



Addendum 2 - Exhibit C

JAIL: Current Mental Health Care Contract

AGREEMENT FOR THE PROVISION OF INMATE MENTAL HEALTH SERVICES
WINNEBAGO COUNTY, ILLINOIS

This Agreement for the Provision of Inmate Mental Health Services (hereinafter referred to as the "AGREEMENT"), effective as of the date of the last signature hereto, entered into by and between the Winnebago County Sheriff in his official capacity (hereinafter referred to as the "SHERIFF") and the County of Winnebago, located in the State of Illinois (hereinafter referred to collectively with the SHERIFF as the "COUNTY"), and Advanced Correctional Healthcare, Inc. (hereinafter referred to as "ACH"), an Illinois corporation.

RECITALS

WHEREAS, the COUNTY desires to contract for the provision of mental health services to the inmates of the Winnebago County Jail (hereinafter referred to as the "FACILITY"); and

WHEREAS, ACH is a corporation which provides mental health services in incarceration facilities.

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

DEFINITIONS

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

ARTICLE 1:
ACH

- 1.1 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.
- 1.2 PRISON RAPE ELIMINATION ACT OF 2003 (PREA). Should the SHERIFF 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.
- 1.3 STAFFING. ACH will provide staffing coverage as requested by the SHERIFF and detailed in this staffing section.
 - 1.3.1 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.
 - 1.3.2 QUALIFIED MENTAL HEALTH PROFESSIONAL (QMHP). ACH will provide an on-site Qualified Mental Health Professional to provide mental health services to FACILITY's inmates for forty (40) hours per week on a schedule approved by the SHERIFF. When approved by the SHERIFF or designee, hours worked immediately after scheduled shifts in excess of the contracted amount will be billed monthly to the COUNTY at the prevailing

wage and benefit rate of the ACH employee. When approved by the SHERIFF or designee, hours worked on-site at times other than scheduled shifts and immediately thereafter will be billed monthly to the COUNTY at a rate of sixty-four dollars per hour (\$64.00/hour) (minimum one hour charge). For all absences, ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH's Director of Mental Health Services and the SHERIFF or designee will negotiate a mutually agreeable remedy.

ARTICLE 2:
THE COUNTY

- 2.1 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 SHERIFF 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 SHERIFF, 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.
- 2.2 DUTY TO PROTECT INMATES. The non-delegable duty to protect inmates is, and always will be, vested in the SHERIFF. This AGREEMENT does not result in the assumption of a non-delegable duty by ACH. As such, the SHERIFF specifically retains the duty and obligation for security of the inmates. This duty extends to the control of inmate movement. ACH and its personnel will assume no responsibility for the movement of inmates and assume no responsibility for inmate protection at any time.
- 2.3 ELECTRONIC COMMUNICATIONS. The COUNTY agrees to provide to ACH copies of any electronic communications between ACH and ACH's employees 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 as confidential and agrees not to share those communications with any third party unless required by law.
- 2.4 EMPLOYEE RAIDING (ANTI-POACHING 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" ACH employees or independent contractors. 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) for each employee or independent contractor, with the following exception: this does not apply to any person who was employed by the COUNTY or working at the FACILITY for Rosecrance Health Network prior to this AGREEMENT.
- 2.5 FACILITY STAFF TRAINING. The duty to train the FACILITY corrections staff is vested in the SHERIFF. Upon request of the SHERIFF, ACH may assist in training for FACILITY corrections staff on certain topics as determined by the SHERIFF.
- 2.6 MENTAL HEALTH RECORDS. Inmate medical records will always be the property of the SHERIFF and will remain in the FACILITY.

- 2.7 OFFICE EQUIPMENT (DURABLE). The SHERIFF 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.
- 2.8 OFFICE SUPPLIES (DISPOSABLE). The COUNTY will provide disposable office supplies, such as medical charts, paper, pens, staples, and Post-It notes which are required for the provision of inmate healthcare services.
- 2.9 PHARMACEUTICALS. The COUNTY will pay for and provide for the provision of all pharmaceuticals.
- 2.10 SECURITY. The SHERIFF will maintain responsibility for the physical security of the FACILITY and the continuing security of the inmates. The SHERIFF 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 inmates and FACILITY staff, consistent with the correctional setting. The SHERIFF will provide security sufficient to enable ACH and its personnel to safely provide the healthcare services described in this AGREEMENT. The SHERIFF will screen ACH's proposed staff to ensure that they will not constitute a security risk. The SHERIFF will have final approval of ACH's employees in regards to security/background clearance.
- 2.11 SHERIFF'S POLICIES, PROCEDURES, AND PROTOCOLS. All policies, procedures, and protocols will at all times remain the property of the SHERIFF and will remain at the FACILITY. ACH may make recommendations to the SHERIFF's existing mental health policies, procedures and protocols. Those recommendations are made for the SHERIFF's consideration.
- 2.12 STAFFING. Medical services at the FACILITY will be provided by the COUNTY through an independent contractor and ACH has no responsibility under this AGREEMENT to provide medical services at the FACILITY. The parties further agree that the medical staff provided by the independent contractor will work cooperatively with ACH employees and subcontractors to effectively carry out the terms and conditions of this AGREEMENT. ACH will not be responsible for the training of the independent contractor's medical staff or for training FACILITY corrections staff on medical topics.

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 mental healthcare program. As a result, ACH's mental healthcare program at the FACILITY (staffing, etc.) is customized and approved by the COUNTY with and after ACH's input.
- 3.2 ANNUAL AMOUNT/MONTHLY PAYMENTS. The annualized amount to be paid by the COUNTY to ACH under this AGREEMENT is to be one hundred eighteen thousand four hundred thirty-five dollars and fifty-two cents (\$118,435.52). The COUNTY will make monthly payments of nine thousand eight hundred sixty-nine dollars and sixty-three cents (\$9,869.63), 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 in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505).

ARTICLE 4:
TERM AND TERMINATION

- 4.1 TERM. The term of this AGREEMENT will begin on November 27, 2017 at 12:01 A.M. and will continue in full force and effect until November 30, 2018 at 11:59 P.M., unless earlier terminated, extended, or renewed pursuant to this AGREEMENT.
- 4.2 TERMINATION.
- 4.2.1 90-DAY OUT CLAUSE. Notwithstanding anything to the contrary contained in this AGREEMENT, the COUNTY, the SHERIFF, or ACH may, without prejudice to any other rights they may have, terminate this AGREEMENT by giving ninety (90) days' advance written notice to the other party. If ninety (90) days' advance written notice is provided, termination will be without penalty to any of the parties. If the SHERIFF or the COUNTY gives ACH less than ninety (90) days' advance written notice, the COUNTY agrees to pay to ACH a penalty equal to 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 ARBITRATION; GOVERNING LAW. The parties hereby agree that any dispute arising under this AGREEMENT, or in connection with any breach thereof, will be finally resolved through binding arbitration conducted in Winnebago, Illinois, in accordance with the Commercial Arbitration Rules of the American Arbitration Association by a single, neutral arbitrator appointed in accordance with such Rules. No punitive damages may be granted by the arbitrator. The parties agree that the arbitrator's decision will be the sole, exclusive and binding remedy between them regarding any and all such disputes. This AGREEMENT, and any arbitration conducted thereby, will be governed by the laws of the State of Illinois (without reference to conflicts of laws principles).
- 5.3 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.
- 5.4 ATTORNEY FEES AND COSTS. In the event a lawsuit, arbitration, or mediation is initiated by either party, the party against whom a judgment or award is entered will also be liable for costs of suit and reasonable attorneys' fees as set by the court or arbitrator.
- 5.5 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.

- 5.6 AUTOMATED DEFIBRILLATORS (AEDs). ACH has no responsibility to purchase or provide AEDs for the FACILITY. ACH has no role in the maintenance and/or inspection of those units. ACH will not be liable for defective and/or non-working AEDs in the FACILITY.
- 5.7 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. The SHERIFF, 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. ACH will not 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 unless this AGREEMENT is amended by the parties to provide for such additional services. Should new legislation require substantial new mental health treatment for the FACILITY's inmates, ACH will not be obligated to pay for it. ACH and the COUNTY agree to negotiate in good faith to amend this AGREEMENT in the event of such new legislation.
- 5.8 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 "inmate" and "detainee" may be used interchangeably throughout this AGREEMENT and will not affect in any way the meaning or interpretation of this AGREEMENT.
- 5.9 ENTIRE AGREEMENT; AMENDMENT. This AGREEMENT (along with the business associate 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.
- 5.10 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.
- 5.11 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.
- 5.12 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 SHERIFF, 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: Jessica.Young@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.

5.13 HOLD HARMLESS AND INDEMNIFY.

5.13.1 ACH will hold harmless and indemnify the COUNTY and SHERIFF (together with their respective employees) against any loss or damage, including reasonable attorneys' fees and other costs of litigation, solely caused or necessitated by the negligent, reckless, intentional, or deliberately indifferent conduct of ACH or its employees, which is related to mental health 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, including reasonable attorneys' fees and other costs of litigation, solely caused or necessitated by the negligent, reckless, intentional, or deliberately indifferent conduct of the COUNTY or its employees, which is related to mental health 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.

5.13.3 Nothing in this AGREEMENT shall be construed to prohibit the COUNTY or SHERIFF from bringing a third-party joint tortfeasor action for contribution against ACH in the event a lawsuit is brought only against COUNTY or SHERIFF for a claim with respect to which COUNTY or SHERIFF contend ACH is solely or partially at fault. Likewise, nothing in this AGREEMENT shall be construed to prohibit ACH from bringing a third-party joint tortfeasor action for contribution against COUNTY or SHERIFF in the event a lawsuit is brought only against ACH for a claim with respect to which ACH contends COUNTY or SHERIFF are solely or partially at fault. Notwithstanding the foregoing, in the event a lawsuit is brought arising out of the mental health services contemplated by this AGREEMENT against any of the parties to this AGREEMENT, the parties agree to

mutually cooperate with each other in the defense of any such lawsuit to the greatest extent as is reasonably and ethically possible.

5.14 INDEPENDENT CONTRACTORS. ACH may engage certain healthcare professionals as independent contractors rather than employees. ACH will obtain the SHERIFF's prior written approval before entering into an agreement with any independent contractor.

5.15 INSURANCE.

5.15.1 ACH 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 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 will name the SHERIFF and the COUNTY as an additional insured for the sole negligence of ACH 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 SHERIFF and/or the COUNTY: Winnebago County Sheriff's Department, 650 W. State St., Rockford, IL 61102; facsimile: 815.961.3687; email: owenst@wcso-il.us. To ACH: Advanced Correctional Healthcare, Inc., Attn: Contracts Manager, 3922 West Baring Trace, Peoria, IL 61615; facsimile: 309.214.9977; email: jason.kolberg@advancedch.com.

5.19 OTHER CONTRACTS AND THIRD PARTY BENEFICIARIES. The parties acknowledge that ACH is not bound by any other existing contracts to which either the SHERIFF or the COUNTY are a party and which relate to the provision of healthcare to inmates 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

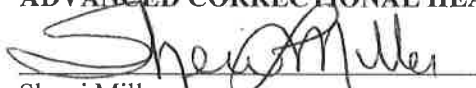
only and not for the benefits of others who might otherwise be deemed to constitute third party beneficiaries thereof.

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 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.

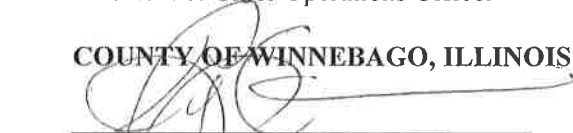
ADVANCED CORRECTIONAL HEALTHCARE, INC.



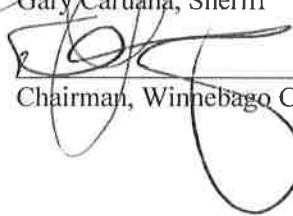
Sherri Miller
President & Chief Operations Officer

Date 11/1/2017

COUNTY OF WINNEBAGO, ILLINOIS



Gary Caruana, Sheriff



Chairman, Winnebago County Board

Date 10/27/2017

Date 10/26/17