



# WINNEBAGO COUNTY

— ILLINOIS —

County Administration Building  
404 Elm Street  
Rockford, Illinois 61101

Hope Edwards  
Director of Purchasing  
Phone: 815-319-4380  
Fax: 815-319-4381

July 31, 2024

## ADDENDUM THREE

### INMATE HEALTH CARE SERVICES- JAIL & JDC REQUEST FOR PROPOSAL #24P-2349

Bidders are required to indicate on their Proposer Signature Form that they have received and acknowledged Addendum Three.

The following questions were submitted followed by the answers;

1. The RFP indicated that the Provider shall be responsible for the cost of off-site services. But the Q&A eludes several times of your partnership with Heritage Health processing and paying claims. Who is responsible for the cost of off-site services?

**Heritage Health pays the bills at Medicare rates and the County reimburses them.**

2. The RFP clearly indicates that ACH and Rosecrance are the mental health providers, but it appears you have a contract with Freedom Health for MH services. We had asked for these contracts (based on the RFP) as they should delineate responsibilities. This will affect our program design including staff and cost. Your response to our request for Rosecrane's mental health contract was "Rosecrance isn't our current Mental Health provider," but you did not provide the current contract. You indicated that the contract with ACH was previously sent (which appears to be no longer valid). Please confirm who provides mental health services at each facility. If possible, can you send these contracts?

**ACH is now Freedom Health. The contract was sent with the previous Addendum and is also attached at the bottom of this Addendum.**

3. We have one additional clarification, if possible. Can you tell all vendors what you mean by a "satellite dental lab" which you request for JDC?

**We are looking for a company, if possible, that has the equipment and supplies necessary to examine and provide for the dental needs of the residents of the Juvenile Detention Center.**

Any questions should be directed to the Purchasing Department, 404 Elm Street, Room 202, Rockford, IL 61101 or by phone 815-319-4380, or email [purchasing@purchasing.wincoil.gov](mailto:purchasing@purchasing.wincoil.gov)

END OF ADDENDUM THREE

**BUSINESS ASSOCIATE AGREEMENT**  
**WINNEBAGO COUNTY, ILLINOIS**

**Definitions**

Catch-all definition:

The following terms used in this Agreement will have the same meaning as those terms in the Health Insurance Portability and accountability Act of 1996 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 (PHI), 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 Freedom Behavioral Health, 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 County of Winnebago .Illinois, on behalf of the Winnebago County Sheriff's Office.

(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; Share assessments with courts and other community partners with signed Authorization for Release of Information (ROI).

(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 or 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.

(f) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

#### **Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions**

(a) Covered Entity will notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b) Covered Entity will notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) Covered Entity will notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

## 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 December 31, 2026, or the covered Entity can terminate with a sixty (60) days written notice to Business Associate, or terminates for cause as authorized in paragraph (b) of this Section.

(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 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. 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;
2. 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;
3. 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) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
4. 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.

(e) Indemnification. Business Associate must defend, indemnify, keep and hold harmless the Covered Entity, its officers, representatives, agents and employees from and against any and all claims, demands, losses, suits, judgments, fines, settlement, attorney's fees and reasonable expenses, any of all which in any way arise solely out of negligent acts, errors or omissions, or willful misconduct of the Business Associate, its employees, agents and subcontractors, except to the extent of the Covered Entity's negligence or willful misconduct, or claims under worker's compensation.

(f) Covered Entity must defend, indemnify, keep and hold harmless the Business Associate, its officers, representatives, agents and employees from and against any and all claims, demands, losses, suits, judgments, fines, settlement, attorney's fees and reasonable expenses, any of all which in any way arise solely out of negligent acts, errors or omissions, or willful misconduct of the Covered Entity, its employees, agents and subcontractors, except to the extent of the Business Associate's negligence or willful misconduct, or claims under worker's compensation.

## 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.
- (k) PREA. Prison Rape Elimination Act of 2003. FREEDOM will comply with PREA, applicable PREA standards, and the Facility's policies related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within the facility. FREEDOM acknowledges that there is specialized "**Confinement Setting**" training that their staff will need to complete to comply with the PREA standards. This training includes but not limited to PREA 201 for Medical and Mental Health Practitioners, PREA: Medical Health Care for Sexual Assault Victims in a Confinement setting, PREA: Your Role Responding to Sexual Abuse. FREEDOM will forward a copy of all PREA related training certificates, annual refresher, etc. to the PREA Coordinator for verification/tracking of completed training. FREEDOM acknowledges that, in addition to self-monitoring, the facility may conduct announced or unannounced monitoring to include on-site monitoring.

**Special Conditions**

1. Per the Request for Proposal (RFP) and grant funding requirements:
  - 1.1 Freedom will ensure fidelity to SAMHA's APIC framework.
  - 1.2 FREEDOM will ensure adherence to the funder's values and principles, located here: WCCMHB Values and Principles
  - 1.3 FREEDOM will work with the County to develop a customer satisfaction survey to be completed with inmate as part of the discharge planning process.
  - 1.4 FREEDOM will use assessment tools agreed upon by the County.
  - 1.5 FREEDOM will share assessment results with criminal justice system partners for continuity of care as stated in ROI.
  - 1.6 With the proper ROI in place, FREEDOM will share information with community partners upon release as part of discharge planning process.
  - 1.7 FREEDOM will share aggregate information for funder reporting purposes.
  - 1.8 FREEDOM will submit monthly reports to County.
  - 1.9 FREEDOM shall inform the County within twenty (20) hours of any Critical Event or Sentinel Event that involves a contracted services. A "Critical Event" is any event that potentially affects the Provider's state licensure, Medicaid certification status, or puts the Provider or the WCCMHB at risk fiscally, clinically, or legally. A "Sentinel Event" is defined as any unanticipated event in a healthcare setting resulting in death or serious bodily or psychologically injury to a patient or patients, not related to the natural course of the patient's illness. Provider shall describe the Critical Event or Sentinel Event while also maintaining client confidentiality.

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

**BUSINESS ASSOCIATE**

FREEDOM BEHAVIORAL HEALTH, INC.

*Melissa S. Caldwell, PhD, CCHP-MH/A*

\_\_\_\_\_  
Melissa S. Caldwell, PhD, CCHP-MH/A  
President

1/13/23

\_\_\_\_\_  
Date

**COVERED ENTITY**

COUNTY OF WINNEBAGO ILLINOIS  
ON BEHALF OF THE WINNEBAGO  
COUNTY SHERIFF'S OFFICE

  
\_\_\_\_\_  
Gary Caryana  
Sheriff

\_\_\_\_\_  
Date

Joseph V. Chiarelli  
Joseph V. Chiarelli  
Winnebago County Board Chairman

1/13/2023  
Date

Please complete and return via email to [Contracts@advancedch.com](mailto:Contracts@advancedch.com)

**AGREEMENT FOR THE PROVISION OF BEHAVIORAL HEALTH CARE  
TO INCARCERATED PATIENTS  
WINNEBAGO COUNTY, ILLINOIS**

This Agreement, effective as of the date of the last signature hereto, entered into by and between the County of Winnebago, located in the State of Illinois, on behalf of the Winnebago County Sheriff's Office (hereinafter referred to as "County"), and Freedom Behavioral Health, Inc. (hereinafter referred to as "FREEDOM"), a Tennessee corporation.

**DEFINITIONS**

**COUNTY PATIENTS** - Patients booked into the custody of the county and presently incarcerated in the facility, but not to include non-county patients. Non-County patients are not eligible for referral to community aftercare services. "Eligibility for Services is limited to residents of Winnebago County. Provider will maintain admission criterion for the Services that aligns with the applicable administrative Rules as required and outlined by the Illinois Department of Human Services ("IDHS"). Admission criteria shall be applied fairly and equally to all applicants without regard to ability to pay, race, gender, color, creed, national origin, disability, other protected class, or as otherwise required by law. If evidence has been found discrimination was used against an applicant, WCCMHB shall terminate this Agreement immediately by providing written notice to Provider."

**ARTICLE 1:  
FREEDOM**

- 1.1 ELECTIVE CARE. FREEDOM will not pay for elective care for patients.
- 1.2 LABOR. Incarcerated patients will not be employed or otherwise utilized by Freedom.
- 1.3 MENTAL HEALTH FIRST AID (MHFA) TRAINING. 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. FREEDOM provides MHFA training free to your officers.
- 1.4 OFFICER WELLNESS & CRITICAL INCIDENT EMPLOYEE RAPID RESPONSE (CIERR). The CIERR program is a free staff support service. This program helps to support law enforcement (field and facility), first responders, and health care professionals and mitigate stress reactions in both personal and professional capacities. Contact with CIERR can be initiated by the professional in need of services or Freedom Behavioral Health, Inc. can initiate contact with notification from leadership within the department that the individual would benefit from the services. Unless there are safety concerns, the contacts are treated as confidential.
- 1.5 OTHER SERVICES AND EXPENSES. FREEDOM may not provide and will not pay for any services, supplies and/or equipment which are not specifically contained in this agreement.
- 1.6 PHARMACEUTICALS. Grant money will pay for pharmaceuticals. FREEDOM will not pay for pharmaceuticals. It is the policy of FREEDOM to provide our health care professionals the freedom to provide care without limitation by prescription formulary, corporate approval for expensive medication, etc. Each situation should be addressed on a case-by-case basis. FREEDOM does not have standing orders. FREEDOM does not have a formulary.



- 1.7 DISCHARGE PLANNING- MEDICATION. Prescribing decisions are made on a patient- specific, case-by-case basis by the prescriber. As a general rule, FREEDOM's prescriber will (1) call in a prescription to a local pharmacy for the patient to pick up, (2) discharge the patient with an appropriate amount of medication so the patient may bridge to a community provider (generally, no more than 14 days), or (3) decide not to prescribe medication (as appropriate). The County will pay for all discharge medication.
- 1.8 STAFFING.
- 1.8.1 MEAL BREAKS. It is understood and agreed that during unpaid meal break(s), FREEDOM employees are (1) allowed to leave their duty post and (2) completely relieved from all duties. If the facility requires - FREEDOM employees to be "on call" during meal break(s) so that they may respond to an emergency, then the FREEDOM employee is considered to be "on duty" and the meal break(s) will be taken immediately following the event.
- 1.8.2 Advanced Psychiatric NURSE PRACTITIONER. FREEDOM will provide an on-site advanced psychiatric nurse practitioner for 40 hours per week on a schedule approved by the county. The advanced psychiatric nurse practitioner will stay until their work is completed. The county agrees to pay, on a monthly basis, for extra hours worked (at the prevailing wage and benefit rate of the particular employee). For hours of absence due to holidays, paid time off, or sick time, the hours will not be replaced or credited (because the employee is still being paid for the time off). For other absence FREEDOM endeavors to provide replacement coverage, and if it is unable to do so, FREEDOM and the county or designee will negotiate a mutually agreeable remedy (such as crediting back the wages of the particular employee). A prescriber will be available by telephone to the facility and medical staff on an on-call basis, 7 days per week, 24 hours per day, 365 days per year. For scheduled visits that fall on holidays, coverage will be provided by telephone only.
- 1.8.3 QUALIFIED MENTAL HEALTH PROFESSIONAL (QMHP). FREEDOM will provide on-site QMHP for 160 hours per week on a schedule approved by the county. FREEDOM agrees to employ four (4) FTE Behavioral Health Specialists (BHS) with the education and licensing required in the state of Illinois to be recognized as a mental health or substance abuse professional, per the agreed upon staffing. The county agrees to pay, on a monthly basis, for extra hours worked (at the prevailing wage and benefit rate of the particular employee). For hours of absence due to holidays, paid time off, or sick time, the hours will not be replaced or credited (because the employee is still being paid for the time off). For other absences, FREEDOM endeavors to provide replacement coverage, and if it is unable to do so, FREEDOM and the county or designee will negotiate a mutually agreeable remedy (such as crediting back the wages of the particular employee).
- 1.8.4 QMHP (BHS) will work a schedule that ensures coverage for Mental Health assessment and treatment and Addictions assessment and treatment at Booking, Crisis Response Services, Case Management, and Discharge Planning. Services will be provided one-on-one and in-group settings.
- 1.8.5 ON-CALL QUALIFIED MENTAL HEALTH PROFESSIONAL (QMHP). Upon the facility's request, FREEDOM will provide a QMHP at the rate of \$130-per hour (with a

minimum of 1 hour per visit). Services may be provided in-person or via tele-health (as mutually agreed upon). QMHP responsiveness will depend upon the amount of notice given, and the mutually agreed upon schedule.

1.8.6 SUBSTANCE USE DISORDER (SUD) SCREENER. FREEDOM will provide an on-site substance use disorder screener for 40 hours per week on a schedule approved by the county. For hours of absence due to holidays, paid time off, or sick time, the hours will not be replaced or credited (because the employee is still being paid for the time off). For other absences, FREEDOM endeavors to provide replacement coverage, and if it is unable to do so, FREEDOM and the county or designee will negotiate a mutually agreeable remedy (such as crediting back the wages of the particular employee).

1.8.7 TELEHEALTH. When agreed to between the county and FREEDOM, providers may deliver patient care via telehealth.

## ARTICLE 2: THE COUNTY

- 2.1 CO-PAY. The county agrees to the use of a co-pay system, as permitted by law, for patient medical requests. The county will be responsible for determining the legality and structure of the co-pay system. Patients will be seen by the behavioral health care team regardless of their ability to pay.
- 2.2 COUNTY'S POLICIES, PROCEDURES. All policies, and procedures will at all times remain the property of the county and will remain at the facility. FREEDOM may make recommendations to the county's health care policies and procedures. Those recommendations are made for the county's consideration. FREEDOM operates within the county's policies and procedures. It is the policy of FREEDOM to provide our health care professionals the freedom to provide care without limitation by prescription formulary, approval process for outside care, etc. The materials referenced in this section are for general information purposes only. That information should be treated as guidelines, not rules. The information is not intended to establish a standard of health care and is not a substitute for common sense. The information is not legal advice, is not to be acted on as such, may not be current, and is subject to change without notice. Each situation should be addressed on a case-by-case basis. FREEDOM does not have standing orders. FREEDOM does not have a formulary.
- 2.3 DUTY TO PROTECT PATIENTS. 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 FREEDOM. As such, the county specifically retains the duty and obligation for security of the patients. This duty extends to the control of patient movement. FREEDOM and its personnel will assume some responsibility for the movement of patients.
- 2.4 ELECTRONIC COMMUNICATIONS. The county agrees to provide to FREEDOM copies of any electronic communications between FREEDOM and FREEDOM's workers and independent contractors in the county's possession (including stored on the county's email servers) as requested by FREEDOM. The county agrees to treat electronic communications between FREEDOM and its workers and independent contractors as confidential and agrees not to share those communications with any third party unless required by law.

- 2.5 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 FREEDOM when requested.
- 2.6 OFFICE EQUIPMENT (DURABLE). The county will provide use of county-owned office equipment and utilities in place at the facility's health care unit. Typical office equipment expected would be a locking file (recommended four-drawer); paper punch; staple remover; stapler; computer; fax machine; copier / printer; and toner. Upon termination of this agreement, the office equipment will be in good working order, with allowances made for reasonable wear and tear.
- 2.7 OFFICE SUPPLIES (DISPOSABLE). The county will provide disposable office supplies, such as medical charts, paper, pens, staples, and Post-It notes which are required for the provision of patient health care services.
- 2.8 OFFICER TRAINING. The duty to train the officer(s) is and always remains vested in the county. Upon request of the county, FREEDOM may assist in training for officer(s) on certain topics as determined by the county. The county is solely responsible for overall operation of the facility. 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 health care team, and properly distributing medications (where appropriate).
- 2.9 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 agents, workers, and subcontractors of FREEDOM, as well as for the security of patients and officer(s), consistent with the correctional setting. The county will provide security sufficient to enable FREEDOM and its personnel to safely provide the health care services described in this agreement. The county will screen FREEDOM's proposed staff to ensure that they will not constitute a security risk. The county will have final approval of FREEDOM's workers and independent contractors regarding security/background clearance.

**ARTICLE 3:**  
**COMPENSATION/ADJUSTMENTS**

- 3.1 ANNUAL AMOUNT/MONTHLY PAYMENTS. The county agrees to pay \$963,049.29 per year to FREEDOM under this agreement. To do so, the county agrees to make monthly payments of \$80,254.11 to FREEDOM during the term of this agreement. FREEDOM will bill the county approximately thirty 30 days prior to the month in which services are to be rendered.-The County agrees to pay FREEDOM pursuant to the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq. Timesheets for all funding positions, as well as receipts, must accompany monthly invoices.
- 3.2 ANNUAL AMOUNT UPON RENEWAL. Upon the annual anniversary of the commencement of services under this Agreement, the annualized amount of increase for compensation and per diem rates (and any other contracted rates, including the on-call QMHP rate, for example) will be the rolling 12-month Consumer Price Index (CPI) for Medical Care or 5%, whichever is lower. The CPI will be listed at: <https://www.bls.gov/news.release/cpi.t02.htm> and rate will be unadjusted seasonally.
- 3.3 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, FREEDOM's health care program at the facility (staffing, etc.) is customized and approved by the county.

3.4 QUARTERLY ADJUSTMENTS.

- 3.4.1 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 800. Patients who are not presently incarcerated in the facility (i.e., persons on electronic monitoring or probation, or who are hospitalized, or in halfway housing or early release housing) should not be counted in either ADP reported to FREEDOM by the county. The ADPs reported to FREEDOM should only include those patients presently incarcerated in the facility.
- 3.4.2 PER DIEM. 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 \$0.13 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 x \$0.13x91).
- 3.4.3 ARREARS. Any contract amount in arrears will be settled through reconciliation and adjusted accordingly. Adjustments will be made to the first monthly invoice prepared after reconciliation between FREEDOM and the county. Payment of the adjusted amount will be due, pursuant to the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

**ARTICLE 4:**  
**TERM AND TERMINATION**

- 4.1 TERM. The term of this agreement will begin on January 1, 2023 at 12:01 A.M. and will continue in full force and effect until December 31, 2026 at 11:59 P.M., unless earlier terminated, extended, or renewed pursuant to this Agreement. This Agreement will automatically renew for successive 3-year periods unless either party gives sixty (60) days written notice prior to the end of a term.
- 4.2 TERMINATION.
- 4.2.1 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this agreement will be subject to annual appropriations by the county. If funds are not appropriated for this agreement, then upon exhaustion of such funding, the county will be entitled to immediately terminate this agreement. Recognizing that such termination may entail substantial costs for FREEDOM, the county will act in good faith and make every effort to give FREEDOM reasonable advance notice of any potential problem with funding or appropriations. The county agrees to pay for services rendered up to the point of termination.
- 4.2.2 60-DAY OUT CLAUSE. Notwithstanding anything to the contrary contained in this agreement, the county or FREEDOM may, without prejudice to any other rights they may have, terminate this agreement by giving 60 days' advance written notice to the other party.

**ARTICLE 5:**  
**GENERAL TERMS AND CONDITIONS**

- 5.1 INDEMNIFICATION. Business Associate must defend, indemnify, keep and hold harmless the Covered Entity, its officers, representatives, agents and employees from and against any and all claims, demands, losses, suits, judgments, fines, settlement, attorney's fees and reasonable expenses, any of all which in any way solely arise out of negligent acts, errors or omissions, or willful misconduct of the Business Associate, its employees, agents and subcontractors, except to the extent of the Covered Entity's negligence or willful misconduct, or claims under worker's compensation.
- 5.1 5.1.1 Covered Entity must defend, indemnify, keep and hold harmless the Business Associate, its officers, representatives, agents and employees from and against any and all claims, demands, losses, suits, judgments, fines, settlement, attorney's fees and reasonable expenses, any of all which in any way solely arise of negligent acts, errors or omissions, or willful misconduct of the Covered Entity, its employees, agents and subcontractors, except to the extent of the Business Associate's negligence or willful misconduct, or claims under worker's compensation.
- 5.2 INSURANCE. FREEDOM will provide certificates of insurance upon request, demonstrating that the below listed insurance requirements are in force and that the county is named as an additional insured on FREEDOM'S policies of insurance, as appropriate.
- WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE. For workers' compensation and employers liability insurance, the minimum acceptable limits will be the statutory limits as required by the State of Illinois.
  - PROFESSIONAL LIABILITY. FREEDOM will obtain and maintain in good standing professional liability malpractice insurance covering all medical professionals and ancillary personnel employed by FREEDOM, with minimum limits of \$1MM each occurrence and \$3MM aggregate annually. Should FREEDOM carry "claims made" insurance, FREEDOM will maintain insurance coverage to cover claims made through the statute of limitations.
  - COMMERCIAL GENERAL LIABILITY. FREEDOM will obtain and maintain in good standing commercial general liability insurance with minimum limits of \$1MM per occurrence and \$2MM general aggregate premises operations and \$2MM products/completed operations aggregate.
  - AUTOMOBILE LIABILITY COVERAGE. FREEDOM will provide automobile liability coverage with a minimum limit of \$1MM on any owned, hired, or non-owned automobiles.
- 5.3 ADVICE OF COUNSEL. Each of the parties (a) has had the opportunity to seek counsel, legal or otherwise, prior to entering into this agreement, (b) is freely entering into this agreement of his/her or its own volition, and (c) understands and agrees that this agreement will be construed as if drafted by both parties and not by one party solely.

- 5.4 ASSIGNMENT. FREEDOM may not assign this agreement or any rights hereunder in whole or in part. Subject to the foregoing, this agreement will inure to the benefit of and be binding upon each of the heirs, permitted assigns, and successors of the respective parties. Any assignment in violation of this section will be null and void.
- 5.5 AUTHORITY. The persons signing below represent that they have the right and authority to execute this agreement for their respective entities and no further approvals are necessary to create a binding agreement.
- 5.6 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. The county and FREEDOM agree that no party will require performance of any FREEDOM or county employee, agent or independent contractor that would violate federal, state and/or local laws, ordinances, rules and/or regulations. If the county elects not to follow any federal, state, or local law, the parties agree the county will be responsible for all costs associated with noncompliance. The county will be responsible for any additional services required at the facility as the result of governmental (including, but not limited to, Centers for Disease Control and Prevention, Department of Justice, health department, Immigration and Customs Enforcement, Department of Corrections, Federal Bureau of Prisons, or United States Marshals Service) investigation, mandate, memorandum, or order. Should FREEDOM be asked to provide substantial new treatment, the county will pay for it, unless specifically agreed upon in writing between FREEDOM and the county.
- 5.7 COUNTERPARTS; HEADINGS. This agreement may be executed in counterparts, each of which will be an original and all of which will constitute one agreement. The headings contained in this agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this agreement. The term "patient" includes incarcerated detainees and inmates.
- 5.8 ENTIRE AGREEMENT; AMENDMENT. This agreement represents the entire understanding of the parties with respect to the subject matter hereof, supersedes and cancels all prior agreements, understandings, arrangements, or representations between the parties with respect to such subject matter, and may only be amended by written agreement of both parties. The parties agree that their performances hereunder do not obligate either party to enter into any further agreement or business arrangement.
- 5.9 EQUAL EMPLOYMENT OPPORTUNITY. It is the policy of FREEDOM to provide equal employment opportunities to all workers and applicants for employment without regard to race, color, religion, sex, national origin, disability, age, or genetics. This policy applies to all terms and conditions of employment including, but not limited to, recruitment, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefit plans, all forms of compensation, and training.
- 5.10 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, 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.
- 5.11 FILMING. FREEDOM does not consent to the filming of its workers for any commercial purpose including, but not limited to, documentaries, docuseries (including, but not limited to, "60 Days In"), etcetera. If the facility and/or county decide to engage in such a project, they agree to notify FREEDOM's legal department at least 90 days prior to filming, at 309-692-8100; facsimile: 309-

214-9977; or email: Contracts@advancedch.com. FREEDOM reserves the right to terminate the agreement prior to the beginning of the filming of such a project. FREEDOM will have no obligation under this agreement to maintain insurance coverage against any loss or damage caused or necessitated by the filming of such a project. The county agrees to hold harmless and indemnify FREEDOM and its workers against any loss or damage, including reasonable attorneys' fees and other costs of litigation, caused or necessitated by the filming of such a project.

- 5.12 FURTHER ACTS. The parties agree to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this agreement.
- 5.13 GOVERNING LAW. This agreement will be governed by the laws of the State of Illinois (without reference to conflicts of laws principles).
- 5.14 INDEPENDENT CONTRACTORS. FREEDOM may engage certain health care professionals as independent contractors rather than workers. The county understands and acknowledges that some physicians, advanced practice providers, nurses, mental health workers, consultants, specialists, and other allied health professionals practicing with FREEDOM ("health care team members") are not workers or associates of FREEDOM; and that FREEDOM is not responsible for their opinions or decisions.
- 5.15 INTERGOVERNMENTAL AGREEMENTS (IGAs) (PIGGYBACK). FREEDOM agrees to allow the county to authorize other government agencies to purchase the proposed items by issuance of a purchase order at the same terms and conditions as this agreement, and to make payments directly to FREEDOM during the period of time that this agreement is in effect.
- 5.16 NO GRANT OF RIGHTS. Each of the parties understands and agrees that no grant or license of a party's rights in any patent, trademark, trade secret, copyright and/or other intellectual property right is made hereby, expressly or by implication.
- 5.17 NO RELATIONSHIP OR AUTHORITY. The parties agree that FREEDOM will at all times be an independent contractor in the performance of the services hereunder, and that nothing in this agreement will be construed as or have the effect of constituting any relationship of employer/employee, partnership, or joint venture between the county and FREEDOM. FREEDOM does not have the power or authority to bind the county or to assume or create any obligation or responsibility on the county's behalf or in the county's name, except as otherwise explicitly detailed in this agreement, and FREEDOM will not represent to any person or entity that FREEDOM has such power or authority. FREEDOM will not act as an agent nor will FREEDOM be deemed to be an employee of the county for the purposes of any employee benefit program.
- 5.18 NOTICE. Any notice required or permitted to be given hereunder will be in writing and delivered to the respective addresses in this section or such other addresses as may be designated in writing by the applicable party from time to time and will be deemed to have been given when sent. To the county: Winnebago County Justice Center, 650 W. State St., Rockford, IL 61102. To FREEDOM: Freedom Behavioral Health, Inc., Attn: Legal, 720 Cool Springs Blvd., Suite 100, Franklin, TN 37067; facsimile: 309.214.9977; email: Contracts@advancedch.com.
- 5.19 OTHER CONTRACTS AND THIRD PARTY BENEFICIARIES. The parties acknowledge that FREEDOM is not bound by or aware of any other existing contracts to which the county is a party and which relate to the provision of behavioral health care to patients at the facility. The parties agree that they have not entered into this agreement for the benefit of any third person(s) and it is their express intention that this agreement is intended to be for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third party beneficiaries thereof.

- 5.20 SEVERABILITY. If any provision of this agreement, or any portion thereof, is found to be invalid, unlawful, or unenforceable to any extent, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this agreement will continue unaffected in full force and effect. The parties will negotiate in good faith an enforceable substitute provision for such invalid provision that most nearly achieves the same intent and economic effect.
- 5.21 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 health 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.
- 5.22 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.
- 5.23 PREA. Prison Rape Elimination Act of 2003. FREEDOM will comply with PREA, applicable PREA standards, and the Facility's policies related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within the facility. FREEDOM acknowledges that there is specialized "Confinement Setting" training that their staff will need to complete to comply with the PREA standards. This training includes but not limited to PREA 201 for Medical and Mental Health Practitioners, PREA: Medical Health Care for Sexual Assault Victims in a Confinement setting, PREA: Your Role Responding to Sexual Abuse. FREEDOM will forward a copy of all PREA related training certificates, annual refresher, etc. to the PREA Coordinator for verification/tracking of completed training. FREEDOM acknowledges that, in addition to self- monitoring, the facility may conduct announced or unannounced monitoring to include on-site monitoring.

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

**FREEDOM BEHAVIORAL HEALTH, INC.**

*Melissa S. Caldwell, PhD, CCHP-MH/A*

1/13/23

Melissa S. Caldwell, PhD, CCHP-MH/A  
President

Date

**COUNTY OF WINNEBAGO, ILLINOIS**  
On behalf of the Winnebago County Sheriff's Office

*Gary Caruana*  
Sheriff

Date

1/12/2023

*Joseph V. Chiarelli*  
Joseph V. Chiarelli  
Winnebago County Board Chairman

Date

1/13/2023

Please complete and return via email to [Contracts@advancedch.com](mailto:Contracts@advancedch.com).