

The Board met in due form with the following members present: Roosevelt Allen, Jr., Frances DuPey and Gerry Scheub. They passed the following orders, to wit:

There was a moment of silent prayer; the Pledge was given and the Emergency Exit Announcement made.

A courtesy copy of the agenda and notice of this meeting was faxed by Brenda Koselke to the Times in Munster and Crown Point, the Post Tribune in Merrillville and Crown Point, WJOB Radio Station, the Star, WLTH Radio Station, Comcast Cable, the Calumet Press, Portage Journal News, Pilcher Publishing and the Gary Law, Channel 21 media on the 21<sup>st</sup> day of June, 2007 at about 9:45 a.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 21<sup>st</sup> day of June, 2007 at about 9:45 a.m.

Order#1 – Agenda #5A

In the Matter of Notices/Agenda: Certificate of Service of Meeting Notice.

DuPey made a motion, seconded by Scheub, to accept and make a matter of public record the certificate of service of meeting notice. Motion passed 3-0.

Order#2

Attorney Kopack stated you have present in front of you representatives from Correct Care Solutions.

Mr. Cumminskey, a representative from Correct Care Solutions, said we appreciate the opportunity and the ability to work with Lake County. We have approximately 30,000 inmates under our care in 9 different states. We have a lot of experience but we don't have a lot of fancy brochures. We really rely on word of mouth and our references. Every one of our clients is a reference. We're very proud of that. We're going to take on the challenges that exist in the jail, although it will be challenging.

Sheriff Roy Dominguez said this Company and their staff is known throughout the Country. This Company's business is exactly what we need in our jail in terms of professional services, what we can do in the jail, how do we perform the best services and how they can assist us to ensure that we are providing the best services and still receiving the right prices for the taxpayers. It is imperative that we look at people who are providing the services on an everyday basis. This is their business. This is what they do. I can say to you that I am very excited about the quality of work that they do, the quality of staff that they have, and the number of staff that they have. What I mentioned to them is computerizing further and documenting further using our program of which they're familiar with. Will help us to better utilize our computer system and be able to track and be able to ensure better services and safety inside the jail. I am excited about getting them in here to further detail for us hospital manage care, admitting services and what is it about psychological care suicide protocol and all these other things that we need and they have a wealth of experience and staff members who would be able to figure things out.

Commissioner Allen has a question. As far as the prices interventionist the non-license personnel, those hours decrease by 14 hours per week. How will that impact the services at the jail? I would imagine that those services are being provided by CCS.

Mr. Cumminski said I'm not exactly sure which decrease that you're speaking of. Is that from the current.

Commissioner Allen said he's looking through the Proposed Medical Staffing.

Sheriff Dominguez some of the areas where we found that it didn't assist us in ensuring continue national accreditation standards in terms of how to procedures you'll see that in other areas have been increased. You take the EMT section. The EMT doesn't provide us with the right type of medical personnel that has been removed as well. We will be able to save those dollars that we transitioned from where we at to where we going. Just benefits alone will cost \$14,000.00 for each employee and the salary for each EMT is about \$25,000.00 and when we add them both together it's between 35-40 thousand dollars. In time we will be able to transition from that having LPN and crisis intervention and you'll see that our psychologist and some of the staff from CCS will be able to provide us with better services.

Mr. Cumminsky stated again first time I looked at this particular document but in our visits with the facility last week and our meetings with both the Command Staff as well as some of the individuals that will be taken over as part of Med Staff, we found that there are some inefficiencies that currently exist and that I believe from a mental health standpoint you're going to see a case load reduced once proper system and protocols get put into place. There are some numbers that seem very unusual based on our knowledge of correctional healthcare and mental health in correctional facilities and some of the ratios are very unusual extremely high 2 or 3 times that what we typically see so assuming that Lake County Indiana doesn't have 2 or 3 times the mental health issues of all the other facilities that we handle across the country we believe that there is going to be some efficiencies created which will better utilize the mental health personnel to do the mental health.

Commissioner Allen stated we've had unusual high suicide rates, that's mental health issue. That's why I was concerned about crisis convention.

Attorney Kopack spoke.

Sheriff Dominguez said without having licensed individuals is a step in the right direction than having unlicensed. The services will be better and the management will be increased. We're better off having nurses than having EMT's. Under the previous proposal required us to do a number of things that we didn't think was either best suited or best practices and nor was it cost effect to the taxpayers.

Commissioner Allen stated he noticed on the chart their reducing their registered nurses 14 hrs/week and the licensed practical nurses 20 hrs/week less. I think you are increasing the advanced practical nurse. Does that apply to CCS or is that part of MedStaff?

Attorney Kopack stated this chart is basically showing you the differences between the total Southlake proposals that they made on May 11, 2007. The one they withdrew on June 6, 2007 and the two proposals that CCS and Medstaff combined. The most

important issue for CCS would be your second category that psychiatric mental health professionals. Under your old contract with Southlake they were required to provide you two hours per week and that's a seven-day week of licensed psychiatric or psychological individuals present in your jail. Under your new contract, that quadruples to eight hours per week. There will be a licensed professional there four times greater in the Lake County Jail.

Sheriff Dominguez said that's going to assist us greatly in detection and counseling and other protocols to detect those who maybe at risk for suicide, those who have indicated that they may commit suicide, and a suicide protocol. This company has a suicide protocol that we are pleased with. I'm limited on what I'm able to say because there maybe other issues that may come up regarding the previous services that I'm not at liberty to discuss. This company has that and when we quadrupled the licensed mental care it is going to be a lot better for us here at the Jail.

Commissioner DuPey says she has two questions. On the crisis interventionist non-licensed personnel Southlake was at 168 your 120 and you who that's a 14-hour decrease. Should that not be 48 hours? The difference between 120 and 168 would be 48.

Attorney Kopack said yes it would be 48. That's a typo I guess.

Commissioner DuPey says 48 hours is quite a bit.

Commissioner Schueb asked what does a crisis interventionist do and how many of them are there?

Attorney Kopack stated you have several of them. They're basically employees. They have no background or training. They're trained on the job. The one benefit we feel we're going to get from CCS is they're very skilled and experienced in training jail personnel in the areas of recognizing psychological problems and the screening process would greatly improve in the Lake County jail. CCS will be providing a lot of training. I know the contract is very long but the training and services provided by CCS but the training and the fact that CCS is going to help and assist the jail in developing more current and modern policies in mental health areas greatly going to assist everybody.

Commissioner Scheub asked are these our employees or their employees. There got to be at least three of them right?

Attorney Kopack answered, the crisis intervention people are actually employees of MedStaff.

Commissioner DuPey said everything under personnel is MedStaff.

Commissioner Allen said he was under the impression that some of the staffing was under CCS and some was MedStaff, a combination of the two. They show the contract cost down here on the proposed cost analysis where it's including some of your, CCS, cost and your staffing and including some of your employees.

Sheriff Dominguez says the summary you have Mr. President drafted by Mr. Kopack in order to rather than going through all the different parts of the contract. He's outlined it for you.

Commissioner Allen said I was using it, we don't have a standard and the only standard that we could actually use would be Southlake since they were in the jail for so many years and since in their proposals they felt and the suicide that occurred on their watch, so they felt that this point in their new proposals they needed 168 hours for crisis intervention even though their non-licensed personnel. So that's the standard I was using when I was making the comparison between the two companies. There must have been some reason they felt in their new proposal that they needed non-licensed personnel. I guess to intervene if there was a crisis and the physician wasn't available or weren't around at that particular time because often times in a crisis someone has to be present and has to be there when the crisis occurs rather than after the fact.

Sheriff Dominguez stated you've touched up on some things that well taken advice from all of us. My intention is not repeat what I hope to change for the future. But rather say here's what we have and here's how we intend to move it forward. I'm going to chose my words carefully because there are those here who intend to document everything I'm saying because there are other issues that I'm not at liberty to discuss or able to mention, but I can say that it's not my intent to continue as in the past or rather to say to you we feel very good as we move forward with both CCS and MedStaff to provide better quality services. More in of itself especially with non-licensed does it necessarily make it the right protocol.

Commissioner DuPey said under the Southlake proposal they had psychiatry mental health professionals that had tow hours a week and this increase was to eight hours a week which helps out in an area we're talking about and then if you want to compare that to crisis interventionist that was non-licensed personnel and they've reduced those hours but if they pick this up here that should go a long way towards helping in any of the suicides. And I just want to make that comment but I never got to ask my second question. The GED instructor, I was surprised to find this in the Southlake proposal because we have budgeted for a teacher through... unless it's been taken out, we've always had the jail teacher's spot in that budget.

Sheriff Dominguez said for the juvenile not for the jail.

Sheriff Dominguez states as you can see that has been deleted for obvious reasons. 17 people in a year's time, which is 1 ½ persons per month, and we feel that going with Ivy Tech would better suite us because that's what they do. That's what CCS does, MedStaff does, that's not what Southlake Mental Health does.

Commissioner DuPey said the reason she questioned it's been 11 years since I've been on the Council and I always knew that teacher's position was there. That's why I was saying. I forgot it was in the Juvenile not the Jail. My mistake.

Sheriff Dominguez said I appreciate it. I hope I was further expounding on trying to move forward with further practices.

Commissioner Scheub asked, Will we be transferring the prisoners to Ivy Tech?

Sheriff Dominguez answered no we will not. The will come inside the jail. But also not only will they come inside the jail we believe with the money spent even though with Southlake we still pay for it. Southlake isn't giving us anything under the old proposal. The prices say that the person who is from Southlake and round figures is probably \$30.00 plus benefits, in a minimum about \$40,000.00 for someone who we believe was doing more than 17 persons. With \$40,000.00 you get a lot more from Ivy Tech than that. The other thing is that once we get these folks in the jail that qualify for the GED program with Ivy Tech, then Ivy Tech has assured us that they will then continue the process to see if they can get college financial aid and/or grant for that when they finish their GED they qualify to go on with Ivy Tech then once they're released from here they go see the folks at Ivy Tech and we make it into a reentry program to continue their education which we believer will be better suited for all of us.

Commissioner Allen said the terms of the contract is one year and the annual rate is \$322,000.00. In subsequent years it will include a 3% increase if the contract is renewed. Is that correct?

Commissioner Scheub said he thought they were going to do it for 3 months on an interim basis then go out for bids.

Attorney John Dull stated the contract can be terminated in 45 days.

Commissioner Scheub said the only problem he has with the whole thing again is this was not competitive. The only thing I'm still worried about is this still should have gone out competitive bid. Because there are other companies that are available to see a comparison. We as Commissioners we have no comparison. I thought at the last meeting we were going to give a temporary 30 60 day contract to cover for Southlake leaving and then get contract and review them and then give an annual contract out. That was the impression I had when we left last week.

Sheriff Dominguez said in order to move forward with getting the RFP and having two lawyers and also having these folks come in and saying here are some of the services you are going to need and some of the issues that we have in the jail they're going to need at least 60 days to put this RFP together and then also to have the bidding and everything else. You're not going to be able to get all that done in 60-90 days. So this is a 1 year contract. Give them a chance to get and also give us a transition and it doesn't put all of us under a gun of 90 days and your back in back out and all this other stuff. It has a 45 day clause in the event something was to occur. So upon a 45 day notice it still satisfies that.

Commissioner Scheub said but then we still have to go out again for bids and that's another 45 days so. The only thing I'm saying Sheriff is that Commissioners are responsible for the contracts and for the work that's being done. Six months from now you can say the Commissioner signed the contract.

Sheriff Dominguez said he's never said that.

Commissioner Scheub stated we've had people say that and the only thing I feel bad about is I wanted to review this with people and really have a chance to digest this and I haven't had the chance to digest any of it because to me it wasn't done through proper procedure. We did it at Commissioner's meeting, we had proposals sent, and I think John you said it at the last meeting we get sealed bids, we go out for proposals, and we do it right. For the public to understand what's happening I think they have to understand that this was done competitively and it wasn't done competitively. Because the Commissioners' didn't know what was happening.

Sheriff Dominguez said but it will be.

Commissioner Scheub said yeah but it's a year we have to live with something that wasn't bid competitively and I can't go with a year contract.

Sheriff Dominguez said it has a 45 day notification.

Commissioner Scheub said I know that Sheriff. You're even saying it going to take them 3 months for them to get their feet on the grounds. So if we come back in the next 45 days we're not going to know until we get the.....

Sheriff Dominguez said Commissioner you can't put this undo pressure in the system.

Commissioner Scheub said the undo pressure has been put on us.

Sheriff Dominguez said same here. There's a lot of things I can't say. I can say that if you try to say 60-90 days you're going to have extreme pressure. This gives us a chance to do it. It gives us two lawyers, and opportunity to prepare things and sit down with CCS and MedStaff and others. It is an interim because there is a 45 day clause but yet you still have to have at least a knowledge knowing that. CCS can come in here and say you know what we're out of here in 45 days.

Commissioner Scheub said 45 days doesn't give us time to go out solicit bids and bring in new company.

Sheriff said that's exactly why we're doing this way Commissioner.

Schueb said 45 days isn't even enough.

Commissioner Scheub said it should have came to the Commissioners to put on the agenda that they opt out of their contract. They've given us 140 days. We should go out for proposals. That's what should have been done. But it was never done.

Attorney Kopack said I apologize to you at the last meeting for that. If you want a properly drafted RFP I need CCs. This company is here as we go along we're going to be evaluating what we have had in the past and what we're going to need in the future.

Commissioner Allen said he thinks on the term of agreement the termination 45 day is too short. In my opinion it should 120 days but it also think that this automatic renewal clause should be taken out. That forces the county when this contract comes for termination to review the contract and decide rather to renew the CCS or whether to go out for request for proposals to get a new company in here. Often times that automatic renewal clause in there, if the Commissioners don't get notification about the notice time which was some confusion with Southlake we thought at one point that the notice was suppose to come to us and so if you take that Automatic renewal clause out of there then the Sheriff's Attorney and Commissioner's Attorney and everybody is forced as some point to bring the contract and this issue up in before the board. It forces action. And the issue Commissioner Scheub is talking about we won't have in the future.

Sheriff said when we do the RFP it will be a new contract. In the interim we already know that Mr. Dull and Mr. Kopack will be discussing and submitting for your review the new RFPs. This is the interim contract.

Schueb said an interim contract is what we were discussing 3,4,5 months. This is an actual annual contract.

Sheriff stated we're going to have an actual contract during the mean time while we do the RFP.

Commissioner DuPey stated what happened before and I think we're taking steps so that doesn't happen again is that when Southlake had the contract they felt they were contracting with the Sheriff. So communication went to the Sheriff and it bypassed us. So we're taking a deeper interest in this contract now so that is does come to us and these people would know that when you're ready to leave, renew whatever come to the Board of Commissioners. We are the people who sign the contract. I went

over this with a fine-toothed comb. I spent a lot of hours on it. I made a lot of changes. They've accepted the changes that I asked for. On the term of the agreement, I believe that they're right that something I missed. I think that what we should do to protect ourselves because we need the service now, is that we would approve this contract at least until the end of the year and then renegotiate maybe 30-45 days prior to the end of the year that we then renegotiate not only with you but we put of RFPs for other people. I would like to take that out all together. The contract will be now through December 31, 2007.

Mr. Cumminsky stated first of all I absolutely understand the challenges that are faced with the County right now. You had a provider who has terminated and who was 3 or 4 days from start date. I was very impressed with the Sheriff and his command staff and the conversation I had with them, and Valerie from MedStaff. We're not interested in an interim contract. We're interested in long-term partnerships. This is new information for us. I'm not interested in signing a three month contract or even a six month contract. I understand you guys are in a tough situation. I'm not trying to put anybody in a corner. This is changing at this hour. In the best interest of our company I'm not willing to do that. We can't do that and I know that you guys in a tough spot and I don't know what that means but honestly we've been very handcuffed as to what we can do without a contract. Not to be able to offer people employment. And we have a lot of challenges to get this thing done. We are going to invest a significant amount of money during this transition to make it happen and if you're intent is to do an interim contract for 3 or for 6 months we can respect that but CCS not the kind of relationship we're looking for. We've never terminated a client, we have a tremendous track record and we have to pick the right opportunities for us. I want to be open with you. I understand you're challenges. I don't want to put the Sheriff, the Command Staff, or you in a tough decision. We had nothing to do with the position you are in today. We've continued to make changes and massage this thing and quite honestly I'm not real comfortable with the direction it's going and the intent as we sit here today. I'd rather us have the conversation. You said it yourself madam you guys are the one signing the contract and I want to have the same conversation with you or the Sheriff or anyone else.

Commissioner Allen said I think the biggest problem is not so much the term of the contract being one year. I think our problem is the Automatic Renewal clause. I don't think the contract should automatically renew on an annual basis. That forces the County to come back to the Commissioners with the contract. I think the Automatic Renewal clause should be stricken. It should be taken out of the contract.

Sheriff Dominguez said six months happen so quickly and with all the other issues that we go to do and this one here requires a lot of thought. We've put in a lot of thought and we brought somebody here, a company and companies, including MedStaff who are ready and able to provide with professional services.

Attorney Kopack stated I talked with the representative from CCS and the recommendation is acceptable to them, Automatic Renewal. They can live with a 1-year contract. They understand your situation.

Commissioner Allen said that's my sentiment. If they're a good company that they confess to be and the deliver the services then they should have no problem what so ever with the Automatic Renewal clause be taken out.

Sheriff said in the interim the Johns will get together and do the RFP. If you did an RFP and didn't have these folks in here saying, this is what you're facing, then are we really taking care of the business that we need to take care of. I know sometimes I try to find the problem and the potential solution. This helps me do that. What is the problem you're facing? The RFPs is intended to resolve those solutions. If we did the RFPs in advance.....we're just discussing it. It's not my intention to be antagonistic.

**Commissioner Scheub said we wouldn't be here today if this was done properly. We wouldn't be having this meeting.**

Sheriff said it has been done properly Mr. Scheub because you got to find out what it is we're facing. We also have litigation that I must be mindful of together and we've been doing that. We've been trying to make sure all these things are in place. It just doesn't work that way in terms of doing it. Where it says Automatic Renewal, we need to be sure we have several issues, beating, suicides and things of that nature. We have our facts and figures in place and we bring someone in who says this is a major company who I thank them for saying we're going to take on these challenges and we're impressed by your staff and it commitment and the Commissioners and we'll do it one year and in fact this company is saying in 45 days you can kick us out and we're still going to invest all of this money, all of this resources both of them and still do that and say we hope that once we are able to get in here and tell you some of the things you can do and they things we can do together that these are the RFPs, the characteristics you need in the RFPs in order to solve potential problems to avoid problems and provide better savings to the taxpayers.

Commissioner DuPey said she believes she could do this from July 1, 2007 to June 30, 2008, but prior to June 30 not just some notice from you saying that we're quitting or not even the 45 day notice. I believe that if there is any dissatisfaction we should know about it 45 days in advance. Before June 30<sup>th</sup> we should have some advance notice, everything going well, is there a problem we need to address or to look out for when we advertise for the new contract. I'm with Commissioner as for as taking out the Automatic Renewal.

Attorney Kopack stated as they've indicated they don't have a problem with the removal of the term Automatic Renewal. Talking with each other, if there are any type of problems. I will contact or notify the Sheriff that will notify the Commissioners. Also Commissioners will sit down with CCS to have an avenue to contact them and sit down with them. Open communication is what I like about this company. This company is built on communication.

Sheriff Dominguez said the previous contract we weren't here for that was in place requires us the taxpayers to indemnify Southlake Mental Health. These folks are saying we'll indemnify you the County taxpayers. It is a complete reversal significantly. We become protected and the taxpayers and the taxpayers are not indemnifying the vendor, the vendor is indemnifying us. So we intend to make sure it all succeed as we did with the previous one but indemnification is a major factor as we all know. And this one changes it around, they're going to indemnify us rather than us indemnifying the vendor.

Attorney John Dull said this is what he sees happening. The next 60-90 days there going to get this RFP done. Somewhere around November bids are going to come in. In somewhere around December pick where you're going down the road. There is going to be a RFP developed. I can't do it. The hardest part of the RFP is the subsequent component of what Medical people provide. We had that. The development of the RFP is easy wrap it around that then your done. What he's seeking Commissioner Scheub, some indication that its not now April 15<sup>th</sup> and we're arguing about when the RFP is going to be developed. The other two Commissioners I believe are satisfied and the vendor for this period of time. But all three of them felt the procedure shouldn't be difficult. Should have more time so that John and I could develop the RFP. The point is this can you draw a line in the sand when the RFP is done.

Commissioner DuPey stated in the past we had to rely on Southlake to do the RFP. No one here had the expertise to do it and that's what I think is going to happen here. What we're going to do is as we get into this we're going to find what works and what doesn't work and you're going to build your RFP from that. Because definitely you have some differences between what Southlake provided and what you're going to provide. Maybe we may take another look at this and say well Southlake was better

in this area and you guys are better in this area. You're going to have to put this all together. No one here has the expertise to do the RFP to develop the specs. For years and years admittedly we had to rely on Southlake to do the specs for us.

John Dull said personally I have no problem with them putting together the RFP. I handed to anybody and anybody that read it would know what it meant.

Commissioner Allen asked Where is the Indemnification clause in this contract?

Attorney Kopack said Mr. Cumminskey said he's glad to help us with the RFP. They worked on this type of thing before. They're very experienced indicating timelines realistically and honestly. Could take them several months to really develop a feel of what's going on in the jail, what you're needs are. I asked him by the end of November of this year if he could have the information that Mr. Dull and I would need to prepare the technical set of the RFP indicating he thought that would be a fair timeline and then Mr. Dull could have everything ready for the formal RFP for your review by the end of the year early January right after the holidays.

Commissioner Allen said o.k. The Indemnification clause?

Attorney Kopack said, That may have been accidentally taken out.

Mr. Cumminskey, Bottom line we indemnify all our clients. I agree it's not in this final version. Letter F, page 5 of 9, Section III Mutual Responsibilities of CCS and COUNTY, was intended to insure that if there's gross negligence on the part of someone from the Sheriff's Department that obviously we would be protected, should we be named, but. Scheub, see that's the problem we haven't had the chance to digest all this. DuPey, John if we take a recess could you and Mr. Kopak re-do "F" to include the indemnification clause.

Commissioner Allen said Five (5) minute recess.

Order #3 Agenda #10

In the Matter of: Specifications: Jail Security Surveillance System

Scheub made a motion, seconded by DuPey, to approve the Specification for Jail Security Surveillance System and ordered same to advertise with the return of bids for Wednesday, July 25, 2007 prior to 9:30 AM in the Lake County Auditor's Office. Motion passed 3-0.

Order #4 Agenda #9

In the Matter of: Request for permission to seek Proposals for Medical and Mental Health Services at the Lake County Jail. Proposals to be returned by Wednesday, July 25, 2007 prior to 9:30 AM in the Lake County Auditor's Office.

The Board has taken no action on this item, at this time the specification is not ready. NAT.

Order #5 Agenda #8

In the Matter of: Request for permission to seek Proposals for Medical Consulting Services and Peer Review at the Lake County Jail. Proposals to be returned by Wednesday, July 25, 2007 prior to 9:30 AM in the Lake County Auditor's Office.

Upon discussion between the Lake County Sheriff and the Board of Commissioners of Lake County, DuPey made a motion, to amend this contract as it's gone through and one of the amendments being to change item E and eliminate item F.

Motion entertained by Commissioner Allen, President, to approve the Jail Medical Consulting Contract for RFP. DuPey, made a motion to accept the revised draft for advertisement for the return of bids by July 25, 2007, to go out for bid not proposal, Allen agrees.

Amendment to the main motion, as so stated by Allen:

**Original** Item 1, last sentence where it says, The contract will be for an initial term of one year with an option for 3 additional one year extensions.

**Change:** Item 1. The contract will be an initial term of one year.

**Original** Section 3, Item E: Advising police officers and criminal and other investigations relative to medical issues.

**Change:** Section 3, Item E: Advising Sheriff and criminal and other investigations relative to medical issues.

**Original:** Item F, delete

**Original:** Section 4, Preferred qualifications, instead of, all responders should meet most or all of the following qualifications for proposals to be considered responsive, it should say, that the preferred qualifications should include one or more of the following:

**Change:** Section 4, Preferred qualifications, it should say, that the preferred qualifications should include one or more of the following:

**Original:** Section 5, The term of this agreement shall be a one year commencing July 1<sup>st</sup> thru June 30

**Change:** Section 5, The term of this agreement shall be a one year commencing September 1, 2007 thru August 31, 2008

**Original:** Section 6, Compensation, Shall be billed on a monthly basis itemized by the consultant for assignment at a per hour rate.

**Change:** Section 6, Compensation, Shall be billed on a monthly basis itemized by the consultant for assignment at a per hour rate to be determined by negotiation.

**Original:** Section 7, Expenses

**Change:** Section 7, The entire section, to be stricken.

This is the amendment, so ordered. DuPey made a motion, seconded by Scheub, to approve the amendment as so stated. Motion passed 3-0.

DuPey made a motion, seconded by Scheub, to approve the main motion as amended. Motion passed 3-0.

Order #6 Agenda #6

In the Matter of: Interim Contract between Correct Care Solutions, LLC and the Board of Commissioners of the County of Lake on behalf of the Lake County Jail.

DuPey made a motion, seconded by Scheub, with the understanding that a new proposal will be done to be advertised this Fall, to approve the Interim Contract between Correct Care Solutions, LLC and the Board of Commissioners of the County of Lake on behalf of the Lake County Jail, approval upon distinct review and discussion with moderate corrections by the Board, Attorney Dull, and Attorney Kopak. Motion passed 3-0.

**C O N T R A C T   A G R E E M E N T**  
**B E T W E E N**  
**C O R R E C T   C A R E   S O L U T I O N S**  
**A N D**  
**L A K E   C O U N T Y ,   I N**

THE AGREEMENT is made and entered into this 27 day of June, 2007, by and between Lake County Indiana, by its Board of Commissioners and Sheriff, hereinafter referred to as "COUNTY", and Correct Care Solutions, LLC, hereinafter referred to as "CCS".

THAT WHEREAS, COUNTY is responsible to provide health care services to jail and/or prison inmates under the control of the Lake County Jail (hereinafter referred to as the "FACILITY");

AND WHEREAS, COUNTY, as part of its requirements, is responsible for providing mental health services;

AND WHEREAS, COUNTY wishes to utilize the mental health services of CCS and, correspondingly, CCS wishes to provide mental health services for COUNTY.

NOW THEREFORE, in consideration of mutual promises and covenants, the parties agree as follows:

**I.      RESPONSIBILITIES OF CCS:**

- A. Provide three credentialed mental health professionals licensed in the State of Indiana to each provide mental health services 40 hours per week at the Facility, less leave time and CCS approved employee holidays, 52 weeks per year.
- B. Provide Psychiatry time 8 hours per week at the Facility, 52 weeks per year, by Psychiatrists licensed in the State of Indiana.
- C. Exercise independent professional judgment in the provision of appropriate mental health services that will meet all federal and state guidelines for providing mental health care to inmates.
- D. Assist in the development of policies of Facility as they pertain to the responsibility of CCS to meet all federal and state guidelines for providing mental health care to inmates.
- E. Monitor and evaluate the quality and appropriateness of mental health care provided to inmates at the Lake County Jail.
- F. Provide professional consultation to the Health Services Administrator, or County designee, on an as-needed basis.

- G. Within the staffs expertise provide supplemental in-service education and training for staff members of the Facility, on an as-needed basis, upon request by COUNTY.
- H. Review and support the treatment protocols, formularies and policies established by COUNTY, including compliance with current prudent clinical documentation standards as they relate to accreditation and regulatory agency requirements. Such protocols, formularies and policies will be provided to CCS prior to signing of this Agreement and thereafter if amended, prior to the effective date of any amendment to such protocols, formularies and policies.
- I. Maintain credentials as required for professional services to be rendered under this Agreement. All CCS staff shall be credentialed as mental health professionals by the Indiana Department of Mental Health.
- J. Make no additional charges to COUNTY patients or other third party payors, for services rendered during regularly scheduled COUNTY hours or for services for which COUNTY has paid CCS. The fees paid by COUNTY represent the CCS's full compensation for services rendered to patients under obligation to COUNTY for treatment.
- K. Coordinate with COUNTY to make appropriate referrals to other healthcare providers.
- L. Attend administrative meetings on an as-needed basis and where appropriate when requested by COUNTY.
- M. Support and adhere to COUNTY procedures and policies, including but not limited to Quality Assurance, Risk Management and Utilization Review as provided under paragraph H. above.
- N. Perform in compliance with relevant national and local standards for universal precautions and the general delivery of health care in Facility.
- O. Accept telephone calls from authorized COUNTY personnel to evaluate mental health problems and provide consultation related to mental health decisions, including emergency referrals, and such other items as are reasonably necessary.
- P. Maintain workers' compensation as well as general (GL) and professional liability (PL) insurance for acts or omissions of its employees acting in an official capacity. CCS will maintain insurance limits for PL and GL of \$1,000,000 per occurrence and \$3,000,000 aggregate for all CCS employees operating under this contract and/or meet all requirements of the Indiana Medical Malpractice Act as a Qualified Healthcare Provider. CCS shall give COUNTY thirty (30) days notice of any policy coverage changes.

- (1) It is agreed that each party to this Agreement shall be responsible for its own acts and/or omissions and are not responsible for the acts and/or omissions of the other party.
- (2) Workers Compensation: COUNTY shall not be responsible for providing workers' compensation or any other benefits or coverage to CCS or its employees, if any, since CCS is an shall remain an independent contractor. All such coverage required by Indiana law shall be acquired by CCS.

Q. CCS agrees and warrants the mental health services and levels thereof provided to the County will meet and continue to meet all minimum federal and state laws or regulations relating to mental health services provided to jail inmates, including all protocols and standards of the National Commission on Correctional Health Care (NCCHC), and will attend all meetings and provide all data to all federal and state regulatory agencies to be and continue to be in full compliance with all federal and state regulations and NCCHC standards.

R. Equal Opportunity and Affirmative Action. CCS agrees by the execution of this contract that in regards to its operations:

- (1) No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
- (2) The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
- (3) The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
- (4) The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
- (5) Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to such breach or default.

S. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the CCS and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the CCS by this agreement.

T. Information Availability.

- (1) Non-Privileged/Confidential information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
- (2) County recognizes and acknowledges that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of CCS and CCS's business and computer operations. County hereby agrees that it will not, at any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of CCS.

## **II. RESPONSIBILITIES OF COUNTY:**

- A. Maintain generally accepted professional and quality standards and comply with all applicable federal, state and local regulations regarding the provision of healthcare and mental health services.
- B. COUNTY will be responsible for all costs associated with pharmacy, off-site services, lab, hospitalization, etc. except those expressed in Section I.
- C. COUNTY will reimburse CCS at the annual rate of \$322,000 for mental health services. This amount will be paid monthly in twelve (12) installments of \$26,833.33 each. Payment will be due on the last day of the month for that month's services or at such times agreed to by the parties. Any changes to this agreement, any of its terms, or the compensation provided herein, other than those detailed within this agreement must be mutually agreed upon by both parties in writing.
- D. All payments due hereunder, notwithstanding any other provision in this agreement, shall be paid to CCS pursuant to the customary and normal procedures for payment of claims by vendors against a municipality under Indiana Law. CCS shall complete and timely submit all Payment Forms prescribed or approved by the State of Indiana, the Indiana State Board of Accounts and the Board of Commissioners of the County of Lake prior to any payment being due, all payments shall be and are subject to annual funding and appropriation by the County fiscal body.

**III. MUTUAL RESPONSIBILITIES OF CCS AND COUNTY:**

- A. Each organization agrees to appoint a liaison in writing and the respective liaison so appointed by each party shall have full authority to oversee implementation, resolve problems and evaluate performance under this agreement. The COUNTY liaison shall be the Sheriff and/or his designee.
- B. Make available to the other, appropriate client/patient treatment, payment, and healthcare operations information, both written and verbal, to include, but not restricted to, clinical and medication records, service plans, correspondence, admission and discharge data, and financial information.
- C. Any exchange of such information shall comply with applicable federal, state, and local regulations (including HIPAA) as well as the policies and procedures of each organization.
- D. Ensure the confidentiality and security of protected client/patient information, including the safeguarding of written materials and to comply with applicable federal, state, and local regulations (including HIPAA) as well as the policies and procedures of each organization. All records and inmate information shall be and remain the property of the Lake County Jail.
- E. Agree not to re-disclose information provided to the other without written consent and approval unless otherwise authorized by applicable state or federal and state law or regulations.
- F. CCS agrees to indemnify and hold the Client harmless on any and all claims, causes of action, costs, attorney fees and any other expenses relating to the medical and other services provided to the Client by its agents, servants or employees. It is agreed that each party to this Agreement shall be responsible for its own acts and/or omissions and are not responsible for the acts and/or omissions of the other party. Each party shall immediately notify the other of any cause of action commenced by any third party that may relate to the medical services provided by the Agency to any inmate and the parties further agree to cooperate and assist the other in defending any cause of action relating to medical services provided to inmates at the Lake County Jail.

**IV. TERM OF THE AGREEMENT:**

The initial term of this contract shall be from July 1, 2007 through June 30, 2008, subject of the right of either party to termination the contract upon 45 days notice in writing to the other party. Written notice of compliance with the terms of this agreement shall be provided by CCS to the Board of Commissioners 55 days before each renewal.

**V. REPORTING PROCEDURES:**

For activities related to this Agreement, CCS shall report to the COUNTY designee.

**VI. TERMINATION OF THE CONTRACT:**

A. COUNTY and CCS each will have the right to terminate this Agreement with or without cause at any time upon no less than 45 days' advanced written notice forwarded by certified mail. Termination will be effective upon the date stated in the notice but no sooner than 45 after such notice of termination is received. COUNTY shall have the option to provide payment equal to that which would normally be made to CCS in a 45-day period under the terms of this Agreement in lieu of a written notice of termination. Should CCS terminate the Agreement without cause and without providing 45 day's notice, CCS shall be responsible for reasonable costs incurred by COUNTY in providing coverage for CCS's services that would have otherwise been provided during the 45-day period following notice of termination. CCS agrees that COUNTY may withhold any funds otherwise due CCS in partial payment of such costs and/or any payment for services required by but not provided by CCS under the terms of this agreement.

B. This Agreement shall terminate immediately without further obligation of either party except as required by paragraph A. above and payment by COUNTY to CCS for services rendered prior to termination:

- 1) Upon cancellation, termination or reduction of any insurance coverage required of CCS by this Agreement;
- 2) Upon the termination and expiration of COUNTY's agreement with the Facility for any reason.
- 3) In the event that CCS's security clearance or approval under COUNTY 'S contract is revoked by the Facility for a valid reason.

**VII. CCS's STATUS:**

In performing services under this Agreement, CCS shall be acting as an independent contractor. Under no circumstance shall CCS or any other person employed by or associated with CCS be treated as or hold themselves out as an employee of COUNTY .

COUNTY shall exercise no control over the professional practice by CCS in providing services under this Agreement and COUNTY shall have no retained right of control, express or implied, over the manner in which CCS performs any services which in any way involve the practice of medicine under this Agreement. CCS is not eligible for and may not participate in any pension, health or other fringe benefit plan offered by COUNTY to its employees.

**VIII. WAIVER OF BREACH OR VIOLATION NOT DEEMED CONTINUING:**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.

**IX. CONFIDENTIAL INFORMATION:**

Subject to applicable state or Federal Law or regulation, CCS agrees not to disclose or in any way use, or allow any other person to disclose or use, confidential information of or concerning COUNTY or the Facility either during or after the term of this Agreement without COUNTY 'S prior express written consent. CCS agrees not to use inside information to enrich itself in violation of any federal securities laws. Confidential information includes, but is not limited to, legal or claim data, financial data, methods of operation, policies and procedures of COUNTY , or any information concerning the Facility, whether or not related to medical care. CCS shall not copy or remove COUNTY or Facility records or documents for CCS's own use or for the use of others, nor shall CCS make use of or allow or assist any other person or company to make use of any COUNTY or Facility information, procedure or program, including but not limited to those relating to Utilization Review or Quality Assurance or Improvement, except as authorized by law and under this Agreement.

**X. RELINQUISHMENT OF RECORDS:**

Upon termination of this Agreement, CCS shall promptly return to COUNTY all files, data and materials belonging to or relating to the operations and business of COUNTY including but not limited to all medical records, electronic data and other property of the County.

**XI. NON-SOLICITATION CONVENANT:**

Both COUNTY and CCS agree not to solicit each other's employees for employment during the term of this Agreement and for a one (1) year period following the termination of this Agreement.

**XII. NO COMPETITION:**

During the effective dates of this Agreement, CCS shall not compete directly or indirectly with COUNTY in the provision of comprehensive correctional medical services subject to CCS obligation to provide public mental health services.

**XIII. SEVERABILITY:**

If any provision of this Agreement or the application of any provision to any person or to any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions

shall remain in full force and effect. It is the intention of COUNTY and CCS that this Agreement and each of its terms shall be construed, if possible, in a manner which renders such terms legally enforceable.

**XIV. PARAGRAPH HEADINGS:**

The paragraph headings contained in this Agreement are for convenience and description only and shall in no manner be construed as part of this Agreement.

**XV. ASSIGNABILITY:**

Neither this Agreement or any right, duty or obligation created by this Agreement shall be assigned, in whole or in part, by either party without the prior written consent of the other party.

**XVI. ENTIRE AGREEMENT:**

This written Agreement expresses the entire understanding between the parties with reference to the subject matter hereof. There is no other understanding, agreement or representation, expressed or implied, in anyway limiting, extending, defining or relating to the provisions hereof. All prior negotiations, agreements, and understandings with respect to the subject matter of this Agreement are superseded hereby. This Agreement may not be amended or revised except by a writing signed by all parties hereto.

**XVII. ACCEPTANCE OF THE AGREEMENT:**

This Agreement shall not be considered accepted, approved, or otherwise effective until the statutorily or administratively required approvals and certifications, if any, have been given.

**XVIII. APPLICABLE LAWS:**

Applicable laws for the enforcement of this contract shall be the law of the State of Indiana and the parties further agree that the jurisdiction and venue of any dispute or disagreement concerning or relating to any of the terms, conditions or applicability of this agreement shall be in the Lake County Superior and/or Circuit Courts.

**XIX. NOTICES:**

All notices or other writings required under this Agreement shall be considered as having been provided when personally delivered or received by first-class U. S. mail, certified – return receipt requested, postage-prepaid to the other party at the following addresses:

LakeCounty Commissioners  
2293 North Main Street  
Crown Point, IN 46307

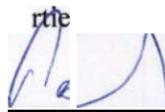
Correct Care Solutions  
3343 Perimeter Hill Drive  
Suite 300  
Nashville, TN 37211

And

Sheriff of Lake County  
2293 North Main Street  
Crown Point, IN 46307

IN TESTIMONY WHEREOF, the hands and seal of the parties are affixed hereto:

\_\_\_\_\_



**6-25-07**

Correct Care Solutions, Inc.  
Patrick Cumiskey  
Executive Vice President

Date

Roosevelt Allen Jr., Commissioner

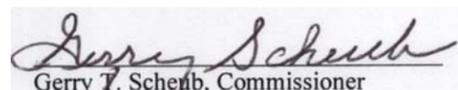
Date 6/27, 2007

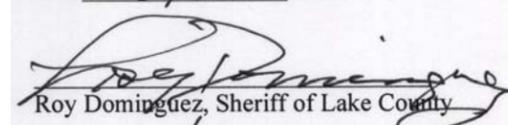
Frances DuPey, Commissioner

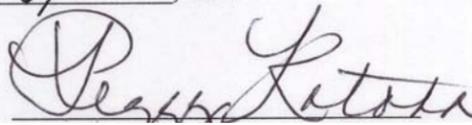
Date 6/27, 2007

Witness \_\_\_\_\_

Date \_\_\_\_\_

  
Gerry T. Scherb, Commissioner  
Date 6/27, 2007

  
Roy Dominguez, Sheriff of Lake County  
Date 6/27, 2007

Attest:   
Peggy Katona, Lake County Auditor

## Order #7 Agenda #7

In the Matter of: Interim Contract between Med Staff, LLC and the Board of Commissioners of the County of Lake on behalf of the Lake County Jail.

DuPey made a motion, seconded by Allen, to approve and go forward with the Interim Contract between Med Staff, LLC and the Board of Commissioners of the County of Lake on behalf of the Lake County Jail. Motion passed with a 2-1 vote, Scheub against.

**CONTRACT AGREEMENT**

This Agreement made and entered into this **1<sup>st</sup> day of July, 2007**, by and between Med-Staff Incorporated, hereinafter referred to as the "*Agency*" and County of Lake and the Lake County Commissioners on behalf of the Sheriff of Lake County, hereinafter referred to as the "*Client*".

I. RECITALS

A) The Agency is an Indiana Corporation, licensed under the laws of the State of Indiana, engaged in the business of providing Medical Staffing for clients. The Client operates a jail facility in the County of Lake State of Indiana. The Client, therefore, hired certain employees and independent contractors to fulfill the staffing requirements of the County Jail. The Client desires to retain the services of an independent contractor to provide staffing services in the areas of Physicians, Nurse Practitioners, Registered Nurses, Licensed Practical Nurses, Medical Assistant, Crisis Intervention, Physicians, a Medical Secretary and/or a Medical Records Clerk.

B) Therefore, it is mutually agreed by and between the Agency and the Client that the Agency will provide services to the Client under the following terms and conditions specifically set forth herein.

II. TERM OF AGREEMENT

The terms of this Agreement shall commence on the 1<sup>st</sup> day of June, 2007, and shall continue in full force for until June 30, 2008, subject to a right of termination upon forty-five (45) days written notice by any party to the other via U.S. Mail, certified, return-receipt requested.

III. FURNISHING OF SERVICES

The Agency shall furnish Skilled Nurse Practitioners, Registered Nurses, and Licensed Practical Nurses, Medical Assistants, Crisis Intention personal, a Medical Secretary and a Medical Records Clerk, to the Client pursuant/ to specific requests. The exact number, designation and hours of duty of the medical specialist will be as established from time to time by the Client, the Board of Commissioner, the Sheriff and their respective designees.

IV. COMPENSATION AND BILLING

A) The Agency hereby agrees to provide the services to the Client pursuant to the rate schedule attached hereto and incorporated herein as "Exhibit 1".

B) The Client agrees to pay the amount specified on Exhibit # 1, which is attached hereto and incorporated herein by reference.

C) If it is necessary for the Agency to employ an attorney for collection of an invoice balance that is not disputed by either party and remains outstanding for over 30 days, the Client is hereby responsible for any and all attorney fees and costs of collection incurred by the Agency.

D) Agency shall make no additional charges to Client patients or other third party payors, for services rendered during regularly scheduled Client hours or for services for which Client has paid the Agency. The fees paid by Client represent the Agency's full compensation for services rendered to patients under obligation to Client for treatment.

E) All payments due hereunder, notwithstanding any other provisions in this agreement, shall be paid to Agency pursuant to the customary and normal procedures for payment of claims by vendors against a municipality under Indiana Law. Agency shall complete and timely submit all Payment Forms prescribed or approved by the State of Indiana, the Indiana State Board of Accounts and the Board of

Commissioners of the County of Lake prior to any payment being due, all subject to annual funding and appropriation by the County fiscal body.

#### V. HIRING PROVIDERS AND EMPLOYEES

A) Client acknowledges the special nature of the relationship that exists between the Agency and the personnel which the Agency will provide herein and that the recruiting, training and maintaining of a personnel pool by the Agency is a costly and time-consuming endeavor. The Client promises and agrees that at no time during the term of this Agreement or any renewals hereof, and for a period of (1) year following an employees first assignment at the clients facility, the Client will not directly or indirectly through any means whatsoever, impair or initiate any attempt to impair the relationship which exists between the Agency and its health care providers including, but not limited to, hiring said health care providers furnished to Client herein as employees of the Client.

B) In addition to all legal remedies that may exist for breach of contract, the Client agrees that injunctive or other equitable relief shall be available to enforce this covenant, as contained in Section V. herein, and such relief shall be available without necessity of the Agency posting any bond.

C) In addition to the equitable relief available to the Agency, the Client agrees that as liquidated damages herein if Client violates this Paragraph of the Agreement that it shall pay to the Agency as follows: If the violation occurs within one hundred and eighty days (180) days of the health care provider sending the employee to the Client, then Client shall pay a sum equal to ten (10%) percent of that particular health care providers base salary computed on a full time forty (40) hour work week. If the violation occurs within one hundred and eighty one (181) days to three hundred and sixty five days after said provider sends employee to the Client under this Agreement, then the Client shall pay to the Agency an amount equal to five (5%) percent of said health care providers base salary with the Client based on a full time forty (40) hour work week.

#### VI. MEDICAL SPECIALIST REQUIREMENTS

A) The Agency hereby represents and acknowledges that all of its employees are properly licensed by the State of Indiana in their respective and have taken and successfully completed a drug screen and that all medical and healthcare providers supplied by the Agency shall meet all local, state and federal laws, rules and regulations related to personnel supplying medical services and care to inmates of a county jail . Finally, the Agency represents that all of its employees have at least one year experience in the position of their proposed employment.

B) If any specialized training is required and requested in writing by the Client, in addition to the training already provided by the Agency to meet all state and federal standards for medical providers providing services in a county jail, the Client shall bear the entire cost of providing said services and training. This portion of the Agreement can be altered by further agreement of the parties.

#### VII. INSURANCE

A) The Agency shall furnish at it's own expense and will keep in full force and effect at all times during the term of this Agreement the following insurance:

1. General Liability Insurance with a two million dollar aggregate coverage.
2. Medical Malpractice Insurance with coverage of 1 million dollars per occurrence and a 3 million dollar aggregate coverage.
3. Worker's Compensation Insurance as provided or required by Indiana Statute.

4. The Agency will provide, maintain and keep current a certificate of and proof of insurance by filing same with the Warden of the Lake County Jail and the Lake County Auditor.

B) Agency shall notify the Warden of the Lake County Jail of any changes in its insurer, policy limits and all notices of cancellation of any policy of insurance. All policies of insurance obtained or maintained by Agency to meet the requirements of this agreement shall include the "County of Lake" as an additional named insured during the times this agreement is in force.

#### VIII. EMPLOYEES OF AGENCY

All medical specialists furnished by the Agency will be employees of the Agency and not the Client. The Agency will have the sole responsibility of paying the salaries, taxes and all other expenses relating to such employees of the Agency unless otherwise stated herein. The medical specialists provided by the Agency to the Client shall be under the direct supervision and control of an agent of the Client.

#### IX. INDEPENDENT CONTRACTOR

A) This Agreement shall not prohibit the Agency from performing services for others and the Agency shall be paid only on the basis of the services the Agency actually performs and provides to the Client.

B) It is expressly acknowledged by the parties that the Agency is an "independent contractor" and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or to allow the Client to exercise control or direction over the Agency's business operations.

C) The services to be provided hereunder by the employees of the Agency shall be provided in a manner consistent with the standards governing such services, the provisions of this Agreement and all applicable state and federal laws and regulations.

The Agency and any medical specialists employed by the Agency understand and agree that the health care provider will not be treated as a Client employee for federal tax, unemployment insurance, social security or any other withholding pursuant to any law or requirement of any governmental body relating to the employees of the Agency or make available any of the benefits afforded to employees of the Client, all of such payments, withholdings and any other benefits, if any are the sole responsibility of the Agency and the Agency will indemnify and hold the Client harmless from any and all loss or liability arising with respect to such payments, withholdings and benefits, if any.

E) In the event the Internal Revenue Service or any other governmental agency should question or challenge the independent provider status of the Agency or its employees with respect to the Client, the parties hereby mutually agree that both the Agency and the Client shall have the right to participate in any discussions or negotiations occurring with such agency or agencies, irrespective of whom or by whom such discussions or negotiations are initiated. The Agency shall provide documentation showing that appropriate withholdings have been made and paid to the appropriate governmental agencies upon the request of the Client.

X. COMPLIANCE WITH APPLICABLE STATUTES,  
ORDINANCES AND REGULATIONS

A) The County and the Agency will operate the Service at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rules and regulations of the Hospital, the Medical Staff Bylaws, the applicable standards of JCAHO, and all currently accepted and approved methods and practices of each specialty. Notwithstanding any unanticipated effect of any provision of the Agreement, neither party will intentionally conduct itself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 U.S.C. Sec. 1395 (b) and 1396 (b)).

B) Agency agrees and warrants the medical services and levels thereof provided to the County will meet and continue to meet all minimum federal and state laws or regulations relating to medical services provided to jail inmates, including all protocols and standards of the National Commission on Correctional Health Care (NCCHC), and will attend all meetings and provide all data to all federal and state regulatory agencies to be and continue to be in full compliance with all federal and state regulations and NCCHC standards.

B) All medical records and patient information shall be and remain confidential information which is the property of the Client and the Agency and its employees shall each execute confidentiality agreements and comply with all state, federal and HIPAA laws and regulations concerning or related to the recording, storage and release of any and all medical records and medical information.

C) Equal Opportunity and Affirmative Action. The Agency agrees by the execution of this contract that in regards to its operations:

- 1) No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
- 2) The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
- 3) The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
- 4) The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
- 5) Breach of any of the equal opportunity and/or non-discrimination provisions of the agreement remedy available to the County in respect to such breach or default.
- 6) Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Agency and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Agency by this agreement.

D) Information Availability.

- 1) Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
- 2) County recognizes and acknowledges that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of Agency and Agency's business and computer operations. County hereby agrees that it will not, at any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Agency.

#### XI. SERVICES

The Agency's medical specialists shall, in conjunction with this Agreement, provide those medical services requested by the Client from time to time. The Client's request shall not be outside the particular employee's expertise and licensing.

#### XII. EXECUTION AND APPLICABLE LAW

This Contract Agreement has been executed in Indiana and shall be governed in accordance with the laws of the State of Indiana in every respect. In the event of a dispute over any term and/or condition, the issue shall be first mediated before a mediator selected by agreement of all parties prior to any court proceeding being implemented or filed. If any portion of said Contract is found legally unenforceable, the balance of said Contract shall remain in full force and effect. The parties agree that jurisdiction and Venue of any and all disputes that may arise under this agreement is and shall be in the Lake County Circuit and Superior Courts.

#### XIII. NOTICE REQUIREMENTS

Any notices required hereunder may be sent or delivered to the Agency at: 626 East Third Street, Hobart, Indiana 46342 and/or to the Client at: Lake County Sheriff, 2293 North Main Street Crown Point, In 46383, unless a different address has been subsequently selected and notice thereof communicated to the other party in writing. Other recognized means of written communication such as certified mail, telegram, fax or in-hand personal service shall also constitute an acceptable method of giving notice hereunder.

#### XIV. TERMINATION

A) This Agreement shall terminate upon any material breach or default by either party in the performance of any obligation hereunder which is not or cannot be cured within fourteen (14) days after written notice to the breaching or defaulting party of the existence of such breach or default.

B) Either party may terminate said Agreement without cause by providing written notice served upon the other party either in person or by certified mail, return receipt requested. The Agreement shall terminate forty-five (45) days after service of said notice.

C) Upon termination of this Agreement as hereinabove provided, neither party shall have any further obligation hereunder, except for obligations accruing prior to the date of termination and obligations, promises or covenants contained herein which are expressly made to extend beyond the term of this Agreement including, without limitation to confidentiality of information, indemnities and releases.

#### XV. AGENCY RELATIONSHIP

A) Nothing in this Contract shall be deemed to create a partnership or agency relationship between the Agency and the Client. Further, the Agency shall not be responsible for any actions of the employees of the Client.

B) The Agency will maintain and provide for the Client's inspection all documentation pursuant to law and health care regulations as they pertain to all health care providers furnished to the Client hereunder.

C) The agency will assist the Client in reviewing all policies and procedures applicable to providing medical services to inmates at the Lake County Jail and shall attend all peer review committee meetings conducted by the Client relating to quality assurance, risk management and utilization reviews.

#### XVI. IDEMNIFICATION

The Agency agrees to indemnify and hold the Client harmless on any and all claims, causes of action, costs, attorney fees and any other expenses relating to the medical and other services provided to the Client by its agents, servants or employees. It is agreed that each party to this Agreement shall be responsible for its own acts and/or omissions and are not responsible for the acts and/or omissions of the other party. Each party shall immediately notify the other of any cause of action commenced by any third party that may relate to the medical services provided by the Agency to any inmate and the parties further agree to cooperate and assist the other in defending any cause of action relating to medical services provided to inmates at the Lake County Jail.

#### XV. AGENCY INFORMATION

A) Agency shall provide and keep current a listing of the name, cellular phone number, pager number, email address and other contact information of all health care providers of the Agency who provide medical services to the Client for the purposes of contacting each if required to provide any information relating to the medical care of any inmate.

B) Agency and its employees shall adhere and be bound by all rules and regulation of the Lake County Jail relating and shall keep confidential and secure any and all passwords, security protocols and information relating to the security of the Lake County Jail.

C) All employees of the Agency shall agree to and be subject to any random drug and alcohol testing conducted by the Client and shall be subject to criminal background checks by the Client. Client retains the right to notify Agency of any personnel problems or issues that may arise with any Agency

employee or health care provider and upon such notice the Agency agrees to immediately rectify the problem after consultation with the Client and/or replace the Agency employee with another acceptable health care provider of the Agency.

XV. ENTIRE AGREEMENT

This Contract contains all of the terms and conditions agreed upon by the Agency and the Client with respect to the independent contract relationship contained herein and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter whether oral or written.

**MEDSTAFF, INC.**

**Board Of Commissioners  
Lake County Indiana**

BY: \_\_\_\_\_  
Michelle M Ballog, Manager

Roosevelt Allen, Commissioner

Date \_\_\_\_\_, 2007

Date 6/27, 2007

Frances DuPey, Commissioner  
Date \_\_\_\_\_, 2007

Gerry T Scheub, Commissioner  
Date \_\_\_\_\_, 2007

Roy Dominguez, Sheriff of Lake County  
Date \_\_\_\_\_, 2007

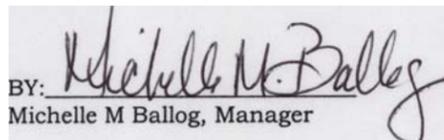
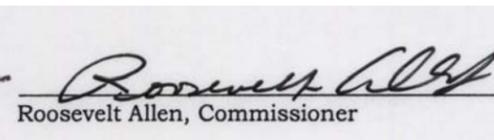
Attest:

  
Peggy Katona Lake County Auditor

Date 6-29, 2007

**MED STAFF, INC.**

**Board of Commissioners  
Lake County Indiana**

BY:    
Michelle M Ballog, Manager Roosevelt Allen, Commissioner

Date 6-22, 2007

Date 6/27, 2007

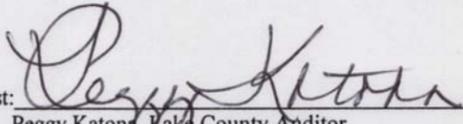
(original reflects signature of Commissioner DuPey)

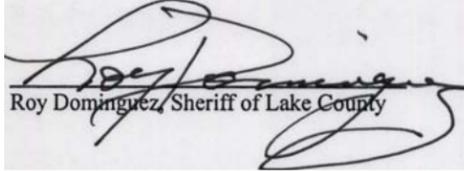
Francis DuPey, Commissioner

Date 7-2, 2007

Gerry T Scheub, Commissioner

Date \_\_\_\_\_, 2007

Attest:   
Peggy Katona, Lake County Auditor  
Date: 6/29, 2007

  
Roy Dominguez, Sheriff of Lake County

Date 07/19, 2007

The following officials were Present:  
Attorney John Dull  
Brenda Koselke  
Delvert Cole

The next Board of Commissioners Meeting will be held on Wednesday, July 25, 2007 at 10:00 A.M.

There being no further business before the Board at this time, Scheub made a motion, seconded by DuPey, to adjourn.

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ROOSEVELT ALLEN JR., PRESIDENT

\_\_\_\_\_  
FRANCES DUPEY

\_\_\_\_\_  
GERRY SCHEUB

ATTEST:

\_\_\_\_\_  
PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR