

- 3.1 FUNDING THE FACILITY'S HEALTHCARE PROGRAM. It is ultimately the responsibility of the COUNTY to appropriately fund the FACILITY's healthcare program. As a result, ACH's healthcare program at the FACILITY (staffing, etc.) is customized and approved by the COUNTY.
- 3.2 ANNUAL AMOUNT/MONTHLY PAYMENTS. The annualized amount to be paid by the COUNTY to ACH under this AGREEMENT is to be ninety-eight thousand two hundred sixty-six dollars and eleven cents (\$98,266.11). The COUNTY will make monthly payments of eight thousand one hundred eighty-eight dollars and eighty-four cents (\$8,188.84), which is equal to 1/12 of the annualized amount, during the term of this AGREEMENT. ACH will bill the COUNTY approximately thirty (30) days prior to the month in which services are to be rendered. The COUNTY agrees to pay ACH within thirty (30) days of receipt of the bill.
- 3.2.1 ANNUAL AMOUNT UPON RENEWAL. Upon the annual anniversary of the commencement of services under this AGREEMENT, the annualized amount of increase for compensation will be the 12-Month Consumer Price Index (CPI) for medical care or zero percent (0%), whichever is higher. The CPI will be calculated from the most recent CPI data as published by the Bureau of Labor Statistics.
- 3.3 QUARTERLY ADJUSTMENTS. Account reconciliation will be completed for variances in the ADP and other expenses, such as equipment or services purchased by ACH (with prior approval of the COUNTY) on behalf of the COUNTY.
- 3.3.1 AVERAGE DAILY POPULATION (ADP). ADP for a given quarter will be determined from the FACILITY census records. For billing purposes, the juvenile ADP will be 23. Juveniles who are not presently incarcerated in the FACILITY (i.e., persons on electronic monitoring or probation, or who are hospitalized, or in halfway housing or early release housing) should not be counted in either ADP reported to ACH by the COUNTY. The ADPs reported to ACH should only include those juveniles presently incarcerated in the FACILITY.
- 3.3.2 PER DIEM.
- 3.3.2.1 GENERAL. Per diem rate(s) are intended to cover additional costs in those instances where minor, short-term changes in the juvenile population results in the higher utilization of routine supplies and services. The per diem is not intended to provide for any additional fixed costs, such as new fixed staffing positions that might prove reasonable if the juvenile population grows significantly and is sustained. ACH will request the monthly count for these separate populations on a quarterly basis.
- 3.3.2.2 JUVENILES. When the ADP exceeds or falls below the contracted rate in any calendar quarter, the compensation variance will be figured on the average number of juveniles above or below the contracted ADP for that quarter multiplied by the per diem rate of \$0.37 per juvenile per day. (Example: If the ADP for a quarter is 10 above the contracted ADP, additional compensation due will be calculated as follows: 10 x \$0.37 x 91)

- 3.3.3 ARREARS. Any contract amount in arrears will be settled through reconciliation and adjusted accordingly. Adjustments will be made to the first monthly invoice prepared after reconciliation between ACH and the COUNTY. Payment of the adjusted amount will be due upon receipt of said invoice.

ARTICLE 4: **TERM AND TERMINATION**

- 4.1 TERM. The term of this AGREEMENT will begin on January 1, 2019 at 12:01 A.M. and will continue in full force and effect until December 31, 2019 at 11:59 P.M., unless earlier terminated, extended, or renewed pursuant to this AGREEMENT. This AGREEMENT will automatically renew for successive one (1) year periods unless either party gives thirty (30) days' written notice prior to the end of a term.
- 4.2 TERMINATION.
- 4.2.1 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this AGREEMENT will be subject to annual appropriations by the COUNTY. If funds are not appropriated for this AGREEMENT, then upon exhaustion of such funding, the COUNTY will be entitled to immediately terminate this AGREEMENT. Recognizing that such termination may entail substantial costs for ACH, the COUNTY will act in good faith and make every effort to give ACH reasonable advance notice of any potential problem with funding or appropriations. The COUNTY agrees to pay for services rendered up to the point of termination.
- 4.2.2 30-DAY OUT CLAUSE. Notwithstanding anything to the contrary contained in this AGREEMENT, the COUNTY or ACH may, without prejudice to any other rights they may have, terminate this AGREEMENT by giving thirty (30) days' advance written notice to the other party. If the COUNTY gives ACH less than thirty (30) days' advance written notice, the COUNTY agrees to pay to ACH one (1) month's contract price as an early termination fee.

ARTICLE 5: **GENERAL TERMS AND CONDITIONS**

- 5.1 ADVICE OF COUNSEL. Each of the parties (a) has had the opportunity to seek counsel, legal or otherwise, prior to entering into this AGREEMENT, (b) is freely entering into this AGREEMENT of his/her or its own volition, and (c) understands and agrees that this AGREEMENT will be construed as if drafted by both parties and not by one party solely.
- 5.2 ASSIGNMENT. ACH may not assign this AGREEMENT or any rights hereunder in whole or in part. Subject to the foregoing, this AGREEMENT will inure to the benefit of and be binding upon each of the heirs, permitted assigns, and successors of the respective parties. Any assignment in violation of this section will be null and void.
- 5.3 ATTORNEY FEES AND COSTS. In the event a lawsuit, arbitration, or mediation is initiated by either party, each party shall be responsible for the payment of its own attorneys' fees.
- 5.4 AUTHORITY. The persons signing below represent that they have the right and authority to execute this AGREEMENT for their respective entities and no further approvals are necessary to create a binding AGREEMENT.

- 5.5 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. The COUNTY and ACH agree that no party will require performance of any ACH or COUNTY employee, agent or independent contractor that would violate federal, state and/or local laws, ordinances, rules and/or regulations. The COUNTY will be responsible for any additional services required at the FACILITY as the result of governmental (including, but not limited to, the Department of Justice, Immigration and Customs Enforcement, Department of Corrections, Federal Bureau of Prisons, or United States Marshals Service) investigation, mandate, memorandum, or order. Should new legislation require substantial new medical treatment, the COUNTY will pay for it, unless specifically agreed upon in writing between ACH and the COUNTY.
- 5.6 COUNTERPARTS; HEADINGS. This AGREEMENT may be executed in counterparts, each of which will be an original and all of which will constitute one AGREEMENT. The headings contained in this AGREEMENT are for reference purposes only and will not affect in any way the meaning or interpretation of this AGREEMENT. The terms "juvenile" and "detainee" may be used interchangeably throughout this AGREEMENT and will not affect in any way the meaning or interpretation of this AGREEMENT.
- 5.7 ENTIRE AGREEMENT; AMENDMENT. This AGREEMENT represents the entire understanding of the parties with respect to the subject matter hereof, supersedes and cancels all prior agreements, understandings, arrangements, or representations between the parties with respect to such subject matter, and may only be amended by written agreement of both parties. The parties agree that their performances hereunder do not obligate either party to enter into any further agreement or business arrangement.
- 5.8 EQUAL EMPLOYMENT OPPORTUNITY. It is the policy of ACH to provide equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, age, or genetics. In addition, it is the policy of ACH to comply with applicable state and local laws governing nondiscrimination in employment. This policy applies to all terms and conditions of employment including, but not limited to, recruitment, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefit plans, all forms of compensation, and training.
- 5.9 EXCUSED PERFORMANCE. In case performance of any terms of parts hereof will be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority of local, state, or federal governments or because of riots, public disturbances, strikes, lockouts, differences with workers, fires, floods, Acts of God, or any other reason whatsoever which is not within the control of the parties whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.
- 5.10 FILMING. ACH does not consent to the filming of its employees for any commercial purpose including, but not limited to, documentaries, docuseries (including, but not limited to, "60 Days In"), etcetera. If the FACILITY and/or COUNTY decide to engage in such a project, they agree to notify ACH's legal department at least 90 days prior to filming, at 309-692-8100; facsimile: 309-214-9977; or email: Alex.Kinzinger@advancedch.com. ACH reserves the right to terminate the AGREEMENT prior to the beginning of the filming of such a project. ACH will have no obligation under this AGREEMENT to maintain insurance coverage against any loss or damage caused or necessitated by the filming of such a project. The COUNTY agrees to hold harmless and indemnify ACH and its employees against any loss or damage, including reasonable attorneys' fees and other costs of litigation, caused or necessitated by the filming of such a project.

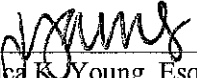
- 5.11 FURTHER ACTS. The parties agree to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this AGREEMENT.
- 5.12 GOVERNING LAW. This AGREEMENT will be governed by the laws of the State of Missouri (without reference to conflicts of laws principles).
- 5.13 HOLD HARMLESS AND INDEMNIFY.
- 5.13.1 ACH will hold harmless and indemnify the COUNTY (together with its respective employees) against any loss or damage solely caused or necessitated by the negligent, reckless, intentional, or deliberately indifferent conduct of ACH or its employees, which is related to medical treatment or care provided by ACH. With respect to any claim for indemnification, the COUNTY will (i) give written notice thereof to ACH within a reasonable period following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow ACH (including the employees, agents, and counsel) reasonable access to any of its employees, property, and records for the purposes of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, and taking such other steps as may be reasonable to preserve evidence of the occurrence on which the claim is based. If the COUNTY denies ACH reasonable access as set forth, after written request therefore, the COUNTY will assume sole responsibility for the claim for which indemnification is sought and will not be entitled to indemnity.
- 5.13.2 The COUNTY will hold harmless and indemnify ACH (together with its respective employees) against any loss or damage solely caused or necessitated by the negligent, reckless, intentional, or deliberately indifferent conduct of the COUNTY or its employees, which is related to medical treatment or care provided by ACH. With respect to any claim for indemnification, ACH will (i) give written notice thereof to the COUNTY within a reasonable period following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow the COUNTY (including the employees, agents, and counsel) reasonable access to any of its employees, property, and records for the purposes of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, and taking such other steps as may be reasonable to preserve evidence of the occurrence on which the claim is based. If ACH denies the COUNTY reasonable access as set forth, after written request therefore, ACH will assume sole responsibility for the claim for which indemnification is sought and will not be entitled to indemnity.
- 5.14 INDEPENDENT CONTRACTORS. ACH may engage certain healthcare professionals as independent contractors rather than employees.
- 5.15 INSURANCE.
- 5.15.1 ACH or its subsidiary(s) will maintain professional liability insurance, including civil rights liability, with minimum limits of One Million Dollars (\$1,000,000) each occurrence, Three Million Dollars (\$3,000,000) annual aggregate.
- 5.15.2 ACH or its subsidiary(s) will maintain workers' compensation and employer's liability insurance covering its employees while on the FACILITY's premises that complies with the statutory minimum requirements in the applicable state(s).

- 5.15.3 ADDITIONAL INSURED. ACH or its subsidiary(s) will name the COUNTY as an additional insured for the sole negligence of ACH or its subsidiary(s) (as appropriate) under the professional liability portion of insurance.
- 5.16 NO GRANT OF RIGHTS. Each of the parties understands and agrees that no grant or license of a party's rights in any patent, trademark, trade secret, copyright and/or other intellectual property right is made hereby, expressly or by implication.
- 5.17 NO RELATIONSHIP OR AUTHORITY. The parties agree that ACH will at all times be an independent contractor in the performance of the services hereunder, and that nothing in this AGREEMENT will be construed as or have the effect of constituting any relationship of employer/employee, partnership, or joint venture between the COUNTY and ACH. ACH does not have the power or authority to bind the COUNTY or to assume or create any obligation or responsibility on the COUNTY's behalf or in the COUNTY's name, except as otherwise explicitly detailed in this AGREEMENT, and ACH will not represent to any person or entity that ACH has such power or authority. ACH will not act as an agent nor will ACH be deemed to be an employee of the COUNTY for the purposes of any employee benefit program.
- 5.18 NOTICE. Any notice required or permitted to be given hereunder will be in writing and delivered to the respective addresses in this section or such other addresses as may be designated in writing by the applicable party from time to time, and will be deemed to have been given when sent. To the COUNTY: Jefferson County Juvenile Detention Facility, 9501 Goldfinch Lane, Hillsboro, MO 63050; facsimile: 636.797.6031. To ACH: Advanced Correctional Healthcare, Inc., Attn: Contracts Manager, 3922 West Baring Trace, Peoria, IL 61615; facsimile: 309.214.9977; email: alex.kinzinger@advancedch.com.
- 5.19 OTHER CONTRACTS AND THIRD PARTY BENEFICIARIES. The parties acknowledge that ACH is not bound by or aware of any other existing contracts to which the COUNTY is a party and which relate to the provision of healthcare to juveniles at the FACILITY. The parties agree that they have not entered into this AGREEMENT for the benefit of any third person(s) and it is their express intention that this AGREEMENT is intended to be for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third party beneficiaries thereof.
- 5.20 SEVERABILITY. If any provision of this AGREEMENT, or any portion thereof, is found to be invalid, unlawful, or unenforceable to any extent, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this AGREEMENT will continue unaffected in full force and effect. The parties will negotiate in good faith an enforceable substitute provision for such invalid provision that most nearly achieves the same intent and economic effect.
- 5.21 SUBCONTRACTING. ACH may subcontract services including, but not limited to, pharmaceutical services, biomedical waste disposal, and MOBILE SERVICES.
- 5.22 USE BY OTHER PUBLIC AGENCIES (PIGGYBACK). ACH agrees to allow the COUNTY to authorize other public agencies in the COUNTY to purchase the proposed items by issuance of a purchase order at the same terms and conditions as this AGREEMENT, and to make payments directly to ACH during the period of time that this AGREEMENT is in effect.
- 5.23 WAIVER. Any waiver of the provisions of this AGREEMENT or of a party's rights or remedies under this AGREEMENT must be in writing to be effective. Failure, neglect, or delay by a party

to enforce the provisions hereof or its rights or remedies at any time, will not be construed as a waiver of such party's rights or remedies hereunder and will not in any way affect the validity of this AGREEMENT or prejudice such party's right to take subsequent action.

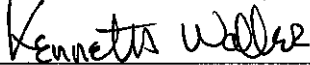
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year written below.

ADVANCED CORRECTIONAL HEALTHCARE, INC.


Jessica K. Young, Esq., CCHP
President

11/8/18
Date

COUNTY OF JEFFERSON, MISSOURI



11-15-2018
Date

Date

Date

Please complete and return via fax to 309.214.9977 or email to alex.kinzinger@advancedch.com.

If this contract is not returned to ACH by December 16, 2018, the price may be subject to increase.