

**BUSINESS ASSOCIATE AGREEMENT
CHAMPAIGN COUNTY, ILLINOIS**

Definitions

Catch-all definition:

The following terms used in this Agreement will have the same meaning as those terms in the HIPAA Rules (<https://www.federalregister.gov/articles/2013/01/25/2013-01073/modifications-to-the-hipaa-privacy-security-enforcement-and-breach-notification-rules-under-the>): Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- (a) Business Associate. "Business Associate" will generally have the same meaning as the term "Business Associate" at 45 CFR 160.103, and in reference to the party to this agreement, will mean Advanced Correctional Healthcare, Inc.
- (b) Covered Entity. "Covered Entity" will generally have the same meaning as the term "Covered Entity" at 45 CFR 160.103, and in reference to the party to this agreement, will mean Champaign County Jail and Champaign County Juvenile Detention Center.
- (c) HIPAA Rules. "HIPAA Rules" will mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (c) Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, within 48 hours (except for any breaches putting patients at immediate risk of harm, which should be reported as soon as possible) and any security incident of which it becomes aware;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- (e) Make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;

- (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;
- (g) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;
- (h) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
- (i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

- (a) Business Associate may only use or disclose protected health information as necessary to perform the services set forth in the Agreement for the Provision of Health Services. The Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).
- (b) Business Associate may use or disclose protected health information as required by law.
- (c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.
- (d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.
- (e) Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (f) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (g) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

Permissible Requests by Covered Entity

Covered Entity will not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity, except if the Business Associate will use or disclose protected health information for data aggregation or management and administration and legal responsibilities of the Business Associate.

Term and Termination

(a) Term. The Term of this Agreement will be effective as of the date of the last signature hereto, and will terminate on the termination of the Agreement for Health Services or the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, will:

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) and (f) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(d) Survival. The obligations of Business Associate under this Section will survive the termination of this Agreement.

Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. No amendment to this Agreement will be effective until reduced to writing and signed by the parties.
- (c) Interpretation. Any ambiguity in this Agreement will be interpreted to permit compliance with the HIPAA Rules.
- (d) No Third Party Beneficiaries. There are no intended third party beneficiaries to this Agreement.
- (e) Without in anyway limiting the foregoing, it is the parties' specific intent that nothing contained in this Agreement give rise to any right or cause of action, contractual or otherwise, in or on behalf of any Individual whose PHI is Used or Disclosed pursuant to this Agreement.
- (f) Waiver. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision will not be construed as a waiver of any other term or provision.
- (g) Authority. The persons signing below have the right and authority to execute this Agreement for their respective entities and no further approvals are necessary to create a binding Agreement.
- (h) Conflict. In the event of any conflict between the terms and conditions stated within this Agreement and those contained within any other agreement or understanding between the parties, written, oral or implied, the terms of this Agreement will govern. Without limiting the foregoing, no provision of any other agreement or understanding between the parties limiting the liability of the Business Associate to Covered Entity will apply to the breach of any term, condition or covenant contained in this Agreement by Business Associate.
- (i) Headings. The headings of each section are inserted solely for purposes of convenience and will not alter the meaning of this Agreement.
- (j) Governing Law. This Agreement will be construed in accordance with and governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have executed this Agreement effective upon the date of the last signature hereto.

BUSINESS ASSOCIATE

ADVANCED CORRECTIONAL HEALTHCARE, INC.



Jessica Young
Sident & Chief Executive Officer

Date

COVERED ENTITY

CHAMPAIGN COUNTY JAIL



Dustin D. Heuerman
Sheriff

07-29-2026

Date

CHAMPAIGN COUNTY JUVENILE
DETENTION CENTER



Shannon Siders
Department of Probation and Court
Services
Director

7/29/26

Date

**AGREEMENT FOR THE MANAGEMENT OF THE
CORRECTIONAL HEALTH CARE CONTRACT
CHAMPAIGN COUNTY, ILLINOIS**

This agreement, effective as of the date of the last signature hereto, entered into by and between the Sheriff of Champaign County, Illinois (hereinafter, the "SHERIFF") and the Department of Probation and Court Services Director (hereinafter, the "DIRECTOR"), collectively referred to as the "COUNTY"), and Advanced Correctional Healthcare, Inc. (hereinafter referred to as "ACH"), a Tennessee corporation.

ARTICLE 1

- 1.1 ACCESS TO CARE. Patients will be seen by the health care team regardless of their ability to pay any co-pay and/or other expense(s).
- 1.2 AUTOMATED EXTERNAL DEFIBRILLATORS (AEDs). This includes but is not limited to Lucas Chest Compression Systems and similar. 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.
- 1.3 CLINICAL AUTONOMY. The clinical providers will maintain sole and independent authority over all clinical and medical judgment, decisions, and care provided to patients. The county, its agents, and employees will not direct, control, or interfere with the clinical providers' clinical decisions. In the event County personnel override, alter, delay, or refuse to implement a clinical recommendation, the County shall assume full responsibility and liability for any resulting outcomes, and the clinical providers and ACH will be held harmless to the fullest extent permitted by law.
- 1.4 COUNTY'S POLICIES & PROCEDURES. As with training, the facility is responsible for its health care policies and procedures. It is the correctional facility's responsibility, not ACH's responsibility, to have health care policies and procedures in place per state law. For example, jails without health care contract management vendors are still required by state law to have health care policies and procedures. As such, the existence, maintenance, review, and/or approval of the correctional facility's health care policies and procedures are not ACH's responsibility. All health care policies and procedures will at all times remain the property of the County and will remain at the facility.
 - 1.4.1 AMERICAN CORRECTIONAL ASSOCIATION (ACA) / CALEA / NATIONAL COMMISSION ON CORRECTIONAL HEALTH CARE (NCCHC) / NATIONAL INSTITUTE FOR JAIL OPERATIONS (NIJO) / LEXIPOL POLICY TEMPLATES: Policy and procedure templates are not site-specific. Policy and procedure templates are guidelines, not inflexible rules; they are not intended to establish a standard of medical care; nor are they a substitute for common sense. Each situation should be addressed on a case-by-case basis.
 - 1.4.2 ACH does not have health care policies and procedures because every state and each correctional facility are different. ACH manages contracts with health care

professionals who are able to exercise independent medical judgment based upon their education, training, and experience.

- 1.5 CPR (CARDIOPULMONARY RESUSCITATION) TRAINING. The duty to train the officer(s) is and always remains vested in and the responsibility of the County. ACH cannot be liable for failure to train correctional officers. For an additional fee, ACH may provide CPR training for officer(s). ACH will not pay for CPR cards for County workers.
- 1.6 EMERGENCY BAGS. The County is solely responsible for ensuring that all emergency response bags ("emergency bags") maintained within the facility are fully stocked and kept in serviceable condition at all times. This responsibility includes, but is not limited to, maintaining an adequate inventory of all required emergency supplies, ensuring that all medications and other perishable items are unexpired, and replacing any missing, used, or expired items without delay. ACH will not be held liable for any injury, delay, or operational impact arising from the County's failure to maintain properly stocked and unexpired emergency bags.
 - 1.6.1 NALOXONE ("NARCAN"). The County agrees to purchase naloxone and have its security team trained in the administration of naloxone. Upon the County's request, ACH will coordinate the training.
- 1.7 EQUIPMENT (DURABLE) AND SUPPLIES (DISPOSABLE). The County will provide use of County-owned medical and office equipment and utilities. The County will provide disposable medical and office supplies.
- 1.8 FREEDOM TO PRESCRIBE AND SEND PATIENTS OFF-SITE. Health care professionals have the freedom to provide care without limitation by any approval process for expensive drugs, offsite care, etc. Each situation should be addressed on a case-by-case, individual patient-specific basis. ACH does not have standing orders. ACH does not have a formulary.
- 1.9 INTERPRETATION AND LANGUAGE SERVICES FOR NON-ENGLISH SPEAKING PATIENTS. The County is solely responsible for providing qualified interpreter and/or interpretation services for all non-English-speaking patients, including but not limited to medical, mental health, and other healthcare-related encounters. ACH will not be responsible for furnishing or procuring such interpretation services. ACH's ability to provide healthcare services will be contingent upon the County's timely provision of such interpreter or interpretation services when required to facilitate communication with non-English-speaking individuals.
- 1.10 LICENSURE. It is the County's responsibility to hold the necessary certifications, licensures and permits (including but not limited to, and as appropriate: CLIA waiver, DEA registration for the physical location, hazardous waste disposal permits, medical clinic license, other lab licenses, pharmacy license, state-controlled substance registration, etc.).
- 1.11 MEDICAID. ACH will not be responsible for setting up Medicaid for inpatient hospital stays and/or Medicaid 1115 waivers unless specifically agreed to in this agreement.

- 1.12 MEDICAL AND MENTAL HEALTH RECORDS. Patient 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.
- 1.13 MEDICAL CLAIMS RE-PRICING. Upon the County's request, ACH will have the County's medical claims re-priced. Once claims are received, the applicable discount will be calculated (if any) and the integrity of the claim will be confirmed prior to returning the claim to the County for payment. The County agrees to pay ACH \$17/claim. The County agrees to pay ACH within 30 days of receipt of the bill. If the invoice is not paid within 30 days, the County agrees to pay a 1.5% per month finance charge.
- 1.14 OFFICER TRAINING. The duty to train the officer(s) is and always remains vested in and the responsibility of the County. ACH cannot be liable for failure to train correctional officers. Upon request of the County, ACH may, through its affiliate Spark Training, LLC, provide access to an online training platform and Core Officer Training for use at the facility. Both parties agree that ACH is protected and immune from any liability or cause of action which may arise from the use of officer training by the County. 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).
 - 1.14.1 1:1 CHECK-INS: 1:1 check-ins are informal mental health sessions conducted with a licensed provider. These sessions review an officer's resilience and help create a personalized wellness plan. The check-ins are confidential; only an attendance report is shared with the officer's supervisor. This program meets many state recommendations for mental health check-ins. Please review your state's specific requirements and contact us with any questions. These are not included; they are an additional charge.
 - 1.14.2 MENTAL HEALTH FIRST AID CERTIFICATION: Mental Health First Aid is an 8-hour course that teaches you how to identify, understand, and respond to signs of mental illnesses and substance use disorders. The training gives you the skills you need to reach out and provide initial help and support to someone who may be developing a mental health or substance use problem or experiencing a crisis. This training is included for your officers.
 - 1.14.3 OFFICER WELLNESS TRAINING: Officer wellness training focuses on emotional, mental, physical, and spiritual health to build resilience, manage stress, and prevent burnout in law enforcement. The course emphasizes practical skills such as tactical breathing and positive self-talk, while fostering supportive peer networks and promoting early intervention following traumatic events to enhance performance and overall quality of life. This training is not included; it is an additional charge.
- 1.15 OTHER EXPENSES. ACH will not pay for: ambulance, biomedical waste disposal, clothing, community mental health, dental, diagnostic testing, dietary needs/services, elective care, hospital services, housekeeping services, hygiene services/supplies, laboratory services, linen, liquid diets, maintenance services, medical equipment (durable), medical supplies (disposable), mobile services, off-site services, pharmaceuticals, preventative services (including but not limited to vaccinations), specialty services, supplements, tuberculosis (TB) serum and/or testing, vitamins, X-ray,

etc. This list is not exhaustive. ACH will not pay for any services, supplies and/or equipment which are not specifically agreed to in this contract.

1.16 POOL. Not Included.

1.17 SCOPE OF SERVICES. ACH will provide medically necessary health care and behavioral health services to inmates and detainees housed in the Champaign County Jail and to juveniles and residents housed in the Juvenile Detention Center in accordance with applicable federal and Illinois law, applicable licensing and professional standards, the independent clinical judgment of appropriately licensed healthcare professionals, and the policies and procedures of the Sheriff and Juvenile Detention Center Director to the extent such policies do not conflict with applicable law or accepted standards of professional practice. Services will be provided consistent with applicable Illinois County Jail Standards and Illinois Juvenile Detention Standards, as appropriate. Nothing in this Agreement will be construed as creating a standard of care, duty, or obligation greater than that imposed by applicable federal or state law. The parties acknowledge that clinical decisions will be based upon the professional judgment of licensed healthcare providers, the individual patient's clinical condition, and applicable legal requirements.

- Medical assessment and treatment.
- Nursing services.
- Mental health services.
- Medication management.
- Chronic disease management.
- Emergency medical response.
- Intake screening and health assessments.
- Sick call services.
- Provider clinics.
- Infection prevention and control.
- Health education.
- Medical record documentation.
- Quality improvement activities.
- Consultation with County officials regarding correctional healthcare matters.

1.18 SECURITY. The County will maintain responsibility for the physical security of the facility and the continuing security of the patients. The County understands that adequate security services are necessary for the safety of the health care staff members, as well as for the security of patients and officers, consistent with the correctional setting. The County will provide security sufficient to enable the health care team to safely provide health care services.

1.18.1 The County will screen ACH's proposed workers to ensure that they will not constitute a security risk (background check). The County will have final approval of ACH's workers and independent contractors regarding security/background clearance. Should the facility unreasonably withhold security clearance and/or withhold security clearance on an unreasonably high quantity of proposed staff, it places an excessive burden on ACH to staff the facility. In that case, ACH may hire Agency worker(s) to temporarily staff the facility, and the County agrees to pay the wage difference.

1.18.2 The County agrees that no health care staff member contracted under this agreement will be required to perform duties within the facility unless adequate security personnel are present to ensure the safety of the health care staff. For the purposes of this section, "adequate security" will mean the presence of at least one trained and qualified officer who is physically present in the immediate vicinity of the health care staff member at all times while the health care staff member is performing duties within the correctional facility. The County will not compel, direct, or otherwise require any health care staff member to enter or remain in the facility to perform their duties if adequate security is not provided. Any such requirement will be deemed a material breach of this agreement. Health care staff members will have the right to refuse to enter or perform duties within the facility if adequate security is not provided. Such refusal will not be considered a breach of this agreement, nor will it result in any disciplinary action, penalty, or adverse employment consequence for the health care staff member or ACH.

1.18.3 The non-delegable duty to protect patients 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 patients. For example, supervision of patients on suicide watch is the County's responsibility. This duty also extends to the control of patient movement. ACH and its personnel will assume no responsibility for the movement of patients and assume no responsibility for patient protection at any time.

1.19 STAFFING.

1.19.1 MENTAL HEALTH STAFFING. ACH will coordinate on-site qualified mental health professional (QMHP) coverage. ACH will coordinate delivery of these hours each week, except for paid absences (holidays, PTO, sick time), which won't be covered or replaced because the worker is still being paid. (i.e., no holiday, PTO, sick coverage) For unpaid absences, ACH endeavors to ensure full coverage, but if weekly hours fall below the contracted amount, then ACH will issue a credit to the County at the agreed blended wage rate. As a general rule, QMHPs are Master's level and state-licensed.

1.19.1.1 Adult jail – 84 hours per week

1.19.1.2 Juvenile detention center – 12 hours per week

1.19.2 NURSE STAFFING. ACH will coordinate delivery of these hours each week, regardless of individual absences (holidays, PTO, sick time, etc.). (i.e., there should be holiday, PTO, and sick coverage) For absences, ACH endeavors to ensure full coverage, but if weekly hours fall below the contracted amount, then ACH will issue a credit to the County at the agreed blended wage rate. As a general rule, Registered Nurses (RNs) will be assigned to provide services. ACH does not, and will not, put nurses on-call.

1.19.2.1 Adult jail – 208 hours per week

1.19.2.2 Juvenile detention center – 28 hours per week

1.19.3 PRESCRIBER. "Prescriber" means a licensed healthcare professional who is legally authorized under applicable federal and state law to evaluate patients, diagnose medical conditions, prescribe medications, and provide medical

treatment within the scope of the individual's licensure. A Prescriber may include a physician (M.D. or D.O.), nurse practitioner (NP), physician assistant/associate (PA), or other licensed advanced practice provider authorized to prescribe under applicable law. All Prescribers will possess the education, training, experience, and credentials necessary to perform the services assigned and shall practice within the scope of their licensure, certification, and applicable collaborative, supervisory, or practice requirements. The selection, assignment, and utilization of Prescribers shall be based upon the clinical needs of the Facility, applicable law, and the professional judgment of Contractor, provided that all Prescribers are appropriately licensed and qualified to perform the services required under this Agreement. A prescriber will visit the facility on a weekly basis (or as otherwise mutually agreed upon by the County and ACH) and will remain onsite until patient care and documentation have been completed. While we estimate that the typical weekly visit will require an approximate number of hours, this is not a fixed limit, as the time needed may vary depending on patient requests. The prescriber is expected to ensure that no patient is left unseen or deferred to the following week unless clinically appropriate. In addition to in-person visits, the prescriber will be available to facility staff and health care teams on an on-call (telephone) basis, 24 hours a day, 7 days a week, 365 days a year. On-call availability ensures continuity of care, particularly during holidays, PTO, sick time, etc. when onsite coverage may not be provided and during which only telephone support may be provided.

- 1.19.3.1 Adult jail – prescriber – estimate 4 hours per week
- 1.19.3.2 Adult jail – psychiatric prescriber – estimate 4 hours per week
- 1.19.3.3 Juvenile detention center – prescriber – estimate 2 hours per week

"Psychiatric Prescriber" means a licensed physician (M.D. or D.O.) specializing in psychiatry or a licensed Psychiatric Mental Health Nurse Practitioner (PMHNP), each practicing within the scope of applicable law, licensure, and certification.

1.20 SUICIDE PREVENTION.

1.20.1 ASQ SUICIDE PREVENTION TOOL. The County agrees to implement the nationally validated ASQ suicide prevention tool for use by the security team, as appropriate. For example, it's the County's responsibility to screen patients returning from court, as appropriate. Upon the County's request, ACH will coordinate the training.

1.20.2 RELEASE FROM SUICIDE PRECAUTIONS/WATCH. The County understands and agrees that as a general rule, only a prescriber or qualified mental health professional (minimum Master's level and state licensed) can remove patients from suicide precautions/watch. For example, as a general rule, nurses and members of the security team cannot remove patients from suicide precautions/watch.

1.21 THIRD-PARTY ADMINISTRATOR (TPA). ACH may serve as a TPA for certain services, including but not limited to hospital visits, laboratory and X-ray services, medical and office equipment and supplies, pharmacy, tuberculosis testing materials, and biomedical waste disposal. In this role, ACH may coordinate services, review and reprice invoices where applicable, and administer vendor billing, invoicing, and payment processing on the County's behalf. All costs for such services remain the sole responsibility of the County. ACH is not the payer or guarantor of any vendor, provider, pharmacy, hospital, or supplier

charges and will not pay such costs from ACH funds. Payments administered by ACH will be made only from County-provided funds. No vendor or provider will have any claim or right of recovery against ACH for payment of services or supplies provided to the County.

ARTICLE 2

- 2.1 **ANNUAL AMOUNT/MONTHLY PAYMENTS.** The total contract amount for the first year is \$1,814,189.88, with a corresponding monthly payment of \$151,182.49. For any partial months of service, the payment will be prorated accordingly. ACH will issue invoices to the County approximately 30 days in advance of the month in which services are to be provided. The County agrees to remit payment within 30 days of receiving the invoice. If payment is not received within the 30-day period, a finance charge of 1.5% per month will be applied to the outstanding balance.
- 2.1.1 Adult jail – \$1,548,098.62 for year 1
Adult jail – Invoices should be directed to Teresa Schlein at tschlein@champaigncountyil.gov
- 2.1.2 Juvenile detention center – \$266,091.26 for year 1
Juvenile detention center - Invoices should be directed to Jennifer Jarvis at jjarvis@champaigncountyil.gov and copied to Shannon Siders at ssiders@champaigncountyil.gov
- 2.2 **CREDITS.** Any credits due will first be applied to any outstanding invoices. Credits will be issued at the agreed upon blended wage rate. Because prescriber 24/7/365 on-call access is continuous, onsite prescriber time is not credited back. No credits of any kind will be issued after 90 days from the service delivery date.
- 2.3 **ELECTRONIC PAYMENTS.** The County agrees to pay ACH electronically through the Automated Clearing House. If the County does not want to pay electronically, then the County agrees to pay an additional 2% per month charge. If the County believes it is statutorily exempt, please provide the statute citation.
- 2.4 **FUNDING THE FACILITY'S HEALTH CARE PROGRAM.** It is ultimately the responsibility of the County to appropriately fund the facility's health care program. As a result, the health care program at the facility (staffing, etc.) is customized and approved by the County.
- 2.5 **OVERAGES.** The County agrees to compensate ACH monthly for any hours worked in excess of the contracted weekly hours at the agreed upon blended wage rate.
- 2.6 **PREPAYMENT SAVINGS.** If paid in full for the full year, the County will receive a discount of 1%.
- 2.7 **QUARTERLY PER DIEM ADJUSTMENTS – AVERAGE DAILY POPULATION (ADP).** ADP for a given quarter will be determined from the facility census records. For billing purposes, the patient ADP will be 189-adult and 25-juvenile. The ADPs reported to ACH should only include those patients presently incarcerated in the facility. 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 patients above or below the contracted ADP for that quarter multiplied by the per diem rate of \$0.61-adult and \$0.43-juvenile per patient per day. (Example: If the ADP for a quarter is 10 above the contracted ADP,

additional compensation due will be calculated as follows: $10 \times \$0.61 \times 91$) Any contract amount in arrears (or amount to be credited back to the County) will be settled through reconciliation on the first monthly invoice prepared after reconciliation. No credits of any kind will be issued after 90 days. The County will not furnish ACH with any falsified or inaccurate data. In the event the County fails or refuses to provide ACH with the required ADP figures, then after 90 days from such failure or refusal, ACH will be entitled to presume that the ADP has increased by 10% and to invoice the County on that basis. The County agrees to accept such presumption and to remit payment in accordance with the resulting charges.

- 2.8 RENEWAL INCREASE. Upon the annual anniversary of the commencement of services under this agreement, the increase for compensation and per diem rates will be the 12-month Consumer Price Index (CPI) for Hospital Services, with a minimum annual increase of three percent (3%) and a maximum annual increase of seven percent (7%).

ARTICLE 3

- 3.1 TERM. The term of this agreement will begin on August 3, 2026 at 12:01 A.M. and will continue in full force and effect until July 31, 2027 at 11:59 P.M., unless earlier terminated, extended, or renewed pursuant to this agreement. This agreement will automatically renew for one-year periods upon mutual agreement.
- 3.2 TERMINATION: 30-DAY OUT CLAUSE ("ESCAPE HATCH"). The County or ACH may, without prejudice to any other rights they may have, terminate this agreement by giving 30 days' advance written notice to the other party. The County agrees to pay ACH for services rendered up to the point of termination. If the County gives ACH less than 30 days' advance written notice, the County agrees to pay to ACH one-month's contract price as an early termination fee.
- 3.3 PERFORMANCE DURING TERMINATION TRANSITION. During any contract termination or transition period, the parties acknowledge that maintaining 100% staffing levels may become commercially impracticable or impossible due to circumstances beyond ACH's reasonable control, including but not limited to mass worker attrition, unavailability of qualified replacement staff, or other disruptions affecting workforce continuity.
- 3.3.1 BEST EFFORTS. ACH will use its best efforts to maintain adequate staffing and service continuity during the transition period, including active recruitment and redeployment of qualified personnel. However, the County expressly acknowledges that the availability of qualified replacement staff within the relevant labor market may be severely limited, and that full coverage may not be reasonably achievable despite ACH's diligent efforts.
- 3.3.2 COUNTY COOPERATION. The County agrees to cooperate fully and in good faith with ACH to facilitate an orderly transition and to avoid actions or communications that would reasonably be expected to cause or accelerate staff departures. In the event the County's termination notice or related actions result in significant staff loss or other disruption to performance, the County will not deem ACH in breach for failure to maintain full staffing or service levels, as such performance will be considered frustrated or rendered commercially impracticable.

3.3.3 **EARLY TRANSITION OPTION.** If the County elects to accept an earlier transition or release date to accommodate staffing realities, ACH will prorate the County's final invoice accordingly, reflecting services rendered through the effective transition date.

3.3.4 **IMPOSSIBILITY AND FORCE MAJEURE.** If, despite ACH's best efforts, staffing shortages render performance impossible or impracticable, such circumstances will constitute a condition of impossibility of performance or a force majeure event, excusing ACH from strict performance obligations to the extent impacted. In such case, ACH may implement a reduced coverage staffing plan proportionate to available resources, and the County will accept such reduced coverage as satisfactory performance under the circumstances.

ARTICLE 4

4.1 **DOCUMENT RETENTION.** Counties are expected to maintain copies of their own records, including but not limited to CQI (continuous quality improvement) meeting minutes and officer training logs.

4.2 **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, request(s) for proposals, request(s) for proposals responses, 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.

4.3 **EXCUSED PERFORMANCE.** In case performance of any terms or 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, epidemics, pandemics, 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.

4.4 **GOVERNING LAW.** This agreement will be governed by the laws of the State of Illinois (without reference to conflicts of laws principles).

4.5 **HOLD HARMLESS AND INDEMNIFY.**

4.5.1 ACH will hold harmless and indemnify the County (together with its respective workers) 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 workers, 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 workers, agents, and counsel) reasonable access to any of its workers, 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.

4.5.2 The County will hold harmless and indemnify ACH (together with its respective workers) 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 workers, 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 workers, agents, and counsel) reasonable access to any of its workers, 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.

4.5.3 Nothing in this Agreement will be construed to waive any rights or defenses available to either party under applicable law. Each party will be responsible only for its own negligent acts or omissions, or those of its officers, employees, agents, or contractors, as determined by a court of competent jurisdiction or by written agreement of the parties.

Neither party will seek contribution, indemnification, or any other recovery from the other for damages attributable to its own negligence, intentional misconduct, statutory violations, constitutional violations, policies, practices, training, supervision, security operations, or other acts or omissions outside the scope of the other party's responsibilities under this Agreement.

In the event a claim or lawsuit is asserted against only one party arising out of services contemplated by this Agreement, that party may pursue a claim for contribution against the other party only to the extent expressly permitted by applicable law and only for damages finally determined to be directly attributable to the negligence or wrongful acts or omissions of the other party. No provision of this Agreement will be construed as creating joint liability, vicarious liability, or any presumption of fault on the part of either party.

As a condition precedent to any claim for contribution or allocation of liability, the party seeking such relief will provide prompt written notice of the claim, tender all information reasonably necessary for evaluation, and provide the other party a reasonable opportunity to participate in the defense, settlement discussions, and selection of counsel to the extent its interests may be affected.

The parties will cooperate in good faith in the investigation and defense of any claim or lawsuit arising from this Agreement, including the exchange of relevant

non-privileged information, provided that nothing herein will require either party to waive any privilege, disclose protected information except as required by law, admit liability, compromise legal defenses, settle any claim without its written consent, or act in a manner inconsistent with its legal, ethical, or professional obligations.

Nothing in this Agreement will be construed to expand the legal duties, liabilities, or causes of action otherwise existing under applicable law or to create any contractual duty or standard of care beyond that imposed by applicable federal or state law.

4.6 INSURANCE.

4.6.1 ACH or its subsidiary(s) will maintain professional liability insurance, including civil rights liability, with minimum limits of \$1,000,000 each occurrence, \$3,000,000 annual aggregate.

4.6.2 ACH or its subsidiary(s) will maintain workers' compensation and employer's liability insurance covering its workers while on the facility's premises that complies with the statutory minimum requirements in the applicable state(s).

4.6.3 ADDITIONAL INSURED. ACH or its subsidiary(s) will add 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.

4.7 NO CUSTODIAL CONTROL. The County retains exclusive responsibility and control over custody, supervision, housing, classification, discipline, security, transportation, staffing levels, and facility operations. ACH and/or the healthcare staff do not establish, control, or implement jail policies or customs relating to custody or security and will not be deemed a policymaker for the jail for purposes of any federal or state civil rights claim. ACH and/or the healthcare staff's obligations are conditioned upon timely access to patients, information, and facilities as provided by the County. ACH and/or the healthcare staff do not warrant specific medical outcomes and are not an insurer of inmate health. Jail policies are not adopted or ratified by ACH and/or the healthcare staff unless expressly incorporated in writing. ACH and/or the healthcare staff will not be deemed a final policymaker for the jail and will not be responsible for non-medical custodial functions or operational decisions.

4.8 NO THIRD-PARTY BENEFICIARIES. 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.

4.9 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 ACH: ATTN: Legal, 720 Cool Springs Blvd., Suite 100, Franklin, TN 37067 with copies to facsimile: 309.214.9977 and email: Contracts@advancedch.com. To the County:

Facility name: Champaign County Sheriff's Office
Mailing address: ATTN: Captain Karce Voges
502. S. Lierman
Urbana, IL 61802
Email: Kvoges@champaigncountyil.gov.

- 4.10 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.
- 4.11 SUBCONTRACTING. ACH is a corporation, so it is not contracting to provide health care services; rather, ACH is contracting to arrange for health care services to be provided by a professional organization that can practice medicine in the County's jurisdiction. ACH will manage the contract and recruit and pay subcontractors. Subcontracted services may include, but are not limited to, behavioral health, dental, electronic health records, nursing, prescribing, and training.
- 4.12 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.
- 4.13 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.
- 4.14 WORKER RAIDING (ANTI-POACHING / NON-SOLICITATION AGREEMENT). ACH invests significantly in training and developing workers and independent contractors. Accordingly, the County, including all its entities such as the Sheriff's Department, Health Department, Police Department, and other departments, **is specifically prohibited from soliciting or hiring ACH's workers or independent contractors** during the term of this agreement or within one year after its termination. If the County hires any such worker or contractor within this period, the County will pay ACH a replacement fee of \$10,000 or 10% of the contract price, whichever is greater, per individual hired, except for those previously employed by the County before this agreement. Both parties agree that this payment is a reasonable estimate of damages due to the anticipated harm and difficulty in proving loss, and is not a penalty. The parties, having negotiated in good faith, are estopped from contesting the validity or enforceability of this payment.

ARTICLE 5:
ELECTRONIC HEALTH RECORDS (EHR)
ADULT JAIL ONLY | JUVENILE DETENTION CENTER – NOT INCLUDED

- 5.1 CHART MERGE ACCURACY AND REMEDIATION FEE. County will ensure that all County personnel exercise reasonable care and diligence when performing patient chart merges within the electronic medical record system. Incorrect merging of patient charts requires substantial administrative effort to investigate and remediate. In the event of an incorrectly merged patient chart attributable to County personnel, County agrees to pay a remediation fee of \$500 per incident. This fee is intended to offset the time and resources required to separate and correct affected records, including clinical review, data validation, and system restoration. ACH agrees to notify County of each incident and, upon request, provide reasonable documentation supporting the determination. Both parties acknowledge the shared goal of minimizing such errors through proper training and oversight.
- 5.2 CUSTOMIZATION. Customizations to the EHR, if mutually agreed upon, will be paid for by the County. ACH will not pay for customizations to the EHR. The cost of customization to the EHR will be \$300 per hour for time spent on the customization. ACH will not troubleshoot the County's customization issues, if any.
- 5.3 EHR PER DIEM. When the ADP exceeds the contracted rate in any calendar quarter, the compensation variance will be figured on the average number of patients above the contracted ADP for that quarter multiplied by the per diem rate of \$0.33 per patient per day. This rate will increase annually. (Example: If the ADP for a quarter is 10 above the contracted ADP, additional compensation due will be calculated as follows: 10 x \$0.33 x 91) The purpose of the per diem rate is to account for using more server storage space, so EHR per diems do not reconcile down.
- 5.4 HARDWARE, OFFICE EQUIPMENT, UTILITIES, ETC. The County will provide the necessary hardware, office equipment, utilities, etc. ACH will not pay for, replace, or service hardware, office equipment, utilities, etc.
- 5.5 JAIL MANAGEMENT SYSTEM (JMS). The County will pay for the integration ("bridge") between the facility's JMS and/or prior EHR vendor and ACH's EHR, as well as any associated internet connectivity fees.
- 5.5.1 In the event any changes are made to the JMS, the County must notify ACH at least 90 days prior to any changes being implemented. The County will pay for any resulting changes to the integration, including the hourly wage and benefits for the people who need to work to change the EHR accordingly to match the new JMS, which may include but is not limited to establishing the new interface requirements, testing, background work on ACH's end, changing detainee numbers to new (if applicable), transferring records, manual input to get the script ready to run, etc.
- 5.5.2 Failure to notify ACH of these changes may cause the EHR system to malfunction and result in additional charges to the County to correct errors. Failure to notify ACH of these changes may also cause the system to malfunction and result in medical information being permanently lost or unrecoverable.

- 5.5.3 ACH will not be liable for hardware or software problems due to interfacing of the EHR with the County's existing hardware or software.
- 5.6 LICENSE. ACH grants the County a non-exclusive license to use the EHR, subject to this agreement. The County agrees it has no right or claim to the EHR, that it has no title or claim of title to the EHR, and that this license is not assignable without ACH's permission.
- 5.7 LIMITATION OF LIABILITY. IN NO EVENT WILL ACH BE LIABLE FOR ANY LOST PROFITS OR REVENUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR OTHER DAMAGES, REGARDLESS OF THE CAUSE OF ACTION. IN NO EVENT WILL ACH'S LIABILITY EXCEED THE TOTAL COMPENSATION PAID HEREUNDER. ACH WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY, INSTALLATION, OR FURNISHING OF THE EHR UNDER THIS AGREEMENT. This section applies to the E.H.R. only.
- 5.8 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.
- 5.9 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.
- 5.10 SECURITY. The County will not allow any unauthorized person to operate, maintain, or have access to the EHR. ACH will not be liable for damages resulting from the improper or incorrect usage or operation of the EHR by the County, its employees, or third parties. The County understands adequate cyber security services are necessary and will maintain responsibility for cyber security. 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 regarding security/background clearance.
- 5.11 SUBCONTRACTING. ACH may subcontract services, including but not limited to coding.
- 5.12 TECHNICAL SUPPORT. ACH will provide technical support regarding the EHR to the County 24/7, including holidays. If the County asks ACH to troubleshoot County-owned systems/hardware, the County agrees to pay ACH at the rate of \$200 per hour after the first hour (the first hour is free). This rate will increase annually.
- 5.13 TRADE SECRETS. The County agrees that the EHR is a valuable trade secret developed at great expense to ACH and will maintain it in the strictest confidence. The County agrees to implement enough safeguards to protect the confidentiality and proprietary nature of the trade secret in light of its own operating activities. The County will not copy (or allow someone else to copy) the EHR. The EHR will remain the property of ACH.
- 5.14 TRAINING. Initial orientation training in the use of the EHR will be provided at the time of startup. The County agrees to pay for any additional training at the rate of \$100 per hour, plus travel expenses (transportation, meals, lodging, etc.). This rate will increase annually.
- 5.15 TRANSITIONING FROM OTHER EHRS. If the previous EHR is maintained until ACH's DetainEMR starts, the County (not ACH) will handle the gathering and obtaining of records

(and any associated costs). ACH will not be responsible for that service or cost (if any). If ACH is asked to gather and obtain those records, the County agrees to pay an additional cost for those services.

5.16 WARRANTY.

5.16.1 As-Is. The EHR will be distributed to the County on an "as is" basis without warranty of any kind, except as contained in this agreement.

5.16.2 Performance. ACH warrants that the EHR will perform substantially in accordance with end user documentation. ACH does not warrant that there will not be errors or downtime.

5.16.3 Title. ACH warrants that it owns the EHR software (DetainEMR).

5.16.4 Virus. ACH warrants that, to the best of ACH's knowledge and belief, the EHR does not contain any harmful code.

5.16.5 Notification. Once the County becomes aware of a potential warranty claim, the County has 30 days to notify ACH of any warranty claims.

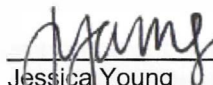
5.16.6 Exclusive Remedy. The exclusive remedy for breach of warranty is for ACH to repair the EHR. In the event the first exclusive remedy fails of its essential purpose, the alternate exclusive remedy for breach of warranty is for ACH to refund the County's purchase price of the EHR.

5.16.7 **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

5.16.8 **THERE ARE NO OTHER REPRESENTATIONS, EXPRESS OR IMPLIED, BETWEEN COUNTY AND ACH WITH RESPECT TO THE EHR.**

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

ADVANCED CORRECTIONAL HEALTHCARE, INC.



Jessica Young
President & Chief Executive Officer

Date

SHERIFF OF CHAMPAIGN COUNTY, ILLINOIS



Dustin D. Heuerman

07-29-2026

Date

DIRECTOR OF PROBATION AND COURT SERVICES, CHAMPAIGN COUNTY, ILLINOIS



Shannon Siders

7/29/26

Date