

Executive Summary Attachment A

JAIL: Health Care Services - Budget

Proposed Budget for Apr 2024 - Sept 2024

	Proposed Budget
Personnel Expenses	
Provider Salaries	142,302
Staff Salaries	745,299
Staff EH/OT	72,800
Benefits	292,698
Total Salary/Fringe	1,253,100
Contractual	
Dental	33,162
Mobilex	16,120
Physical Therapy OSTI	29,420
Total Contractual Staff	78,701
Other Expenses	
Supplies Office & Admin Expenses	8,320
Accounting & Payroll	22,245
Medical Supplies	34,008
Lab Billing	9,464
Staff Training	2,600
Courier & Travel	2,860
Medications	88,909
Malpractice	5,028
Administrative Overhead	70,200
Total Other Expenses	243,634
Vendor Supported Expenses	
Medication Administration	53,040
Clerical Support and Supplies	2,402
Total Vendor Supported Expense	55,442
Total Support Requested	\$1,630,878

Increase 6 Month Extension 4%
Dollar Increase 6 month Extension \$ 62,725.50

Proposed Budget for Apr 2023 - March 2024

	Proposed Budget
Personnel Expenses	
Provider Salaries	273,658
Staff Salaries	1,433,268
Staff EH/OT	140,000
Benefits	562,882
Total Salary/Fringe	2,409,808
Contractual	
Dental	63,773
Mobilex	31,000
Physical Therapy OSTI	56,576
Total Contractual Staff	151,349
Other Expenses	
Supplies Office & Admin Expenses	16,000
Accounting & Payroll	42,779
Medical Supplies	65,400
Lab Billing	18,200
Staff Training	5,000
Courier & Travel	5,500
Medications	170,978
Malpractice	9,670
Administrative Overhead	135,000
Total Other Expenses	468,527
Vendor Supported Expenses	
Medication Administration	102,000
Clerical Support and Supplies	4,620
Total Vendor Supported Expense	106,620
Total Support Requested	\$3,136,303

Increase 12 Month Proposed 6.21%
Dollar Increase 12 Month Proposed \$ 183,441.76

Current Budget for Apr 2022 - March 2023

	Proposed Budget
Personnel Expenses	
Provider Salaries	210,825
Staff Salaries	1,350,051
Contingent PRN increases	-21,760
Staff EH/OT	200,491
Benefits	527,764
Total Salary/Fringe	2,267,371
Contractual	
Dental Contract(Oates)	73,039
Mobilex	31,000
Physical Therapy OSTI	56,575
Total Contractual Staff	160,614
Other Expenses	
Supplies Office & Admin Expenses	14,700
Accounting & Payroll	39,975
Medical Supplies	48,668
Lab Billing	17,325
Staff Training	5,000
Courier & Travel	5,500
Medications	140,000
Malpractice	5,800
Administrative Overhead	141,288
Total Other Expenses	418,256
Vendor Supported Expenses	
Medication Administration	102,000
Clerical Support and Supplies	4,620
Total Vendor Supported Expense	106,620
Total Support Approved	\$2,952,861

Current year budget



Resolution Executive Summary

Prepared By: Purchasing Department on behalf of the WCSO
Committee: Public Safety and Judiciary Committee
Committee Date: February 15, 2023
Board Meeting Date: February 23, 2023
Resolution Title: Resolution Authorizing the County Board Chairman to Amend Contract for Health Care Services for the Inmates of the Winnebago County Jail

Budget Information:

Was item budgeted?	Appropriation Amount:
If not, explain funding source:	
Budget Impact: See Exec Summary Attachment A for details	

Background Information:

The Purchasing Department sent out Request for Proposals for Inmate Health Care Services for both the WCSO and the Juvenile Detention Center in July of 2018. The University of Illinois College of Medicine - Rockford was awarded the two separate five (5) year contracts. The contract terms allowed for an initial one (1) year term, followed by renewal options. This proposed Amendment is the final option term of the contract agreement and also allows for an extension of 6 months which will align this and all future Health Care Service contracts with County's fiscal year end date of September 30. This will eliminate mid-year budget requests for by the WCSO. The services provided have been very satisfactory.

Recommendation:

Justin Egler, Captain - Corrections Bureau recommends approval of contract extension Amendment. The budget increase is \$246,167 over the next 18 months.

See **Executive Summary Attachment A** for budget details. The increase is mostly due to UIC's nursing labor cost increases.

Contract/Agreement:

The contract renewal agreement is for 18 months and will commence April 1, 2023 and run through September 30, 2024.

Follow-Up:

Purchasing Department will go out for bid on a new multiyear Health Care Services RFP in 2024.

County Board Meeting: February 23, 2023

RESOLUTION
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS
2023 CR 030

Sponsored by: Brad Lindmark, Committee Chairman
Submitted by: Public Safety and Judiciary Committee

**Resolution Authorizing the County Board Chairman to Amend Contract for Health
Care Services for the Inmates of the Winnebago County Jail**

WHEREAS, since 2002 the University of Illinois College of Medicine at Rockford (UICOMR) has provided, under contract with the County, health services to the inmates of the Winnebago County Jail; and,

WHEREAS, the County and UICOMR have agreed to a contract renewal for their Health Care Services contract that runs through March 31, 2023, for health services for the inmates of the Winnebago County Jail; and,

WHEREAS, the Public Safety Committee approves the 18-month contract renewal of the Health Care Services agreement; and,

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is hereby authorized and directed to execute an agreement amending the Health Care Services contract agreement it has with the University of Illinois College of Medicine - Rockford.

BE IT FURTHER RESOLVED, the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Resolution to the Sheriff, Corrections Captain, Director of Purchasing, Finance Director, County Board and County Auditor.

HEALTH SERVICES AGREEMENT

(UIC ref. no. CN-)

This Health Services Agreement (hereinafter referred to as "Agreement") is entered into by and between the County of Winnebago, an Illinois body politic, and the Winnebago County Sheriff (hereinafter collectively referred to as "County") and the Board of Trustees of the University of Illinois, a public body, corporate and politic of the State of Illinois on behalf of the University of Illinois at Chicago and its College of Medicine Rockford, Department of Family and Community Medicine, located at 1601 Parkview S200, Rockford, Illinois (hereinafter referred to as "UICOMR"). County and UICOMR shall be collectively referred to herein as "the Parties" and individually as "a Party".

WITNESSETH:

WHEREAS, County desires to enter into an agreement with UICOMR for the prompt delivery of on-site health care services to adult inmates at the Winnebago County corrections facility, currently located at 650 W. State Street, Rockford, Illinois (hereinafter referred to as "JAIL"); and

WHEREAS, UICOMR is in the business of providing health care and health care related management services, and is qualified to provide correctional health care and health care related management services, and desires to provide such services to County under the terms and conditions hereof.

NOW, THEREFORE, with the intent to be legally bound, and in consideration of the covenants and promises hereinafter made, the Parties hereto agree as follows:

ARTICLE I: HEALTH CARE SERVICES.

1.1 General Engagement. County hereby engages UICOMR to promptly deliver on-site at the JAIL, and at UICOMR's expense, all reasonably necessary medical, dental, physical therapy, and psychological health care services needed by any individual (excluding persons incarcerated under periodic imprisonment orders) under the custody and control of the Winnebago County Sheriff and incarcerated at the JAIL (hereinafter referred to as "Inmates"); and UICOMR hereby accepts such engagement according to the terms and provisions hereof. [It is the understanding of County and UICOMR that persons incarcerated under periodic imprisonment orders will typically be released from custody to be treated by medical providers of their own choice and at their own expense, and that they will also be responsible for paying for their own medications. Notwithstanding this understanding, however, UICOMR does agree to provide emergency medical treatment to persons incarcerated under periodic imprisonment orders as provided in section 1.4 below.]

1.2 Scope of Services. UICOMR will arrange to provide at its expense, and on a regular and prompt basis, all reasonably necessary professional health care services needed by the Inmates which can be feasibly rendered on-site, and related health care staffing and administrative services. These services shall include, but not be limited to, a review of the preliminary screening of inmates upon their arrival at the JAIL, a comprehensive health evaluation of each Inmate within fourteen (14) days following admission to the JAIL, PPD testing, regularly scheduled sick call, 24 hour/day, 7 days/week nursing coverage, treatment, and regular physician visits on-site. UICOMR shall also provide hospitalization management, medical specialty services management, emergency medical care management, medical records management, pharmacy services management, health education and training services, a quality assurance program, administrative support services, and other services, all as more specifically described herein.

1.3 Specialty Services. UICOMR will arrange for and bear the cost of all specialty services (e.g. laboratory, dental, physical therapy and radiology services); which are to be rendered on-site to the extent reasonably possible. To the extent specialty care is required and cannot be rendered on-site, UICOMR will arrange for the provision of such services off-site. The costs of necessary and required lab services ordered by UICOMR providers during their care of an Inmate in the JAIL as outlined in Section 1.2 above will be UICOMR's responsibility. The County will be responsible for the costs any lab tests ordered under circumstances not pertaining to Section 1.2. County will be responsible for, and bear the cost of, transporting Inmates to off-site facilities for the provision of off-site specialty services.

1.4 Emergency Services. UICOMR shall provide at its expense such emergency medical treatment to the Inmates as is necessary and can be appropriately given on-site. UICOMR shall at its cost also provide emergency medical treatment to inmates being held by the Sheriff pursuant to periodic imprisonment orders, visitors at the JAIL, and JAIL staff, as is necessary and can be appropriately given on-site. UICOMR will arrange for off-site emergency medical care when necessary for the Inmates through arrangements to be made by UICOMR with local hospitals. (If County has an agreement in place for the provision of off-site emergency medical services with a particular medical provider, UICOMR will use that medical provider for the off-site emergency medical care of the Inmates whenever feasible and practical. County will keep UICOMR apprised of the existence of any such contracts.) UICOMR will also arrange for the provision of ambulance services for the inmates in the event of medical emergencies. UICOMR will not be responsible for the costs associated with emergency transportation and off-site emergency medical care. Routine transfers and security for off-site medical treatment will be the responsibility of the Sheriff. UICOMR will assist County in negotiating contracts with emergency transportation providers.

1.5 Hospitalization Services. UICOMR will arrange for the admission into a hospital located in Rockford, Illinois of any Inmate who in the opinion of the treating physician and/or Medical Director requires hospitalization. UICOMR's contract physician and/or Medical Director shall monitor the treatment and progress of any hospitalized Inmate. At

SwedishAmerican, all Inmates are followed by a UICOMR resident/physician per existing admission processes. UICOMR will not be responsible for the costs incurred due to the hospitalization of an Inmate. UICOMR will assist County in negotiating contracts for hospitalization services.

1.6 Pregnant Inmate/Infant Care. UICOMR will at its expense provide on-site routine health care services to any pregnant Inmate. UICOMR will not be financially responsible for prenatal, perinatal, and postnatal health care services provided off-site to any pregnant Inmate; nor for health care services provided to an infant following birth.

1.7 Elective Medical Care. UICOMR will not be responsible for the provision of elective medical care to the Inmates. For purposes of this Agreement, "elective medical care" means medical care which, if not provided, would not in the opinion of the UICOMR's Medical Director cause the Inmate's health to deteriorate or cause harm to the Inmate's well-being. Decisions concerning elective medical care shall be consistent with the applicable American Medical Association (AMA) Standards.

1.8 Contaminated Waste Disposal. UICOMR shall at its cost provide for the removal of all medical waste generated by the jail medical unit. Contaminated waste removal contractors utilized by UICOMR must agree to abide by all applicable Illinois, OSHA, and environmental laws and regulations.

1.9 Collection of Physical Evidence. UICOMR shall, upon request, collect physical evidence (blood, hair, semen, saliva, etc.), when the request for such search or collection is accompanied by a written court order and the Inmate in question gives written permission for such search or collection to take place. UICOMR shall not bear the cost of testing the collected evidence. After collecting evidence, UICOMR will turn the specimen over to County or a court-designated representative to complete chain-of-evidence. Health care personnel shall also offer court testimony relative to such collection, when necessary.

1.10 STD Testing UICOMR shall, as required, perform sexually transmitted disease (STD) testing on inmates and County agrees to reimburse UICOMR for each test performed as set forth in Section 12.7.

ARTICLE II: PERSONNEL.

2.1 Staffing. UICOMR shall, at its expense, provide medical, dental, mental health, and nursing personnel sufficient to promptly render, on-site to the Inmates, all reasonably necessary health care services as described herein. The UICOMR health care staff shall, at a minimum, consist of:

<u>Position</u>	<u>FTE (Full Time Equivalent equals 40 hours per week)</u>
RN Administrator	1.00

Physician	.20 (2x week, non-consecutive days)
NP	1.00
LCPC/MSW	1.00
RN/LPN	13.00 (Approximately)
CNA	2.00
Medical Assistant	1.00
Psychiatrist	.05 (2x month, non-consecutive weeks)

See Staffing Plan attached as Exhibit A.

Additionally, a physician shall be on-call for staff, 7 days/week, 24 hours/day. UICOMR will provide vacation and holiday coverage as required. All other staffing for dental, additional mental health and physical therapy services will be subcontracted

UICOMR reserves the right, in its sole discretion, to change the individual hours worked by RN's or LPN's, respectively, leaving total coverage for nursing services unchanged, should the need arise. UICOMR has determined that the staffing level specified above is sufficient to adequately care for the health needs of an Average Daily Population of up to 850 Inmates.

2.2 Licensure, Certification, and Registration of Personnel. UICOMR shall obtain at its cost any licenses which are required to provide the services contemplated by this Agreement. All personnel, including employees and subcontractors, provided or made available by UICOMR to render services hereunder will be licensed, certified, or registered in their respective areas of expertise pursuant to applicable Illinois law.

2.3 Use of Inmates in the Provision of Health Care Services. Inmates will not be employed or otherwise engaged by either UICOMR or the Sheriff in the direct rendering of any health care services. Upon the mutual agreement of UICOMR and the Sheriff, inmates may be used in positions not involving the direct rendering of health care services to the Inmates.

2.4 Subcontracting. In order to discharge its obligations hereunder, UICOMR may engage certain health care professionals as independent contractors rather than as employees, and County expressly consents to such subcontracting (subject to the provisions of Section 2.5 below). As the relationship between UICOMR and these health care professionals will be that of an independent contractor, UICOMR will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals, and UICOMR will not exercise control over the manner or means by which these independent contractors perform their professional services. Independent contractors are not deemed to be employees, agents or representatives of either UICOMR or County.

2.5 Approval of Sheriff. UICOMR agrees to provide the Sheriff with the names, Social Security Numbers, and dates of birth of all employees and subcontractors to be used by UICOMR to provide services under this Agreement. UICOMR shall provide a written, signed waiver to the Sheriff from each of UICOMR's employees and subcontractors giving the Sheriff permission to conduct thorough and complete background checks. UICOMR agrees to not use

any employees or subcontractors in the performance of its obligations under this Agreement with respect to whom the Sheriff has not given, or has revoked, written security clearance.

ARTICLE III: ACCREDITATION.

UICOMR will assist County in applying for accreditation for the Winnebago County Jail Inmate Health Care Program pursuant to the National Commission on Correctional Health Care ("NCCHC") standards. UICOMR represents that it knows and understands the published standards, and the services provided hereunder will be in accordance with applicable NCCHC standards.

ARTICLE IV: EDUCATION AND TRAINING.

UICOMR will at its expense conduct an on-going health education program for the UICOMR nursing staff at the JAIL. This health care education program will include, but not be limited to, programs in first aid, signs and symptoms of chemical dependency, reactions to medical emergencies, and yearly competency assessments. UICOMR will provide health care education for corrections officers every two years as indicated by the standards of the National Commission on Correctional Health Care. UICOMR will also at its expense provide on-going health care education to the Inmates with the objective of increasing the Inmates' level of knowledge of their own health care issues.

ARTICLE V: REPORTS AND RECORDS.

5.1 Medical Records. UICOMR shall maintain a separate, individual, accurate, and complete medical record for each Inmate who receives health care services under this Agreement. These medical records will be maintained pursuant to applicable law, NCCHC standards, the Illinois Department of Corrections Minimum Standards for Jail and Lockups, and the Sheriff's Policies and Procedures; and will be kept separate from the Inmates' confinement records. Medical records will be kept confidential in accordance with the applicable laws and regulations, and UICOMR will follow the Sheriff's policy regarding access by Inmates and corrections staff to the medical records, subject to the applicable law regarding confidentiality of such records. A complete copy of the applicable medical record shall be available to accompany each Inmate who is transferred from the JAIL to another location for off-site services or transferred to another institution. No information contained in the medical records will be released by UICOMR except as provided by court order or otherwise in accordance with applicable law. These records will be kept and maintained at the JAIL, and shall be the property of the Sheriff. If County requests, during the term of this Agreement, UICOMR will assist County in contracting with a vendor to implement an electronic medical record system. County shall be responsible for the payment of all costs incurred in the implementation and use of an electronic medical records system in the JAIL.

5.2 Regular Reports by UICOMR to Sheriff. UICOMR will provide monthly reports to the Sheriff (or his designee) concerning the overall operation of the Inmate

Health Care Program and the general health of the Inmates. UICOMR will also provide daily reports when requested by the Sheriff or his designee.

5.3 Meetings. UICOMR shall meet every other month with the Sheriff (or his designee) to discuss health-related procedures and operations within the JAIL and any proposed changes to the health-related procedures; and any other matters which either Party deems necessary.

5.4 Inmate Information. In order to assist UICOMR in providing the appropriate health care services to the Inmates, the Sheriff will provide UICOMR with such information pertaining to the Inmates that is under the Sheriff's control as is reasonably necessary for UICOMR to adequately perform its obligations hereunder.

5.5 UICOMR Records Available to Sheriff with Limitations on Disclosure. UICOMR will make available to the Sheriff (or his designee) upon request, unless otherwise specifically prohibited by law, all records, documents, and other papers relating to the direct delivery of health care services to the Inmates hereunder; provided, however, that County understands that the systems, methods, procedures, written materials, and other controls employed by UICOMR in the performance of its obligations hereunder are proprietary in nature and will remain the property of UICOMR, and may not at any time be used, distributed, copied, or otherwise utilized by County, except in connection with a review of the delivery of health care services hereunder, unless such disclosure is approved in advance in writing by UICOMR or is required by law.

5.6 County Records Available to UICOMR with Limitations on Disclosure. During the term of this Agreement, and for a reasonable time thereafter, the Sheriff will provide to UICOMR, at UICOMR's request and in accordance with applicable law, the Sheriff's records relating to the provision of health care services to the Inmates hereunder as may be pertinent to the investigation or defense of any claim related to UICOMR's conduct. The Sheriff will make available to UICOMR such records as are possessed by the Sheriff, or maintained by hospitals, and other outside health care providers involved in the care or treatment of the Inmates (to the extent the Sheriff has any claim to those records), as UICOMR may reasonably request consistent with applicable law; provided, however, that any such information released by the Sheriff to UICOMR which the Sheriff considers to be confidential will be kept confidential by UICOMR and will not, except as may be required by law, be distributed to any third Party without the prior written approval of the Sheriff.

5.7 Access to Books and Records. UICOMR and County agree to make available, upon written request by the Secretary of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and any books, documents, and records necessary to verify the costs of services rendered under this Agreement. Both Parties further agree to make said Agreement, books, documents, and records available until the expiration of four (4) years after the services are furnished under this Agreement.

ARTICLE VI: SECURITY.

6.1 General. UICOMR and County understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of UICOMR, as well as for the security of the inmates and corrections staff. The Sheriff will provide security services reasonably sufficient to enable UICOMR and its personnel to safely provide the health care services called for hereunder. UICOMR acknowledges, however, that the Sheriff cannot, and does not, guarantee the absolute safety of UICOMR personnel from the criminal acts of inmates. Neither the Sheriff nor the County shall be liable for the loss of, or injury or damage to, equipment, supplies, and/or personnel of UICOMR, its agents, or subcontractors unless such loss or damage is caused by the sole negligence of the Sheriff or his employees.

6.2 Transportation Off-Site. The Sheriff will provide such security as is necessary and appropriate in connection with the transportation of any Inmate between the JAIL and any other location for off-site services as contemplated herein.

6.3 Facility Regulations. UICOMR employees and subcontractors will be informed of the Sheriff's security regulations and procedures, and UICOMR understands they will be subject to all such regulations and procedures.

ARTICLE VII: SPACE, MEDICAL SUPPLIES, AND PHARMACEUTICALS

7.1 Office Space and Equipment. County agrees to provide UICOMR with office space, office equipment, and utilities (including local telephone service) sufficient to enable UICOMR to perform its obligations hereunder. At the termination of this Agreement, UICOMR shall return to County possession and control of all County owned office equipment. At such time the office equipment shall be in good working order, reasonable wear and tear excepted.

7.2 Office Supplies. UICOMR shall provide, at its expense, all office supplies necessary to perform the services contemplated by this Agreement (e.g., paper, pens, medical charts, medical folders, etc.).

7.3 Medical Equipment. County shall furnish an examination table and related accessories. UICOMR is responsible for furnishing, at its cost, all other necessary medical equipment. At the termination of this Agreement UICOMR shall return to County possession and control of all County-owned medical equipment. At such time the medical equipment shall be in good working order, reasonable wear and tear excepted.

7.4 Medical Supplies. UICOMR shall furnish and pay for all consumable medical supplies (e.g., Band-Aids, gauze, etc.) that are needed for the services to be provided hereunder.

7.5 Dental Equipment. County shall provide all necessary dental equipment (including treatment tools and sterilizer) for the provision of on-site dental treatment. At the termination of this Agreement UICOMR shall return to County possession and control of all County-owned dental equipment. At such time the dental equipment shall be in good working order, reasonable wear and tear excepted.

7.6 Dental Supplies. UICOMR shall furnish and pay for all consumable dental supplies (e.g., filing material, gauze, etc.) that are needed for the dental services to be provided hereunder.

7.7 Pharmacy Services. The prescription, dispensing, and administration of medications shall comply with all State and Federal laws and regulations and shall be dispensed under the supervision of appropriately licensed or certified health care personnel. UICOMR personnel shall dispense medications at the appropriate times at the JAIL according to the Inmates' medical needs. The cost of all pharmaceuticals, prescription and over the counter, is the responsibility of UICOMR; except for the following pharmaceuticals. Wherever possible, UICOMR will obtain all pharmaceuticals, medications, and the like that are referred to in this Section 7.7 from other health systems, health departments, or agencies for no cost or lower costs.

Pharmaceuticals related to the treatment of sexually transmitted infections (STDs/STIs) or their sequelae. [Cost is the responsibility of County.]

Pharmaceuticals related to the treatment of HIV, AIDs or their sequelae. [Cost is the responsibility of County.]

Pharmaceuticals related to the treatment of Vitamin K therapy for K2/spice abuse. [Cost is the responsibility of County.]

Pharmaceuticals related to pre-term labor. [Cost is the responsibility of County.]

Antivirals for conditions such as Hepatitis B and Hepatitis C. [If generic antiviral medications are available, those will be provided, and whenever possible and feasible UICOMR will obtain these pharmaceuticals from other health systems, health departments, or agencies for no cost or lower costs. UICOMR is responsible for the cost of generic antiviral medications. If generic antiviral medications are not available UICOMR will collaborate with the County to obtain the non-generic antiviral medications via means that will not negatively impact the budget of either entity while addressing the health needs of the Inmate. UICOMR and the County shall evenly split the cost of non-generic antiviral medications.]

Biologics, biologic response modifiers, immunotherapy and cancer chemotherapy for conditions such as Crohn's disease, ulcerative colitis, psoriasis, immune-mediated diseases and cancer. [If generic medications or versions are available those will be provided, and whenever possible and feasible UICOMR will obtain these pharmaceuticals from other health systems, health departments, or agencies for no cost or lower costs. UICOMR is responsible for the cost of the

generic version of these medications. If a generic version of these medications is not available UICOMR will collaborate with the County to obtain these non-generic medications via means that will not negatively impact the budget of either entity while addressing the health needs of the Inmate. UICOMR and the County shall evenly split the cost of the non-generic versions of these medications.]

UICOMR will promptly, upon request, provide County with a price list for all pharmaceuticals dispensed by UICOMR in the JAIL. UICOMR will invoice the County on a monthly basis for the County's share of the cost of those pharmaceuticals with respect to which the County is responsible for paying all or part of the cost as specified in this section.

7.8 General Maintenance Service. County will provide for each Inmate receiving health care services no less than the full range of services and facilities provided by County for other Inmates at the JAIL including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

ARTICLE VIII: DENTAL SERVICES

UICOMR shall promptly provide, at its expense, all reasonably necessary dental services required by any Inmate which are of a type that can be reasonably rendered on-site. The dental services shall, whenever possible, take place within JAIL. Dental services will be provided one day a week for an average of 4-8 hours per day.

ARTICLE IX: MENTAL HEALTH SERVICES

UICOMR shall promptly provide, at its expense, all reasonably necessary mental health services which are required by any Inmate and are of a type that can be reasonably rendered on-site. The mental health services shall, whenever possible, take place within the JAIL. UICOMR will provide 40 hours of services a week, Monday through Friday, of an LCPC/MSW including one-on-one meetings with inmates, administrative services, etc. One-on-one meetings with suicidal inmates will occur within 48-72 hours. UICOMR will also provide 8-10 hours a week of group therapy during weekdays. UICOMR will provide weekend coverage as required at an additional cost to the County.

ARTICLE X: PHYSICAL THERAPY SERVICES

UICOMR shall promptly provide, at its expense, all reasonably necessary physical therapy services which are required by any Inmate and are of a type that can be reasonably rendered on-site. The physical therapy services shall, whenever possible, take place within the JAIL. Physical therapy will occur Monday through Friday with an average of 45 visits a month.

ARTICLE XI: TERM AND TERMINATION OF AGREEMENT.

11.1 Contract Term. This contract shall commence on April 1, 2019 at 12:01 a.m. and shall expire on March 31, 2020 at 11:59 p.m.; unless renewed or extended as provided herein. The Parties reserve the right to extend this Agreement for up to four (4) additional one-year renewals, if it appears to be in the best interest of County and the renewal is agreed to by UICOMR.

Furthermore, notwithstanding any other provision of this Agreement to the contrary, County reserves the right to extend the term of this Agreement, or of any renewal of this Agreement, for up to 90 days if necessary to continue a source for Inmate health care services if a new or replacement contract is not executed prior to the expiration date.

11.2 Termination. Either Party may, without prejudice to any other rights it may have, terminate this Agreement for the convenience of that Party, with or without cause, by giving the other Party written notice of intent to terminate one hundred twenty (120) days prior to the intended termination date.

If either UICOMR or County is in material breach of this Agreement the non-breaching Party may notify the other thereof in writing, and if the breach in performance is not cured within ninety (90) calendar days following receipt of notice, then the non-breaching Party has the right, without liability, in addition to its other rights and remedies, to terminate this Agreement immediately upon further written notice.

In the event UICOMR and County mutually agree in writing, this Agreement may be terminated on the terms and date so stipulated.

UICOMR may terminate this Agreement for default if County fails to timely make payments to UICOMR under the terms of the Illinois Prompt Payment Act. County may terminate this Agreement immediately in the event UICOMR fails to keep in force any required insurance policies. Either UICOMR or County may terminate this Agreement immediately upon insolvency, bankruptcy, or receivership of the other Party.

11.3 Responsibility for Inmate Health Care. Upon the termination of this Agreement, total responsibility, including but not limited to financial responsibility, for providing health care services to all Inmates, including Inmates receiving health services at facilities off-site such as a hospital, will be transferred from UICOMR to County. At least twenty-one (21) days prior to termination, UICOMR shall make available for review all records and documents so that County may prepare to provide medical services to all Inmates.

ARTICLE XII: COMPENSATION.

12.1 Base Compensation. County will pay UICOMR the sum of Two Million Five Hundred Thirty-five Thousand and One Hundred and Fifty-two Dollars (\$2,535,152) for the first year of the contract, payable in twelve monthly installments of Two Hundred eleven Thousand and Two Hundred and Sixty-two Dollars and sixty-seven cents (\$211,262.67).

UICOMR will bill County on or before the seventh day of each the month preceding the month for which services are to be rendered, and County agrees to pay UICOMR for those services in advance of the services being rendered. In the event this Agreement should, for any reason, terminate on a date other than the end of a calendar month, compensation to UICOMR will be prorated accordingly for the shortened month, and UICOMR will reimburse County for any over payment.

12.2 Negotiated Annualized Amount Increase Upon Renewal. Unless otherwise mutually agreed by the Parties, upon each renewal of the Agreement the base compensation will be increased by the percentage increase of the Consumer Price Index for the previous calendar year (January – December) or two (2) percent, whichever is greater.

12.3 Changes in Law or Population. UICOMR and County will agree on additional base compensation to be paid by County to UICOMR if any of the following events causes or results in material cost increases to UICOMR or causes or requires UICOMR to provide additional staffing or upgraded personnel: (i) the enactment of any statute, law, rule, or regulation; (ii) the issuance of any court or agency order; or (iii) an increase in the Average Daily Inmate Population per month (excluding inmates sentenced to periodic imprisonment) over 850.

12.4 Increases in Inmate Population. This Agreement contemplates that the average daily inmate population of the JAIL will be 850. If the average daily inmate population, including inmates sentenced to periodic imprisonment, for any calendar month during the term of this Agreement exceeds 850, then the compensation payable to UICOMR by County hereunder for that month shall be increased by a per diem rate of Ninety-nine cents (\$0.99) for each inmate (average) over 850 for each day of the month. [For example, if the average inmate population for the month of April is 1,000, the additional compensation shall be $150 \times 30 \times \$0.99 = \$4,455.00$.] The average daily inmate population shall be derived from the Jail's record of the inmate meal counts.

12.5 Decreases in Inmate Population. If the average daily inmate population, including inmates sentenced to periodic imprisonment, for an calendar month during the term of this Agreement falls below 700, then the compensation payable to UICOMR by the County hereunder for that month shall be decreased by a per diem rate of Ninety-nine cents (\$0.99) for each inmate (average) under 700 for each day of the month. [For example, if the average inmate population for the month of April is 650, the amount UICOMR would have to reimburse County would be $50 \times 30 \times \$0.99 = \$1,485.00$.] The average daily inmate population shall be derived from the Jail's record of the inmate meal counts.

12.6 Reconciliation Based on Actual Hours of Service. For the key provider positions such as Physician, Nurse Practitioner, Psychiatrist, and Licensed Clinical Professional Counselor, there will be a reconciliation every quarter. The County will reduce their monthly payment to UICOMR once a key position remains vacant for two consecutive months. The reduction will be the amount of the provider's monthly salary, benefits, and overhead multiplied by the number of vacant months. There will be no reduction in payment to UICOMR if the

vacant position is being filled by other UICOMR providers. It is the understanding of the Parties that UICOMR will use its best efforts to maintain the minimum staffing level specified in Article II above; but in the event that minimum staffing level is from time to time not met due to vacancies, illness, or time off, no deduction to the base compensation will be made. Likewise, for example, if from time to time the Inmates' needs do not necessitate 8 hours per week of dental services or 10 hours per week of mental health services, no deduction to the base compensation will be made even though the minimum numbers of hours of services were not actually provided.

Conversely, it is also the understanding of the Parties that UICOMR is responsible for furnishing, at its expense, all of the medical, dental, mental health, and nursing services provided for in this Agreement for the base compensation (except as provided in Sections 12.3 and 12.4), regardless of the staffing level actually needed to adequately and promptly meet the Inmates' reasonably necessary needs. For example, if at any time UICOMR cannot adequately and promptly take care of all of the reasonably necessary medical needs of the Inmates with the minimum staffing level set forth in this Agreement, UICOMR will provide as much additional physician and/or nursing time as is necessary to meet those needs without additional compensation (except as provided in Sections 12.3 and 12.4 above). Likewise, if due to the unavailability of UICOMR's dental provider it is necessary to transport an Inmate from the Jail to a dentist for treatment which could have otherwise been reasonably provided on-site in the JAIL, UICOMR will be responsible for the cost of that treatment.

12.7 STD Testing County agrees to pay UICOMR \$10 per test for STD tests performed as required by court order or if the Inmate is symptomatic. If STD testing is requested by the Inmate and approved by the County, the County will reimburse UICOMR for the cost of all requested testing, not to exceed \$10 per test, out of that Inmate's trust account.

ARTICLE XIII: INSURANCE.

13.1 University Insurance By action of the Board of Trustees of the University of Illinois on August 1, 1976 a liability self-insurance plan (Plan) was established; last amended June 9, 2011 with an effective date of January 1, 2012. The Plan covers its employees, including UIC-employed Physicians, subject to the Plan's terms, conditions and exclusions. Coverage is not to be construed to insure the liability of others. The Plan limits of insurance are a maximum of \$1,000,000 per occurrence, \$3,000,000 annual aggregate. The Plan documents are available on request. The Plan covers the Physicians, nursing staff, and mental health staff providing Services to County under this Agreement. While the Plan is in effect as of the date hereof, nothing contained herein shall be construed as precluding said Board of Trustees from modifying, revising, or canceling, in whole or part, the Plan; however, University agrees to provide County with an advance 30-day public written notice in the event Program or Plan is canceled in whole or in part.

13.2 County Insurance County agrees to at all times throughout the term of this Agreement to maintain, in the minimum amounts of \$1,000,000 per claim or occurrence, \$3,000,000 aggregate, for its employees, agents, and servants, either (1) a comprehensive

general public liability and property damage liability insurance policy in an amount adequate to cover the associated risks, (II) an equivalent program of funded self-insurance, or (III) use a captive insurance company to meet the terms and conditions of this paragraph. A copy of this coverage shall be provided to University upon request.

ARTICLE XIV: MISCELLANEOUS

14.1 Insurance Paperwork. UICOMR shall provide the State of Illinois Department of Public Aid with the necessary paperwork for reimbursement of medical expenses for those Inmates who are on Public Aid. For Inmates who have other insurance coverage available for the health care they receive while in the custody of the Sheriff, UICOMR will notify the appropriate medical provider of such coverage, and arrange to have the Inmate's invoices sent to the Inmate's insurance provider for payment.

14.2 Independent Contractor Status. County expressly acknowledges UICOMR is an "independent contractor", and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which UICOMR, its employees, or its subcontractors perform hereunder. UICOMR assumes all financial responsibility for the employees of UICOMR.

14.3 Limitation of Liability. It is understood and agreed that neither County nor UICOMR shall be liable for any negligent or wrongful acts either of commission or omission chargeable to the other arising out of or as a consequence of the performance of this Agreement unless such liability is imposed by law, and that this Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party to the other or to a third party.

14.4 Joint Defense. The Parties hereto acknowledge the importance of cooperation in the defense of litigation arising in connection with this Agreement. UICOMR and County hereby agree they shall consult and cooperate with each other in the defense of any claim arising in connection with the services provided pursuant to this Agreement insofar as there exists no conflict of interests between the Parties in any given claim.

14.5 Use of Name. County agrees not to use the name of the University of Illinois in advertising or for any other commercial purpose without the prior written approval of UICOMR, which approval shall not be unreasonably withheld.

14.6 Compliance with Laws. County and UICOMR acknowledge that each has certain obligations in connection with applicable laws, regulations, and accreditation standards. Both Parties acknowledge that, from time to time, either Party may adopt policies, procedures, and/or documentation requirements in connection with the implementation of such laws,

regulations and accreditation standards. Each Party agrees to cooperate with the other in this compliance.

14.7 Prison Rape Elimination Act of 2003 (PREA). UICOMR will comply with PREA, applicable PREA standards, and the Sheriff's policies related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within the Jail.

14.8 Taxpayer Identification. Under penalties of perjury, UICOMR certifies that its Federal Taxpayer's Identification Number is: 37-6000511. Under penalties of perjury, County certifies that its Federal Taxpayer's Identification Number is: 36-6006681.

14.9 Confidentiality. Any information furnished by either Party to the other shall be treated as confidential. Neither Party shall disclose such information unless specifically authorized by the other or required to do so by law.

14.10 Business Associate Agreement. Throughout the term of this Agreement, UICOMR and County mutually agree to abide by the conditions and requirements as stated in the Business Associate Agreement attached to this Agreement as Exhibit B.

14.11.1 Anti-bribery: County certifies it is not barred from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

14.11.2 Non-Discrimination and Equal Employment Opportunity: Both Parties certify that they are in compliance with applicable provisions of the U. S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. Both Parties shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented by U. S. Department of Labor regulations (41 C.F.R. Chapter 60).

14.11.3 Exclusions Party List: Both Parties certify that neither it nor, to the best of its abilities, any of its employees and agents are currently the subject of an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is it currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. Both Parties represent and acknowledge, it has checked the U. S. General Service Administration's (GSA) Excluded Party Listing System (EPLS), which lists Parties excluded from federal procurement and non-procurement programs. The EPLS website includes GSA/EPLS, the U.S. Department of Health and Human Services (HHS) Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE), and the U.S. Department of Treasury's (Treasury) Specially Designated Nationals (SDN) list. Both Parties also represent and acknowledge, it has checked

the Illinois Department of Public Aid (IDPA) OIG Provider Sanctions list of individuals and entities excluded from state procurement with respect to each respective Party's employees and agents. See the following websites:

<http://exclusions.oig.hhs.gov/>

and <http://www.illinois.gov/hfs/oig/Pages/SanctionsList.aspx>

Either Party can terminate contract without penalty to the other Party if the other Party becomes excluded during life of this Agreement.

Each Party shall inform the other Party immediately if it would no longer be able to comply with these certifications at any time during the term of the Agreement.

14.12 Assignment. Neither Party may assign or transfer this Agreement or any part thereof, without the express written consent of the other Party.

14.13 Notices. All notices or other communications required or permitted to be given under this Agreement shall be in writing, shall be delivered either personally in hand, by certified mail, return receipt requested, postage prepaid, or by independent guaranteed over-night delivery service, and shall be addressed to the appropriate Party at the following address (or such other address as may be given in writing to the other Party):

(a) County	With a copy to:
Winnebago Co. Purchasing Dept. 404 Elm Street, Room 202 Rockford, Illinois 61101 Attention: Ann Johns Purchasing Director	Winnebago County Corrections Bureau 650 W. State Street Rockford, IL 61101 Attention: Corrections Bureau Operations Commander
(b) UICOMR: Uma Sriram Director of Finance UIC College of Medicine Rockford 1601 Parkview Avenue Rockford, IL 61107	

14.14 Governing Law. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Illinois.

14.15 Entire Agreement. This Agreement constitutes the entire agreement of the Parties and is intended to be a complete and exclusive statement of the promises, representa-

tions, negotiations, discussions, and agreements that have been made in connection with the subject matter thereof. No modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto. This Agreement consists of the contract documents listed below, which are incorporated by reference, except as modified herein. In the event of conflicts or discrepancies among the contract documents, interpretations will be based on the following priority:

- (1) This Agreement.
- (2) Winnebago County Request for Proposal Bid No. 18P-2140.
- (3) UICOMR's bid response.

14.16 Waiver of Breach. 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 of the same or any other provision hereof.

14.17 Excused Performance. In the event the performance of any of the terms or provisions of this Agreement shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, local, State, or Federal, or because of riots, public disturbances, strikes, lockouts, differences with workmen, fires, floods, acts of God, or any similar cause beyond the reasonable control of the Party 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.

14.18 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement; which shall remain in full force and effect and enforceable in accordance with its terms.

14.19 Other Contracts and Third-Party Beneficiaries. The Parties acknowledge UICOMR is neither bound by or aware of any other existing contracts to which County is a party and which relate to the providing of medical care to the Inmates; except as specified in Section 1.4 of this Agreement. The Parties agree that they have not entered into this Agreement for the benefit of any third person or persons, 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.

14.20 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute one and same instrument.

14.21 Non-Medical Care of Inmates. The Sheriff shall provide for the non-medical needs of Inmates receiving health care services hereunder; which shall include, but not be limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

14.22 Non-Discrimination. UICOMR agrees to not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age, or handicap unrelated to the bona fide occupational qualification of the position, or status as a disabled veteran or Vietnam Era veteran. UICOMR will distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening, referral, and selection of job applicants, and to prospective job applicants.

14.23 Authority. Each Party hereto represents and acknowledges that the person executing this Agreement on its behalf has full power and authority to do so, and that this Agreement constitutes a legal, valid, and binding agreement of each such Party.

14.24 Amendments and Modifications. Furthermore, notwithstanding any other provision of this Agreement to the contrary, this Agreement can be amended only in writing signed by both Parties during the current contract term.

IN WITNESS WHEREOF, the Parties have set their hands and seals hereto as of the day and year written below.

THE COUNTY OF WINNEBAGO and the WINNEBAGO COUNTY SHERIFF

By: _____ / _____
Frank Haney Date
Chairman Winnebago County Board

By: _____ / _____
Gary Caruana Date
Winnebago County Sheriff

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: _____ / _____
Avijit Ghosh Date
Comptroller

**EXHIBIT A
STAFFING PLAN**

Jail Nursing Staff Coverage	<u>Mon-Fri,</u> <u>Day</u>	<u>Mon-Fri,</u> <u>PM</u>	<u>Mon-Fri,</u> <u>Night</u>
	# Staff	# Staff	# Staff
<u>Administrative Nurse (Supervisory) (Mon-Fri)</u>	1	0	0
Healthcare Administrator			
Supervision of all staff (RN, LPN, MA, NT)			
Prepare staff schedules and assignments			
Coordinate Physical Therapy sessions			
Compile Monthly Statistics			
Liaison with Jail administration			
Complete monthly narcotic Inventory and reconciliation			
Prepare monthly STI billing			
Address grievances in kiosks			
Complete Incident reporting			
Review Pharmacy Bills			
Prepare medical/dental visit billings for Jail administration			
Attend monthly staff meetings/ and or Jail meetings			
Oversee JDC staff and schedules			
<u>Licensed Clinical Professional Counselor</u>	1		
Perform Medical Screenings			
Complete comprehensive health/mental evaluation			
Suicide screening			
Sick calls			
Treatment plans			
Follow up care and treatment			
<u>Nurse Techs & Medical Assistants</u>	2	0	0
Assist providers with Clinic sessions			
Room patients			
Lab duties			
Complete Accuchecks			
Process all Medical Record requests			
Assist with treatments			
Assist with medical intakes			
Assist with bond out			
Schedule appointments as requested by Providers			

Prepare daily treatment sheets and physical sheets			
Complete Filing and purging of charts			
Answer phones			
• Medical Assistants Only: Administer immunizations or pass medication prepared by nurse			
	<u>Mon-Sun, Day</u>	<u>Mon-Sun PM</u>	<u>Mon-Sun, Night</u>
	<u># Staff</u>	<u># Staff</u>	<u># Staff</u>
<u>Nurses (LPN's or RN's & NT)</u>	4	4	2
All medication passes			
Treatments (physicals, vitals and wound care)			
Diabetic checks			
Sick call triage			
Lab blood draws			
Order pharmacy medication			
Medical Records Documentation/Charting			
Manage medication records			
Manage patient personal medication and stock medication			
Medical intakes			
Bond out			
Respond to Medical codes			
Process written orders by from providers			

Physician (2 sessions a week on non-consecutive days) 1
Psychiatrist (2 sessions a month, non-consecutive weeks) 1
Nurse Practitioner (40 hours a week) 1

Day = 6:00 a.m. – 2:00 p.m.

PM = 2:00 p.m. – 10:00 p.m.

Night = 10:00 p.m. – 6:00 a.m.

Adult Jail					
Employee	Title	FTE	Hours/Week	Shifts	
Physician		0.2	8-10	Day	
Psychiatrist		0.05	2	Day	
Nurse Practitioner		1	40	Mon- Fri, Day	
Health Administrator/RN	AN II	1	40	Mon- Fri, Day	
Licensed Clinical Professional Counselor	LCPC	1	40	Mon- Fri, Day	
Registered Nurse	SN I	1	40	Mon- Fri, Day	
	LPN				
Licensed Practical Nurse	II	1	37.5	Mon- Fri, Day	
Registered Nurse	SN I	1	40	Mon- Fri, Day	
Registered Nurse	SN I	1	40	Mon- Fri, Day	
Registered Nurse	SN I	1	40	Mon-Fri, Evening	
Registered Nurse	SN II	1	40	Mon-Fri, Evening	
Registered Nurse	SNII	1	40	Mon-Fri, Evening	
	LPN				
Licensed Practical Nurse	II	1	37.5	Mon-Fri, Evening	
Registered Nurse	SNI	1	40	Mon-Fri, Night	
Registered Nurse	SN II	0.6	24	Weekend-Night	
	LPN				
Licensed Practical Nurse	II	0.64	24	Weekend-Day	
	LPN				
Licensed Practical Nurse	II	0.64	24	Weekend-Night	
	LPN				
Licensed Practical Nurse	II	0.64	24	Weekend-Day	
Nurse Technician	NT	1	40	Mon- Fri, Day	
Nurse Technician	NT	1	40	Mon- Fri, Day	
Nurse Technician	NT	1	40	Mon-Fri, Night	
Rotation					
Registered Nurse	SNI	0.2	16	Plug In Evening/Night	
Registered Nurse	SN II	0.6	24	Rotate with JDC	

<u>Subcontracts</u>					
Dentist			8		
Dental Assistants			10		
Kp Counseling			10		
Edgebrook			8	45 visits/month	

EXHIBIT B
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) dated _____ (the “Effective Date”), is entered into by and between Winnebago County Sheriff _____ (“Covered Entity” or “CE”) and the Board of Trustees of the University of Illinois on behalf of its College of Medicine at Rockford, Department of Family and Community Medicine (“Business Associate”), each a “Party” and collectively, the “Parties.”

WHEREAS, CE and Business Associate have entered into, or are entering into, or may subsequently enter into, agreements or other documented arrangements (collectively, the “Business Arrangements”) pursuant to which Business Associate may provide products and/or services for CE that require Business Associate to access, create and/or use health information that is protected by state and/or federal law; and

WHEREAS, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and U.S. Department of Health & Human Services (“HHS”) promulgated the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Standards”), at 45 C.F.R. Parts 160 and 14, requiring certain individuals and entities subject to the Privacy Standards (each a “Covered Entity”, or collectively, (“Covered Entities”) to protect the privacy of certain individually identifiable health information (“Protected Health Information”, or “PHI”); and

WHEREAS, pursuant to HIPAA, HHS has issued the Security Standards (The “Security Standards”) at 45 C.F.R Parts 160, 162 and 164, for the protection of electronic protected health information (“EPHI”); and

WHEREAS, in order to protect the privacy and security of PHI, including EPHI, created or maintained by or on behalf of the Covered Entity, the Privacy Standards and Security Standards require a Covered Entity to enter into a “business associate agreement” with certain individuals and entities providing services for or on behalf of the Covered Entity if such services require the use of disclosure of PHI or EPHI; and

WHEREAS, on February 7, 2009, the Federal Health Information Technology for Economic and Clinical Health Act (the HITECH Act”) was signed into law, and the HITECH Act imposes certain privacy and security obligations on Covered Entities in addition to the obligations created by the Privacy Standards and the Security Standards; and

WHEREAS, the HITECH Act revises many of the requirements of the Privacy Standards and the Security Standards concerning the confidentiality of PHI and EPHI, including extending certain HIPAA and HITECH Act requirements directly to business associates; and

WHEREAS, the HITECH Act requires that certain of its provisions be included in business associate agreements, and that certain requirements of the Privacy Standards be imposed contractually upon Covered Entities as well as business associates; and

WHEREAS, Business Associate and CE desire to enter into this Agreement;

NOW THEREFORE, in consideration of the mutual promises set forth in the Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. **Business Associate Obligations.** Business Associate may receive from CE, or receive on behalf of CE, health information that is protected under applicable State and/or Federal law, including without limitation, PHI and EPHI. All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Privacy Standards, the Security Standards and/or the HITECH Act, as applicable (collectively referred to hereinafter as the "confidentiality Requirements"). All references to PHI herein shall be constructed to include EPHI. Business Associate agrees not to use or disclose (or permit the use of or disclosure of) PHI in a manner that would violate the Confidentiality Requirements if the PHI were used or disclosed by CE in the same manner.
2. **Use of PHI.** Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. 164.504(e). Furthermore, Business Associate shall use PHI solely for CE's benefit and only for the purpose of performing services for CE as such services are defined in Business Arrangements, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under Federal and State law. CE shall retain all rights in the PHI not granted herein. Use, creation and disclosure of de-identified health information by Business Associate are not permitted unless expressly authorized in writing by CE.
3. **Disclosure of PHI.** Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third party Persons or entities as necessary to perform its obligations under the Business Arrangement and as permitted or required by applicable Federal or State law. Further, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that (i) such disclosures are required by law, or (ii) Business Associate: (a) obtains reasonable assurances from any third party to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the third party; (b) requires the third party to agree to immediately notify Business Associate of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements. Additionally, Business Associate shall ensure that all disclosures of PHI by Business Associate and the third party comply with the principle of "minimum necessary use and disclosure," i.e.,

only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed; provided further Business Associate shall comply with Section 13405(b) of the HITECH Act, and any regulations or guidance issued by HHS concerning such provision, regarding the minimum necessary standard and the use and disclosure (if applicable) of Limited Data Sets. If Business Associate discloses PHI received from CE, or created or received by Business Associate on behalf of CE, to agents, including a subcontractor (Collectively, "Recipients"), Business Associate shall require recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement including that such Recipients will implement reasonable and appropriate safeguards to protect the PHI and immediately notify Business Associate of any breaches of the confidentiality of the PHI, as "breach" is defined by 45 C.F.R. 164.402, to the extent Recipients have knowledge of such breach. Business Associate shall report to CE any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within ten (10) business days of the Business Associate becoming aware of such use or disclosure. In addition to Business Associate's obligations under Section 9, Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by CE in writing, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.

4. **Individual Rights Regarding Designated Record Sets.** If Business Associate maintains a Designated Record Set on behalf of CE, Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by CE or, as directed by CE, an individual who is the subject of the PHI under conditions and limitations required under 45 CFR 164.524, as it may be amended from time to time, and (ii) amend PHI maintained by Business Associate as requested by CE. Business Associate shall respond to any request from CE for access by an individual within five (5) days of such request and shall make any amendment requested by CE within ten (10) days of such request. Any information requested under this Section 4 shall be reasonably provided in the form or format requested, if it is readily producible in such form or format. CE shall determine whether a denial is appropriate or an exception applies. Business Associate shall notify CE within five (5) days of receipt of any request for access or amendment by individual. CE shall determine whether to deny or grant any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set, as requested by CE.
5. **Accounting of Disclosures.** Business Associate shall make available to CE, in response from request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR 164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by

HHS in accordance with such provision. Business Associate shall provide to CE such information necessary to provide an accounting within thirty (30) days of CE's request or such shorter time as may be required by state or federal law. Such accounting must be provided without cost to the individual or to CE if it is the first accounting requested by an individual within any twelve (12) month period. Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) so long as Business Associate inform the CE and the CE informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.

6. **Withdrawal of Authorization.** If the use of disclosure of PHI in this Agreement is based upon an individual's specific authorization for the use of his or her PHI, and (i) the individual revokes such authorization in writing (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an expectation under the Confidentiality Requirements expressly applies.
7. **Records and Audit.** Business Associate shall make available to the United States Department of Health and Human Services, or its agents, its internal practice, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of CE for the purpose of determining CE's compliance with the Confidentiality Requirements or any other health oversight agency, in a time and manner designated by the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify CE immediately upon receipt by Business Associate of any and all requests by or on behalf of any and all Federal, State and local government authorities served upon Business Associates for PHI.
8. **Implementation of Security Standards; Notice of Security Incidents.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of CE. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. 164.38, 164.310, 164.312 and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all

additional security provisions of the HITECH Act. Furthermore, to the extent feasible, Business Associate will use commercially reasonable efforts to ensure that the technology safeguards used by Business Associate to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009). Or such alter regulations or guidance promulgated by HFS or issued by the National Institute for Standards and Technology ("NIST") concerning the protection of identifiable data such as PHI. Business Associate will promptly report to Facility any successful Security Incident of which it becomes aware. At the request of Facility, Business Associate shall identify: the date of the Security Incident, the scope of the Security Incident, the Business Associate's response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known.

9. Data Breach Notification and Mitigation.

9.1 HIPAA Data Breach Notification and Mitigation. Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. 164.402 (hereinafter a "HIPAA Breach"). The parties acknowledge and agree that 45 C.F.R. 164.404 as described below in this Section 9.1, governs the determination of the date of a HIPAA breach. In the event of any conflict between this Section 9.1 and the Confidentiality Requirements, the more stringent requirements shall govern. Business Associate will, following the discovery of a HIPAA breach, notify CE promptly and in no event later than ten (10) business days after the Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. 164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to CE, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Business Associate, or by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be considered to have had knowledge of a HIPAA Beach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Business Associate. No later than thirty (30) business days following the Breach, Business Associate shall provide CE with sufficient information to permit CE to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. 164.400 et. seq. Specifically, if the Business Associate will provide CE with (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, e-mail address); (ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA

Breach and the date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g. names, social security number, date of birth, address(e.g.), account numbers of any kind, disability codes diagnostic and/or billing codes or similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) the name and the contact information for the Business Associate's liaison from whom the CE and individuals may ask questions or earn additional information concerning the HIPAA Breach. Following the HIPAA Breach, Business Associate will have a continuing duty to inform CE of new information learned by Business Associate regarding the HIPAA Breach, including but not limited to the items described in items (i) through (v) above. In the event of a breach of Business Associate's obligation under this Agreement requires notification under applicable law CE ("Notification Event"), Business Associate shall coordinate with CE to assist CE's effort to inform individuals in accordance with such applicable law.

9.2 Data Breach Notification and Mitigation under Other Laws. In addition to the requirements of Section 9.1, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as "Individually Identifiable Information") that, if misused, disclosed, lost or stolen, CE believes would trigger and obligation under one or more State data breach notification laws (each as a "State Breach") to notify the individuals who are the subject of the information. Business Associate agrees that in the event all individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Business Associate shall promptly: (i) cooperate and assist CE with any investigation into any State Breach or alleged State Breach; (ii) cooperate and assist CE with any investigation into any State Breach or alleged State Breach conducted by any State Attorney General or State Consumer Affairs Department (or their respective agents); CE and (iv) assist with the implementation of any decision by CE or any State agency, including any State Attorney General or State Consumer Affairs Department (or their respective agents), to notify individuals impacted or potentially impacted by a State Breach.

9.3 Liability. It is understood and agreed that neither party to this Agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other unless such liability is imposed by law and that this Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against a third party.

10. Term and Termination.

10.1 This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this Section 10, provided, however, that termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.

10.2 This Agreement shall immediately terminate upon termination of the service under the Agreement between parties.

10.3 Either Party may immediately terminate this Agreement (the "Terminating Party") and shall have no further obligations to the other Party ("Terminated Party") hereunder if any of the following events shall have occurred and be continuing:

- (i) The Terminated Party fails to observe or perform any material covenant or obligation contained in this Agreement for ten (10) days after written notice thereof has been given to the Terminated Party; or
- (ii) A violation by the Terminated Party of any provision of the Confidentiality Requirements or other applicable federal or state privacy law relating to the obligations of the Terminated Party under this Agreement.

10.4 Termination of this Agreement for either of the two reasons set forth in Section 10.3 above shall be cause for CE to immediately terminate for cause any Business Arrangement pursuant to which Business Associate is entitled to receive PHI from CE.

10.5 Upon the termination of all Business Arrangements, either Party may terminate this Agreement by providing written notice to the other Party.

10.6 Upon termination of this Agreement for any reason, Business Associate agrees to destroy all PHI received from CE or otherwise through the performance of services for CE that is in the possession or control of Business Associate or its agents. In the case of PHI that is not feasible to "destroy," Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of PHI.

11. No Warranty. PHI is provided to Business Associate solely on an "as is" basis. CE disclaims all other warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose.

12. Ineligible Persons. Business Associate represents and warrants to CE that Business Associate (i) is not currently excluded, debarred or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7B(f) ("the Federal Healthcare Programs"); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify CE of any change of status of the representations and warranty set forth in this section. Any breach of this section shall give CE the right to terminate this Agreement immediately for cause.

13. Miscellaneous.

13.1 **Notices.** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; (iii) overnight delivery service with proof of delivery; or (iv) facsimile with return facsimile acknowledging receipt. 13.2 hereunder.

COVERED ENTITY:

BUSINESS ASSOCIATE:

13.2 **Waiver.** No provision of this Agreement or any breach thereof shall be deemed as waived unless such waiver is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver or excuse any different or subsequent breach.

13.3 **Assignment.** Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party.

13.4 **Severability.** Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions.

13.5 **Entire Agreement.** This Agreement constitutes the complete agreement between Business Associate and CE relating to the matters specified in the Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party; provided, however that upon the enactment of any law, regulation, court decision, or relevant government publication and/or interpretative guidance or policy that the CE believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, CE may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which and or transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third party beneficiary under this Agreement nor shall any third party have any rights as a result of this Agreement.

13.6 **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois, excluding its conflicts of laws provisions.

13.7 **Nature of Agreement: Independent Contractor.** Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties. Business Associate is an independent contractor, and not an agent of CE. This Agreement does not express or imply any commitment to purchase or sell goods or services.

13.8 **Restriction or Remuneration for HER and PHI.** Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI except as permitted by 13405(d) of the HITECH Act (42 U.S.C. 17935(d)).

13.9 **Covered Entity.** Notwithstanding the fact that the Winnebago County Sheriff is referred to as a "covered entity" in the Whereas clauses above in this Business Associate Agreement, the Winnebago County Sheriff does not acknowledge, agree, nor admit that either the Office of the Winnebago County Sheriff or the Winnebago County Sheriff's Department are "covered entities" as defined at 45 C.F.R. § 160.103. Nothing in this Business Associate Agreement shall be construed as an acknowledgment, representation, admission, or agreement that either the Office of the Winnebago County Sheriff or the Winnebago County Sheriff's Department are subject to the obligations of "covered entities" under the Health Insurance Portability Act of 1996 or the regulations set forth at 45 C.F.R. Subl. A, Subch. C, Parts 160, 162, and 164.

13.10 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one

and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COVERED ENTITY:

By: _____

Printed Name/Title

Date: _____

By: _____

Printed Name/Title

Date: _____

BUSINESS ASSOCIATE:

The Board of Trustees of the
University of Illinois

By: _____
Avijit Ghosh, Comptroller

Date: _____

HEALTH SERVICES AGREEMENT

(UIC ref. no. CN-)

This Health Services Agreement (hereinafter referred to as "Agreement") is entered into by and between the County of Winnebago, an Illinois body politic (hereinafter referred to as "County") and the Board of Trustees of the University of Illinois, a public body, corporate and politic of the State of Illinois on behalf of the University of Illinois at Chicago and its College of Medicine Rockford, Department of Family and Community Medicine, located at 1601 Parkview S200, Rockford, Illinois (hereinafter referred to as "UICOMR"). County and UICOMR shall be collectively referred to herein as "the Parties" and individually as "a Party".

WITNESSETH :

WHEREAS, County desires to enter into an agreement with UICOMR for the delivery of on-site health care services to juvenile detainees at the Winnebago County Juvenile Detention Center, located at 5350 Northrock Drive, Rockford, Illinois, (hereinafter referred to as "Detention Center"); and

WHEREAS, UICOMR is a corporation which provides correctional health care and health care related management services, and desires to provide such services to the County under the terms and conditions hereof.

NOW, THEREFORE, with the intent to be legally bound, and in consideration of the covenants and promises hereinafter made, the Parties hereto agree as follows:

ARTICLE I: HEALTH CARE SERVICES.

1.1 General Engagement/Scope of Services. County hereby engages UICOMR to deliver on-site at the Detention Center, and at UICOMR's expense, such reasonably necessary medical and related health care services as are needed by any juvenile being detained at the Detention Center (hereinafter referred to as "Juvenile") and which can be reasonably rendered on-site; and UICOMR hereby accepts such engagement according to the terms and provisions hereof. These services shall include, but not limited to, a comprehensive health assessment of each Juvenile within seven (7) days following the Juvenile's incarceration in the Detention Center. [It is the understanding of the parties that UICOMR will be providing services under this Agreement for only a predetermined number of hours per week, and that UICOMR is responsible for providing services under this Agreement only during those hours of coverage. This Agreement does not contemplate 24 hours per day coverage. In the event a Juvenile requires medical attention when UICOMR staff or subcontractors are not present at the Detention Center, it is the understanding of the parties that the Juvenile will be transported off-site for medical treatment and UICOMR will not be financially responsible for the costs of those off-site services. Furthermore, it is the understanding of the Parties that Juveniles needing

medical services of a type or scope which cannot be reasonably rendered on-site will also be transported to off-site medical providers (e.g. hospitals) for medical treatment and that UICOMR will also not be financially responsible for the costs of those off-site services.]

1.2 Elective Medical Care. UICOMR will not be responsible for the provision of elective medical care to the Juveniles. For purposes of this Agreement, "elective medical care" means medical care which, if not provided, would not in the opinion of the UICOMR's Medical Director cause the Juvenile's health to deteriorate or cause harm to the Juvenile's well-being. Decisions concerning elective medical care shall be consistent with the applicable American Medical Association (AMA) Standards.

1.3 Contaminated Waste Disposal. UICOMR shall, at its cost, provide for the removal of all medical waste generated by the Detention Center's medical unit. Contaminated waste removal contractors utilized by UICOMR must agree to abide by all applicable Illinois, OSHA, and environmental laws and regulations.

1.4 Collection of Physical Evidence. UICOMR shall upon request to collect physical evidence (blood, hair, semen, saliva, etc.), when the request for search or collection is accompanied by a written court order and the Juvenile in question gives written permission for such search or collection to take place. UICOMR shall not bear the cost of testing the collected evidence. After collecting evidence, UICOMR will turn the specimen over to County or a court designated representative to complete chain-of-evidence. Health care personnel shall also offer court testimony relative to such collection, when necessary.

ARTICLE II: STAFFING.

2.1 Medical Care. UICOMR shall, at its expense, furnish a Nurse Practitioner to provide four (4) hours per week of sick call at the Detention Center, and to provide any additional care during that time as is necessary to take care of the medical needs of the Juveniles and can be appropriately rendered on-site. Unless otherwise agreed to in advance by the Director of Juvenile Detention (or his designee), the Nurse Practitioner services shall be performed during two consecutive hours between 10:00 a.m. and 8:00 p.m. two non-consecutive days each week. Additionally, a physician shall be on-call for staff, 7 days/week, 24 hours/day. UICOMR will provide vacation and holiday coverage as required.

<u>Position</u>	<u>FTE</u>	
NP	.20	(4 hours/week)

2.2 Nursing Services. UICOMR shall, at its expense, provide thirty-five (35) hours per week (5 hours per day, 7 days per week) of on-site nursing services to the Juveniles consisting of:

Position
RN/LPN

FTE
.9

(35 hours/week)

UICOMR reserves the right, in its sole discretion, to change the individual hours worked by RN's or LPN's, respectively, each week, but total hours shall be 35 per week. These hours will be provided between 8:00AM and 11:00AM and 7:00PM and 10PM.

See Staffing Plan attached as Exhibit A.

2.3 Mental Health. UICOMR shall, at its expense, provide a qualified mental health professional in the Detention Center 20 hours per week, Monday through Friday, to screen, assess and collaborate regarding medical services and provide training in mental health to Detention staff. Mental health assessments will be performed within 7 days of arriving in detention. UICOMR will try to secure telepsych services for detainees for 2 hours every month at a cost to be agreed upon by both Parties.

2.4 Licensure, Certification, and Registration of Personnel. UICOMR shall obtain at its cost any licenses which are required to provide the services contemplated by this Agreement. All personnel, including employees and subcontractors, provided or made available by UICOMR to render services hereunder will be licensed, certified or registered in their respective areas of expertise pursuant to applicable Illinois law. Copies of current certifications and licenses for all personnel working on site or who supervise the work at the Detention Center shall be made available within 10 days of the request to the Director of Juvenile Detention.

2.5 Use of Inmates in the Provision of Health Care Services. Juveniles will not be employed or otherwise engaged by either UICOMR or the Director of Juvenile Detention in the direct rendering of any health care services.

2.6 Subcontracting. In order to discharge its obligations hereunder, UICOMR may engage certain health care professionals as independent contractors rather than as employees, and County expressly consents to such subcontracting (subject to the provisions of section 2.7 below). As the relationship between UICOMR and these health care professionals will be that of an independent contractor, UICOMR will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals, and UICOMR will not exercise control over the manner or means by which these independent contractors perform their professional services. Independent contractors are not deemed to be employees, agents, or representatives of either UICOMR or County. UICOMR shall ensure that any subcontractor providing health care services under this Agreement will have professional liability/malpractice insurance in the amounts set forth in section 9.1 below.

2.7 Approval of Director. UICOMR agrees to provide the Director of Juvenile Detention with the names, Social Security Numbers, and dates of birth of all employees and

subcontractors to be used by UICOMR to provide services under this Agreement. UICOMR shall provide a written, signed waiver to the Director from each of UICOMR's employees and subcontractors giving the Director permission to conduct thorough and complete background checks. UICOMR agrees to not use any employees or subcontractors in the performance of its obligations under this Agreement with respect to whom the Director has not given, or has revoked, written security clearance.

Furthermore, in recognition of the sensitive nature of juvenile detention services, if the Director of Juvenile Detention becomes dissatisfied, for any reason, with any health care personnel provided by UICOMR, UICOMR shall, following written notice from the Director of Juvenile Detention that dissatisfaction and the reasons therefore, exercise its best efforts to resolve the problem. If the problem is not resolved to the satisfaction of the Director, UICOMR shall remove the individual about whom the Director has expressed his dissatisfaction. Should removal of an individual become necessary, UICOMR will be allowed reasonable time to find an acceptable replacement. If, however, in the sole judgment of the Director the immediate removal of any health care personnel is necessary, then that person shall be removed and replaced forthwith by UICOMR.

ARTICLE III: EDUCATION AND TRAINING.

UICOMR will, at its expense, conduct an on-going health education program for the UICOMR nursing staff at the Detention Center with the objective of raising the level of Juvenile health care. This health care education program will include but not be limited to, at the Juvenile Detention Director's request, programs in first aid, signs and symptoms of chemical dependency, reactions to medical emergencies, and yearly competency assessments. UICOMR will also provide, at its expense, health care education for corrections officers every two years as indicated by the standards of the National Commission on Correctional Health Care.

ARTICLE IV: REPORTS AND RECORDS.

4.1 Medical Records. UICOMR shall maintain a separate, individual, accurate, and complete medical record for each Juvenile who receives health care services under this Agreement. These medical records will be maintained pursuant to the applicable law, the National Commission on Correctional Health Care standards, the Illinois Department of Corrections Minimum Standards for Jails and Lockups, the Illinois Department of Juvenile Justice Standards and the Winnebago County Juvenile Detention Center Director's Policies and Procedures; and will be kept separate from the Juveniles' confinement records. Medical records will be kept confidential in accordance with the applicable laws and regulations, and UICOMR will follow the Director's policies regarding access by Juveniles and detention staff to the medical records, subject to the applicable law regarding confidentiality of such records. A complete copy of the applicable medical record in the format requested shall be available to accompany each Juvenile who is transferred from the Detention Center to another location for off-site services or is transferred to another institution. No information contained in the medical

records will be released by UICOMR except as provided by court order or otherwise in accordance with applicable law. These records will be kept and maintained at the Detention Center, and shall be the property of the Winnebago County Court Services Department. If County requests, during the term of this Agreement, UICOMR will assist County in contracting with a vendor to implement an electronic medical record system for use at the Detention Center. County shall be responsible for the payment of all costs incurred in the implementation and use of an electronic medical records system in the Detention Center.

4.2 Regular Reports by UICOMR to County. UICOMR will provide monthly reports to the Director of Juvenile Detention (or his designee) concerning the overall operation of the health care program and the general health of the Juveniles.

4.3 Meetings. UICOMR shall meet every other month with the Director of Juvenile Detention (or his designee) to discuss health-related procedures and operations within the Detention Center and any proposed changes to the health-related procedures; and any other matters which either Party deems necessary.

4.4 Detainee Information. In order to assist UICOMR in providing the appropriate health care services to the Juveniles, the Director of Juvenile Detention will provide UICOMR with such information pertaining to the Juveniles that is under the Director's control as is reasonably necessary for UICOMR to adequately perform its obligations hereunder.

4.5 UICOMR Records Available to County with Limitations on Disclosure. UICOMR will make available to the Director of Juvenile Detention (or his designee) upon request, unless otherwise specifically prohibited by law, all records, documents, and other papers relating to the direct delivery of health care services to the Juveniles hereunder; provided, however, that County understands that the systems, methods, procedures, written materials, and other controls employed by UICOMR in the performance of its obligations hereunder are proprietary in nature and will remain the property of UICOMR and may not, at any time be used, distributed, copied, or otherwise utilized by County, except in connection with review of the delivery of health care services hereunder, unless such disclosure is approved in advance in writing by UICOMR or is required by law.

4.6 County Records Available to UICOMR with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, the Director of Juvenile Detention will provide to UICOMR, at UICOMR's request and in accordance with applicable law, the Director's records relating to the provision of health care services to the Juveniles hereunder as may be pertinent to the investigation or defense of any claim related to UICOMR's conduct. The Director will make available to UICOMR such records as are possessed by the Director, or maintained by hospitals, and other outside health care providers involved in the care or treatment of the Juveniles (to the extent the Director has any claim to those records) as UICOMR may reasonably request consistent with applicable law; provided, however, that any such information released by the Director to UICOMR which the Director considers to be

confidential will be kept confidential by UICOMR and will not, except as may be required by law, be distributed to any third party without the prior written approval of the Director.

4.7 Access to Books and Records. UICOMR and County agree to make available, upon written request by the Secretary of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and any books, documents, and records necessary to verify the costs of services rendered under this Agreement. Both Parties further agree to make said Agreement, books, documents, and records available until the expiration of four (4) years after the services are furnished under this Agreement.

ARTICLE V: SECURITY.

5.1 General. UICOMR and County understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of UICOMR, as well as for the security of the Juveniles and detention staff. The Director of Juvenile Detention will provide security services reasonably sufficient to enable UICOMR and its personnel to safely provide the health care services called for hereunder. UICOMR acknowledges, however, that the Director cannot, and does not, guarantee the absolute safety of UICOMR personnel from the criminal acts of juvenile detainees. Neither the Director nor the County shall be liable for the loss of, or injury or damage to, equipment, supplies, and/or personnel of UICOMR, its agents, or subcontractors unless such loss, damage, or injury is caused by the sole negligence of the Director of Juvenile Detention or detention staff.

5.2 Detention Center Regulations. UICOMR employees and subcontractors will be informed of the Director of Juvenile Detention's security regulations and procedures, and UICOMR understands they will be subject to all such regulations and procedures.

ARTICLE VI: SPACE, MEDICAL SUPPLIES, AND PHARMACEUTICALS

6.1 Office Space and Equipment. The County agrees to provide UICOMR with a work area, office equipment, and utilities (including local telephone service) sufficient to enable UICOMR to perform its obligations hereunder. At the termination of this Agreement, UICOMR shall return to County possession and control of all County-owned office equipment. At such time the office equipment shall be in good working order, reasonable wear and tear excepted.

6.2 Office Supplies. UICOMR shall provide, at its own expense, all office supplies necessary to perform the services contemplated by this Agreement (e.g., paper, pens, medical charts, medical folders, etc.).

6.3 Medical Equipment. County shall furnish an examination table and related accessories. UICOMR is responsible for furnishing, at its cost, all other necessary medical equipment as agreed to by the Parties. At the termination of this Agreement, UICOMR

shall return to County possession and control of all County-owned medical equipment. At such time the medical equipment shall be in good working order, reasonable wear and tear excepted.

6.4 Medical Supplies. UICOMR shall furnish and pay for all consumable medical supplies (e.g., Band-Aids, gauze, pregnancy test kits, etc.) that are needed for the services to be provided hereunder.

6.5 Pharmacy Services. UICOMR shall furnish and pay for all non-prescription medications that are needed by the Juveniles. (UICOMR shall not be responsible for providing and paying for prescription medications.) UICOMR staff shall be responsible for dispensing all medications (both prescription and non-prescription) to the Juveniles at those times during which UICOMR staff are present at the Detention Center.

6.6 General Maintenance Service. County will provide for each Juvenile receiving healthcare services no less than the full range of services and facilities provided by County for other Juveniles at the Detention Center, including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

ARTICLE VII: TERM AND TERMINATION OF AGREEMENT.

7.1 Contract Term. This contract shall commence on April 1, 2019 at 12:01 a.m. and shall expire on March 31, 2020 at 11:59 p.m.; unless renewed or extended as provided herein. County reserves the right to extend this Agreement for four (4) one-year renewals if it appears to be in the best interest of County and the renewal is agreed to by UICOMR.

Furthermore, notwithstanding any other provision of this Agreement to the contrary, County reserves the right to extend the term of this Agreement, or any renewal of this Agreement, for up to 90 days if necessary to continue a source for juvenile detainee health care services if a new or replacement contract is not completed prior to the expiration date.

7.2 Termination. Either Party may, without prejudice to any other rights it may have, terminate this Agreement for the convenience of that Party, with or without cause, by giving the other Party written notice of intent to terminate one hundred twenty (120) days prior to the intended termination date.

If either UICOMR or County is in material breach of this Agreement, then the non-breaching Party may notify the other thereof in writing, and if the breach in performance is not cured within ninety (90) calendar days following receipt of notice, then the non-breaching Party has the right, without liability, in addition to its other rights and remedies, to terminate this Agreement immediately upon further written notice.

In the event UICOMR and County mutually agree in writing, this Agreement may be terminated on the terms and date stipulated.

UICOMR may terminate this Agreement for default if County fails to make timely payments due

to UICOMR under the terms of the Illinois Prompt Payment Act. County may terminate this Agreement immediately in the event UICOMR fails to keep in force any required insurance policies. UICOMR or County may terminate this Agreement immediately upon the insolvency, bankruptcy, or receivership of the other Party.

ARTICLE VIII: COMPENSATION.

8.1 Base Compensation. County will pay UICOMR the sum of one hundred seventy-three thousand three hundred twenty-six dollars (\$173,326) for the first year of the contract, payable in twelve monthly installments of fourteen thousand four hundred forty-three dollars and eighty-three cents (\$14,443.83). UICOMR will bill County on or before the seventh day of each month preceding the month for which services are to be rendered, and County agrees to pay UICOMR for those services in advance of the services being rendered. In the event this Agreement should, for any reason, terminate on a date other than the end of a calendar month, compensation to UICOMR will be pro-rated accordingly for the shortened month, and UICOMR will reimburse County for any over payment.

8.2 Negotiated Annualized Amount Increase Upon Renewal. Unless otherwise mutually agreed by the Parties, upon each renewal of this Agreement the base compensation will be increased by the percentage increase of the Consumer Price Index for the previous calendar year (January – December) or two 2 (two) percent, whichever is greater.

8.3 Increases in Juvenile Detainee Population. This Agreement contemplates that the average daily juvenile detainee population of the Detention Center will be approximately 50, and UICOMR is relying on that figure not substantially deviating during the term of this Agreement. If the average daily detainee population for any calendar month during the term of this Agreement exceeds 50, then the compensation payable to UICOMR by County hereunder for that month shall be increased by a per diem rate of Twenty-five cents (\$0.25) for each detainee (average) over 50 for each day of the month. [For example, if the average juvenile detainee population for the month of April is 60, then the additional compensation shall be $10 \times 30 \times \$0.25 = \75.00 .]

8.4 Decreases in Juvenile Detainee Population. If the average daily detainee population for any calendar month during the term of this Agreement falls below 40, then the compensation payable to UICOMR by the County hereunder for that month shall be decreased by a per diem rate of Twenty-five cents (\$0.25) for each detainee (average) under 40 for each day of the month. [For example, if the average juvenile detainee population for the month of April is 40, the amount UICOMR would have to reimburse County would be $10 \times 30 \times \$0.25 = \75.00 .]

8.5 Calculation of Average Daily Juvenile Detainee Population. The average daily juvenile detainee population shall be derived from the Detention Center's record of the number of detainees being housed at the Detention Center as of 6:00 a.m. each day.

ARTICLE IX: INSURANCE.

9.1 University Insurance. By action of the Board of Trustees of the University of Illinois on August 1, 1976 a liability self-insurance plan (Plan) was established; last amended June 9, 2011 with an effective date of January 1, 2012. The Plan covers its employees, including UIC-employed Physicians, subject to Plan's terms, conditions and exclusions. Coverage is not to be construed to insure the liability of others. The Plan limits of insurance are a maximum of \$1,000,000 per occurrence, \$3,000,000 annual aggregate and professional liability/malpractice insurance with limits of a maximum \$1,000,000 per occurrence, \$3,000,000 aggregate. The Plan documents are available on request. The Plan covers the Physicians, nursing staff, and mental health staff providing Services to County under this Agreement as employees of the University. While the Plan is in effect as of the date hereof, nothing contained herein shall be construed as precluding said Board of Trustees from modifying, revising, or canceling, in whole or part, the Plan; however, University agrees to provide County with an advance 30-day public written notice in the event the Plan is canceled in whole or in part.

9.2 County Insurance. County agrees to at all times throughout the term of this Agreement to maintain, in the minimum amounts of \$1,000,000 per claim or occurrence, \$3,000,000 aggregate, for its employees, agents, and servants, either (I) a comprehensive general public liability and property damage liability insurance in an amount adequate to cover the associated risks, (II) an equivalent program of funded self-insurance, or (III) use its captive insurance company to meet the terms and conditions of this paragraph. A copy of this coverage shall be provided to University upon request.

ARTICLE X: MISCELLANEOUS

10.1 Independent Contractor Status. County expressly acknowledges UICOMR is an "independent contractor", and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which UICOMR, its employees, or its subcontractors perform hereunder. UICOMR assumes all financial responsibility for the employees of UICOMR.

10.2 Limitation of Liability. It is understood and agreed that neither County nor UICOMR shall be liable for any negligent or wrongful acts either of commission or omission chargeable to the other arising out of or as a consequence of the performance of this Agreement unless such liability is imposed by law, and that this Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party to the other or to a third party.

10.3 Joint Defense. The Parties acknowledge the importance of cooperation in the defense of litigation arising in connection with this Agreement. UICOMR and County hereby agree they shall consult and cooperate with each other in the defense of any claim arising in connection with the services provided pursuant to this Agreement insofar as there exists no conflict of interests between the Parties in any given claim.

10.4 Use of Name. County agrees not to use the name of the University of Illinois

in advertising or for any other commercial purpose without the prior written approval of UICOMR, which approval shall not be unreasonably withheld.

10.5 Compliance with Laws. County and UICOMR acknowledge that each has certain obligations in connection with applicable laws, regulations, and accreditation standards. Both Parties acknowledge that, from time to time, either Party may adopt policies, procedures, and/or documentation requirements in connection with the implementation of such laws, regulations and accreditation standards. Each Party agrees to cooperate with the other in this compliance.

10.6 Prison Rape Elimination Act of 2003 (PREA). UICOMR will comply with PREA, applicable PREA standards, and the Juvenile Detention Center Policies policies related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within the Detention Center.

10.7 Taxpayer Identification. Under penalties of perjury, UICOMR certifies that its Federal Taxpayer's Identification Number is: 37-6000511. Under penalties of perjury, County certifies that its Federal Taxpayer's Identification Number is: 36-6006681.

10.8 Confidentiality. Any information furnished by either Party to the other shall be treated as confidential. Neither Party shall disclose such information unless specifically authorized by the other or required to do so by law.

10.9 Business Associate Agreement. Throughout the term of this Agreement, UICOMR and County mutually agree to abide by the conditions and requirements as stated in the Business Associate Agreement attached to this Agreement as Exhibit B.

10.10.1 Anti-bribery: County certifies it is not barred from contracting as a result of conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

10.10.2 Non-Discrimination and Equal Employment Opportunity: Both Parties certify that they are in compliance with applicable provisions of the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act, and the rules applicable to each. Both Parties shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60).

10.10.3 Exclusions Party List: Both Parties certify that neither it nor, to the best of its abilities, any of its employees and agents is not currently subject of an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is it currently excluded

or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. Both Parties represent and acknowledge, it has checked the U. S. General Service Administration's (GSA) Excluded Party Listing System (EPLS), which lists Parties excluded from federal procurement and non-procurement programs. The EPLS website includes GSA/EPLS, the U.S. Department of Health and Human Services (HHS) Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE), and the U.S. Department of Treasury's (Treasury) Specially Designated Nationals (SDN) list. Both Parties also represent and acknowledge, it has checked the Illinois Department of Public Aid (IDPA) OIG Provider Sanctions list of individuals and entities excluded from state procurement with respect to each respective Party's employees and agents. See the following websites:

<http://exclusions.oig.hhs.gov/>

and <http://www.illinois.gov/hfs/oig/Pages/SanctionsList.aspx>

Either Party can terminate contract without penalty to the other Party if the other Party becomes excluded during life of this Agreement.

Each Party shall inform the other Party immediately if it would no longer be able to comply with these certifications at any time during the term of the Agreement

10.11 Assignment. Neither Party may assign or transfer this Agreement, or any part thereof, without the express written consent of the other Party.

10.12 Notice. All notices or other communications required or permitted to be given under this Agreement shall be in writing, shall be delivered either personally in hand, or by certified mail, return receipt requested, postage prepaid, or by independent guaranteed over-night delivery service, and shall be addressed to the appropriate Party at the following address (or such other address as may be given in writing to the other Party):

(a) County:	With a copy to:
Winnebago County Purchasing	Winnebago Co. Juvenile Detention Center
404 Elm Street, Room 202	5350 Northrock Drive
Rockford, Illinois 61101	Rockford, Illinois 61103
Attention:	Attention:
Ann Johns	Bill Vedra
Purchasing Director	Superintendent

(b) UICOMR:

Uma Sriram
Director of Finance
University of Illinois College of Medicine Rockford
1601 Parkview Avenue
Rockford, Illinois 61107

10.13 Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Illinois.

10.14 Entire Agreement. This Agreement constitutes the entire agreement of the Parties and is intended to be a complete and exclusive statement of the promises, representations, negotiations, discussions, and agreements that have been made in connection with the subject matter thereof. No modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto. This Agreement consists of the contracts documents listed below, which are incorporated by reference, except as modified herein. In the event of conflicts or discrepancies among the contract documents, interpretations will be based on the following priority:

- (1) This Agreement.
- (2) Winnebago County Request for Proposal Bid No. 18P-2140.
- (3) UICOMR's bid response.

10.15 Waiver of Breach. 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 of the same or any other provision hereof.

10.16 Excused Performance. In the event the performance of any of the terms or provisions of this Agreement shall be delayed or prevented because of the compliance with any law, decree, or order of any governmental agency or authority, local, State, or Federal, or because of riots, public disturbances, strikes, lockouts, differences with workmen, fires, floods, acts of God, or any similar cause beyond the reasonable control of the Party 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. County will not be required to pay for medical or nursing services not provided.

10.17 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement; which shall remain in full force and effect and enforceable in accordance with its terms.

10.18 Other Contracts and Third-Party Beneficiaries. The Parties acknowledge UICOMR is neither bound by or aware of any other existing contracts to which County is a party and which relate to the providing of medical care to the Juveniles. The Parties agree that they have not entered into this Agreement for the benefit of any third person or persons (other than the Director of Juvenile Detention), 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 (except for the Director of Juvenile Detention) who might otherwise be deemed to constitute third-party beneficiaries thereof.

10.19 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same

instrument.

10.20 Non-Discrimination UICOMR agrees to not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age, or handicap unrelated to the bona fide occupational qualification of the position, or status as a disabled veteran or Vietnam Era veteran. UICOMR will distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening, referral, and selection of job applicants, and to prospective job applicants.

10.21 Authority Each Party hereto represents and warrants that the person executing this Agreement on its behalf has full power and authority to do so, and that this Agreement constitutes a legal, valid, and binding agreement of each such Party.

10.22 Amendments and Modifications. Furthermore, notwithstanding any other provision of this Agreement to the contrary, this Agreement can be amended only in writing signed by both Parties during the current contract term.

IN WITNESS WHEREOF, the Parties have set their hands and seals hereto as of the day and year written below.

THE COUNTY OF WINNEBAGO

By:  _____
Frank Hancy, Chairman
Winnebago County Board
Date 12/1/2019

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: _____ / _____
Avijit Ghosh
Comptroller
Date

**EXHIBIT A
STAFFING PLAN**

Juvenile Detention Center Nursing Staff Coverage	<u>Mon-Sun, Day</u>	<u>Mon-Sun, PM</u>	<u>Mon-Sun, Night</u>	
	<u># Staff</u>	<u># Staff</u>	<u># Staff</u>	
Nurses (LPN's or RN's)	1		1	
All medication passes				
Treatments (physicals, vitals and wound care)				
Diabetic checks				
Sick call triage				
Lab blood draws				
Order pharmacy medication				
Medical Records Documentation/Charting				
Manage medication records				
Manage patient personal medication and stock medication				
Medical intakes				
Bond out				
Respond to Medical codes				
Process written orders by from providers				
TOTAL	1	0	1	

Nurse Practitioner **1**
(2 sessions/half days a week, non-consecutive days)

<u>Juvenile Detention Center by FTE</u>				
<u>Employee</u>	<u>Title</u>	<u>FTE</u>	<u>Hours/Week</u>	<u>Shifts</u>
Nurse Practitioner		0.2	4-6	Day
Licensed Practical Nurse	LPNII	0.5	20	Day/Rotate with Jail
Registered Nurse	SNI	0.4	15	Night/Rotate with Jail
<u>Subcontracts</u>				
Rosecrance			20	(Juvenile Detention Center)

Day Shift = 6:00 a.m. – 2:00 p.m.
PM Shift = 2:00 p.m. – 10:00 p.m.
Night Shift = 10:00 p.m. – 6:00 a.m.

EXHIBIT B BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) dated _____ (the “Effective Date”), is entered into by and between the County of Winnebago (“Covered Entity” or “CE”) and the Board of Trustees of the University of Illinois on behalf of its College of Medicine at Rockford, Department of Family and Community Medicine (“Business Associate”), each a “Party” and collectively, the “Parties.”

WHEREAS, CE and Business Associate have entered into, or are entering into, or may subsequently enter into, agreements or other documented arrangements (collectively, the “Business Arrangements”) pursuant to which Business Associate may provide products and/or services for CE that require Business Associate to access, create and/or use health information that is protected by state and/or federal law; and

WHEREAS, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and U.S. Department of Health & Human Services (“HHS”) promulgated the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Standards”), at 45 C.F.R. Parts 160 and 14, requiring certain individuals and entities subject to the Privacy Standards (each a “Covered Entity”, or collectively, (“Covered Entities”)) to protect the privacy of certain individually identifiable health information (“Protected Health Information”, or “PHI”); and

WHEREAS, pursuant to HIPAA, HHS has issued the Security Standards (The “Security Standards”) at 45 C.F.R Parts 160, 162 and 164, for the protection of electronic protected health information (“EPHI”); and

WHEREAS, in order to protect the privacy and security of PHI, including EPHI, created or maintained by or on behalf of the Covered Entity, the Privacy Standards and Security Standards require a Covered Entity to enter into a “business associate agreement” with certain individuals and entities providing services for or on behalf of the Covered Entity if such services require the use of disclosure of PHI or EPHI; and

WHEREAS, on February 7, 2009, the Federal Health Information Technology for Economic and Clinical Health Act (the HITECH Act”) was signed into law, and the HITECH Act imposes certain privacy and security obligations on Covered Entities in addition to the obligations created by the Privacy Standards and the Security Standards; and

WHEREAS, the HITECH Act revises many of the requirements of the Privacy Standards and the Security Standards concerning the confidentiality of PHI and EPHI, including extending certain HIPAA and HITECH Act requirements directly to business associates; and

WHEREAS, the HITECH Act requires that certain of its provisions be included in business associate agreements, and that certain requirements of the Privacy Standards be imposed contractually upon Covered Entities as well as business associates; and

WHEREAS, Business Associate and CE desire to enter into this Agreement;

NOW THEREFORE, in consideration of the mutual promises set forth in the Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. **Business Associate Obligations.** Business Associate may receive from CE, or receive on behalf of CE, health information that is protected under applicable State and/or Federal law, including without limitation, PHI and EPHI. All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Privacy Standards, the Security Standards and/or the HITECH Act, as applicable (collectively referred to hereinafter as the “Confidentiality Requirements”). All references to PHI herein shall be constructed to include EPHI. Business Associate agrees not to use or disclose (or permit the use of or disclosure of) PHI in a manner that would violate the Confidentiality Requirements if the PHI were used or disclosed by CE in the same manner.
2. **Use of PHI.** Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. 164.504(e). Furthermore, Business Associate shall use PHI solely for CE’s benefit and only for the purpose of performing services for CE as such services are defined in Business Arrangements, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under Federal and State law. CE shall retain all rights in the PHI not granted herein. Use, creation and disclosure of de-identified health information by Business Associate are not permitted unless expressly authorized in writing by CE.
3. **Disclosure of PHI.** Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third party Persons or entities as necessary to perform its obligations under the Business Arrangement and as permitted or required by applicable Federal or State law. Further, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that (i) such disclosures are required by law, or (ii) Business Associate: (a) obtains reasonable assurances from any third party to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the third party; (b) requires the third party to agree to immediately notify Business Associate of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements. Additionally,

Business Associate shall ensure that all disclosures of PHI by Business Associate and the third party comply with the principle of “minimum necessary use and disclosure,” i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed; provided further Business Associate shall comply with Section 13405(b) of the HITECH Act, and any regulations or guidance issued by HHS concerning such provision, regarding the minimum necessary standard and the use and disclosure (if applicable) of Limited Data Sets. If Business Associate discloses PHI received from CE, or created or received by Business Associate on behalf of CE, to agents, including a subcontractor (Collectively, “Recipients”), Business Associate shall require recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement including that such Recipients will implement reasonable and appropriate safeguards to protect the PHI and immediately notify Business Associate of any breaches of the confidentiality of the PHI, as “breach” is defined by 45 C.F.R. 164.402, to the extent Recipients have knowledge of such breach. Business Associate shall report to CE any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within ten (10) business days of the Business Associate becoming aware of such use or disclosure. In addition to Business Associate’s obligations under Section 9, Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by CE in writing, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.

4. **Individual Rights Regarding Designated Record Sets.** If Business Associate maintains a Designated Record Set on behalf of CE, Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by CE or, as directed by CE, an individual who is the subject of the PHI under conditions and limitations required under 45 CFR 164.524, as it may be amended from time to time, and (ii) amend PHI maintained by Business Associate as requested by CE. Business Associate shall respond to any request from CE for access by an individual within five (5) days of such request and shall make any amendment requested by CE within ten (10) days of such request. Any information requested under this Section 4 shall be reasonably provided in the form or format requested, if it is readily producible in such form or format. CE shall determine whether a denial is appropriate or an exception applies. Business Associate shall notify CE within five (5) days of receipt of any request for access or amendment by individual. CE shall determine whether to deny or grant any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set, as requested by CE.
5. **Accounting of Disclosures.** Business Associate shall make available to CE, in response from request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR 164.528, as amended by

Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision. Business Associate shall provide to CE such information necessary to provide an accounting within thirty (30) days of CE's request or such shorter time as may be required by state or federal law. Such accounting must be provided without cost to the individual or to CE if it is the first accounting requested by an individual within any twelve (12) month period. Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) so long as Business Associate inform the CE and the CE informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.

6. **Withdrawal of Authorization.** If the use of disclosure of PHI in this Agreement is based upon an individual's specific authorization for the use of his or her PHI, and (i) the individual revokes such authorization in writing (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an expectation under the Confidentiality Requirements expressly applies.
7. **Records and Audit.** Business Associate shall make available to the United States Department of Health and Human Services, or its agents, its internal practice, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of CE for the purpose of determining CE's compliance with the Confidentiality Requirements or any other health oversight agency, in a time and manner designated by the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify CE immediately upon receipt by Business Associate of any and all requests by or on behalf of any and all Federal, State and local government authorities served upon Business Associates for PHI.
8. **Implementation of Security Standards; Notice of Security Incidents.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of CE. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. 164.38, 164.310, 164.312 and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all

additional security provisions of the HITECH Act. Furthermore, to the extent feasible, Business Associate will use commercially reasonable efforts to ensure that the technology safeguards used by Business Associate to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009). Or such alter regulations or guidance promulgated by HFS or issued by the National Institute for Standards and Technology ("NIST") concerning the protection of identifiable data such as PHI. Business Associate will promptly report to Facility any successful Security Incident of which it becomes aware. At the request of Facility, Business Associate shall identify: the date of the Security Incident, the scope of the Security Incident, the Business Associate's response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known.

9. **Data Breach Notification and Mitigation.**

9.1 **HIPAA Data Breach Notification and Mitigation.** Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. 164.402 (hereinafter a "HIPAA Breach"). The parties acknowledge and agree that 45 C.F.R. 164.404 as described below in this Section 9.1, governs the determination of the date of a HIPAA breach. In the event of any conflict between this Section 9.1 and the Confidentiality Requirements, the more stringent requirements shall govern. Business Associate will, following the discovery of a HIPAA breach, notify CE promptly and in no event later than ten (10) business days after the Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. 164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to CE, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Business Associate, or by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Business Associate. No later than thirty (30) business days following the Breach, Business Associate shall provide CE with sufficient information to permit CE to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. 164.400 et. seq. Specifically, if the Business Associate will provide CE with (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, e-mail address); (ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and the date of discovery; (iii) a description of the types of unsecured PHI

involved in the HIPAA Breach (e.g. names, social security number, date of birth, address(e.g.), account numbers of any kind, disability codes diagnostic and/or billing codes or similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) the name and the contact information for the Business Associate's liaison from whom the CE and individuals may ask questions or earn additional information concerning the HIPAA Breach. Following the HIPAA Breach, Business Associate will have a continuing duty to inform CE of new information learned by Business Associate regarding the HIPAA Breach, including but not limited to the items described in items (i) through (v) above. In the event of a breach of Business Associate's obligation under this Agreement requires notification under applicable law CE ("Notification Event"), Business Associate shall coordinate with CE to assist CE's effort to inform individuals in accordance with such applicable law.

9.2 Data Breach Notification and Mitigation under Other Laws. In addition to the requirements of Section 9.1, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as "Individually Identifiable Information") that, if misused, disclosed, lost or stolen, CE believes would trigger and obligation under one or more State data breach notification laws (each as a "State Breach") to notify the individuals who are the subject of the information. Business Associate agrees that in the event all individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Business Associate shall promptly: (i) cooperate and assist CE with any investigation into any State Breach or alleged State Breach; (ii) cooperate and assist CE with any investigation into any State Breach or alleged State Breach conducted by any State Attorney General or State Consumer Affairs Department (or their respective agents); CE and (iv) assist with the implementation of any decision by CE or any State agency, including any State Attorney General or State Consumer Affairs Department (or their respective agents), to notify individuals impacted or potentially impacted by a State Breach.

9.3 Liability. It is understood and agreed that neither party to this Agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other unless such liability is imposed by law and that this Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against a third party.

10. Term and Termination.

10.1 This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this Section 10, provided, however, that termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.

10.2 This Agreement shall immediately terminate upon termination of the service under the Agreement between parties.

10.3 Either Party may immediately terminate this Agreement (the "Terminating Party") and shall have no further obligations to the other Party ("Terminated Party") hereunder if any of the following events shall have occurred and be continuing:

- (i) The Terminated Party fails to observe or perform any material covenant or obligation contained in this Agreement for ten (10) days after written notice thereof has been given to the Terminated Party; or
- (ii) A violation by the Terminated Party of any provision of the Confidentiality Requirements or other applicable federal or state privacy law relating to the obligations of the Terminated Party under this Agreement.

10.4 Termination of this Agreement for either of the two reasons set forth in Section 10.3 above shall be cause for CE to immediately terminate for cause any Business Arrangement pursuant to which Business Associate is entitled to receive PHI from CE.

10.5 Upon the termination of all Business Arrangements, either Party may terminate this Agreement by providing written notice to the other Party.

10.6 Upon termination of this Agreement for any reason, Business Associate agrees to destroy all PHI received from CE or otherwise through the performance of services for CE that is in the possession or control of Business Associate or its agents. In the case of PHI that is not feasible to "destroy," Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of PHI.

11. **No Warranty.** PHI is provided to Business Associate solely on an "as is" basis. CE disclaims all other warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose.

12. **Ineligible Persons.** Business Associate represents and warrants to CE that Business Associate (i) is not currently excluded, debarred or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7B(f) ("the Federal Healthcare Programs"); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify CE of any change of status of the representations and warranty set forth in this section. Any breach of this section shall give CE the right to terminate this Agreement immediately for cause.

13. **Miscellaneous.**

13.1 **Notices.** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; (iii) overnight delivery service with proof of delivery; or (iv) facsimile with return facsimile acknowledging receipt. 13.2 hereunder.

COVERED ENTITY:

BUSINESS ASSOCIATE:

13.2 **Waiver.** No provision of this Agreement or any breach thereof shall be deemed as waived unless such waiver is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver or excuse any different or subsequent breach.

13.3 **Assignment.** Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party.

13.4 **Severability.** Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions.

13.5 **Entire Agreement.** This Agreement constitutes the complete agreement between Business Associate and CE relating to the matters specified in the Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect

to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party; provided, however that upon the enactment of any law, regulation, court decision, or relevant government publication and/or interpretative guidance or policy that the CE believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, CE may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which and or transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third party beneficiary under this Agreement nor shall any third party have any rights as a result of this Agreement.

13.6 **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois, excluding its conflicts of laws provisions.

13.7 **Nature of Agreement: Independent Contractor.** Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties. Business Associate is an independent contractor, and not an agent of CE. This Agreement does not express or imply any commitment to purchase or sell goods or services.

13.8 **Restriction or Remuneration for HER and PHI.** Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI except as permitted by 13405(d) of the HITECH Act (42 U.S.C. 17935(d)).

13.9 **Covered Entity.** Notwithstanding the fact that the County of Winnebago is referred to as a "covered entity" in the Whereas clauses above in this Business Associate Agreement, the County of Winnebago does not acknowledge, agree, nor admit that the County of Winnebago is a "covered entity" as defined at 45 C.F.R. § 160.103 with respect to its contract with UICOMR for the provision of medical care at the Winnebago County Juvenile Detention Center. Nothing in this Business Associate Agreement shall be construed as an acknowledgment, representation, admission, or agreement that the County of Winnebago is subject to the obligations of "covered entities" under the Health Insurance Portability Act of 1996 or the regulations set forth at 45 C.F.R. Subt. A, Subch. C, Parts 160, 162, and 164 with respect to the provision of medical care at the Winnebago County Juvenile Detention Center.

13.10 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to

produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COVERED ENTITY:

By: _____

Printed Name/Title

Date: _____

BUSINESS ASSOCIATE:

The Board of Trustees of the
University of Illinois

By: _____
Avijit Ghosh, Comptroller

Date: _____



Executive Summary

Date: January 23, 2019
To: Public Safety Committee
Prepared by: Purchasing Department

Subject: Inmate Health Care Services - RFP #18P-2140
County Code: Winnebago County Purchasing Ordinance

Background:

The current Inmate Medical Services contract between the University of Illinois at Chicago and its College of Medicine Rockford (UICOMR) and the WCSO and the Juvenile Detention Center will expire March 31, 2019. The UICOMR has been the County's provider for the past 12 years.

To find the most qualified health care provider, the Purchasing Department worked closely with Jail and Juvenile Detention Administration to develop a comprehensive and detailed Request for Proposal. The RFP solicitation was released in July.

All prospective Proposers were required to participate in a mandatory Pre-Proposal Conference plus Jail and JDC tours. We had over 20 attendees from all over the country participate. Additionally throughout the bidding process, we received and answered over 240 technical questions from prospective Proposers.

On August 13, the Purchasing Department received a total of five qualified and one unqualified response to the RFP. The proposed budgets had a large range, from \$2.5 to over \$4.8 million.

The selected Evaluation Committee began their evaluations immediately and it became evident that formal presentations were going to be required from the top scoring Proposers before a final selection could be made. After formal presentations, which were attended by additional staff from the Jail, JDC and Court Services, the Evaluation Committee selected UICOMR as the most overall comprehensive Proposer.

Contract Agreement Period:

The RFP calls for a 1-year Agreement ("Initial Term") with the option to renew for four additional 1-year terms for a total not to exceed five (5) years. All terms and conditions, requirements and specifications of the Agreement shall remain the same and apply during any renewal term(s,) unless otherwise agreed to by the County. The State Attorney's Office reviewed the contract agreements.

Recommendation:

Therefore, it is the recommendation of the Sheriff, Court Services, Jail and JDC staff to award a multi-year contract to UIC College of Medicine Rockford.

(29)

COMMITTEE: Public SafetySUBJECT: Res. Awarding Inmate Health Care Services

	AYES	NAYES	PRESENT	ABSENT	ABSTAINED
1. ARENA, PAUL	✓				
2. BILICH, JAS	✓				
3. BOOMER, DAVID	✓				
4. BOOKER, AARON	✓				
5. BUTITTA, JOHN	✓				
6. CROSBY, JEAN	✓				
7. FELLARS, DANIEL	✓				
8. FIDUCCIA, DAVE	✓				
9. GERL, BURT	✓				
10. GORAL, ANGIE	✓				
11. HOFFMAN, JOE	✓				
12. KELLEY, DAVE	✓				
13. MC DONALD, KEITH	✓				
14. NABORS, JR., TIMOTHY	✓				
15. REDD, DOROTHY	✓				
16. SALGADO, JAIME	✓				
17. SCHULTZ, STEVE	✓				
18. TASSONI, DAVE	✓				
19. WEBSTER, JIM	✓				
20. WESCOTT, FRED	✓				
TOTALS <i>unanimous vote</i>	20			0	

**AMENDMENT NO. 2
TO
HEALTH SERVICES AGREEMENT
(UIC REF. NO. CN-00041052)
BETWEEN
COUNTY OF WINNEBAGO
AND
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS**

This Amendment No. 2 is made to the Health Services Agreement ("Agreement") entered into by and between the County of Winnebago, an Illinois body politic, and the Winnebago County Sheriff (hereinafter collectively referred to as "County") and The Board of Trustees of the University of Illinois, a public body, corporate and politic of the State of Illinois, on behalf of its University of Illinois at Chicago campus College of Medicine-Rockford, located at 1601 Parkview Avenue, Rockford, Illinois 61107 (hereinafter referred to as "UICOMR"). County and UICOMR shall be collectively referred to herein as "the Parties" and individually as "a Party".

RECITALS

Whereas, County and UICOMR entered into that certain Agreement, last signed on March 28, 2019, for the delivery of on-site health care services to adult inmates at the Winnebago County corrections facility for the term of April 1, 2019 through March 31, 2020; and

Whereas, County and UICOMR extended the Agreement for the 1st of four (4) annual renewal periods, for the period April 1, 2020 through March 31, 2021 with Amendment No. 1 last signed on March 30, 2020. County reserves the right to extend agreement up to three (3) additional one-year periods; Modifications were made to Article IX Mental Health Services; Article X Physical Therapy; Article XI Term and Termination of Agreement; and Article VIII Compensation,

Whereas, County and UICOMR desire to amend the contractual relationship under the said Agreement;

Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the Parties to amend the Agreement as follows:

- I. **ARTICLE IX: MENTAL HEALTH SERVICES**, as previously modified in Amendment one shall be modified as follows:

"UICOMR shall promptly provide, at its expense, all reasonably necessary mental health services which are required by an Inmate and are of a type that can be reasonably rendered on-site. The mental health services shall, whenever possible, take place within the JAIL. UICOMR will provide 40 hours per week, Monday through Friday of an LCPC/MSW/Masters in Psychology, including one-on-one meetings with Inmates, administrative services, etc. One-on-one meetings with suicidal Inmates will occur within 48-72 hours.

UICOMR will provide weekend mental health services coverage as required at an additional cost to the County at the rate of Ninety Dollars (\$90.00) per hour."

II. **ARTICLE X: PHYSICAL THERAPY SERVICES**, shall be modified to read as follows:

"Physical Therapy services will not be provided April 1, 2020 through May 31, 2020.
Physical Therapy services will start June 1, 2020.

UICOMR shall promptly provide, at its expense, all reasonably necessary physical therapy services which are required by any Inmate and are of a type that can be reasonably rendered on-site. The physical therapy services shall, whenever possible, take place within the JAIL. Physical therapy will occur two (2) days a week with a minimum of eight (8) treatments each day and so that there is no waiting list. Special accommodations will be made for one-on-one treatments as needed."

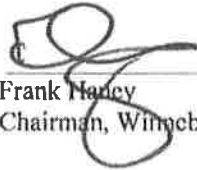
III. In all other respects, the Agreement is hereby reaffirmed and ratified. All additional terms and conditions remain as stated in the original Agreement last signed on 3/28/2019 and Amendment 1 last signed on 3/30/20.

In witness whereof, County and UICOMR have caused this Amendment No. 2 to be executed on the date and year last written below.

**The Board of Trustees of the
University of Illinois**

County of Winnebago

By: _____
Avijit Ghosh, Comptroller

By:  _____ / July 10, 2020
Frank Hancy Date
Chairman, Winnebago County Board

Date: _____

By: _____ / _____
Gary Caruana Date
Winnebago County Sheriff

**AMENDMENT NO. 2
TO
HEALTH SERVICES AGREEMENT
(UIC REF. NO. CN-00041051)
BETWEEN
COUNTY OF WINNEBAGO
AND
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS**

This Amendment No. 2 is made to the Health Services Agreement ("Agreement") entered into by and between the County of Winnebago, an Illinois body politic (hereinafter referred to as "County") and The Board of Trustees of the University of Illinois, a public body, corporate and politic of the State of Illinois, on behalf of its University of Illinois at Chicago campus College of Medicine-Rockford, Department of Family and Community Medicine located at 1601 Parkview Avenue, Rockford, Illinois 61107 (hereinafter referred to as "UICOMR"). County and UICOMR shall be collectively referred to herein as "the Parties" and individually as "a Party".

RECITALS

Whereas, County and UICOMR entered into that certain Agreement, last signed on March 13, 2019, for the delivery of on-site health care services to juvenile detainees at the Winnebago County Juvenile Detention Center for the term of April 1, 2019 through March 31, 2020; and

Whereas, County and UICOMR extended the Agreement for the 1st of four (4) annual renewal periods, for the period April 1, 2020 through March 31, 2021 with Amendment No. 1 last signed on March 30, 2020. County reserves the right to extend agreement up to three (3) additional one-year periods;

Whereas, County and UICOMR desire to amend the contractual relationship under the said Agreement;

Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the Parties to amend the Agreement as follows:

I. ARTICLE VIII: COMPENSATION, Article 8.1 shall be modified to read as follows:

"County will pay UICOMR the sum of one hundred eighty-six thousand five hundred sixteen dollars (\$186,516) for the second year of the contract. Said compensation includes an additional five thousand three hundred twenty-four dollars (\$5,324) for staffing as approved by the County. Effective June 1, 2020, compensation shall be payable in monthly installments of fifteen thousand six hundred thirty-one dollars and eighty-two cents (\$15,631.82). UICOMR will bill County on or before the seventh day of each month preceding the month for which services are to be rendered, and County agrees to pay UICOMR for those services in advance of the services being rendered. In the event this Agreement should, for any reason, terminate on a date other than the end of a calendar month, compensation to UICOMR will be pro-rated accordingly for the shortened month, and UICOMR will reimburse County for any over payment. UICOMR agrees to reimburse County any excess funds collected for mental health services equal to the difference between

twenty-eight thousand four hundred sixty-two dollars (\$28,462) and the amount UICOMR is actually billed by an outside Vendor for said services during this contract term."

- II. In all other respects, the Agreement is hereby reaffirmed and ratified. All additional terms and conditions remain as stated in the original Agreement last signed on 3/30/2020.

In witness whereof, County and UICOMR have caused this Amendment No. 2 to be executed on the date and year last written below.

**The Board of Trustees of the
University of Illinois**

County of Winnebago

By: _____
Avijit Ghosh, Comptroller

By: _____
Frank Haney
Chairman, Winnebago County Board

Date: _____

Date: July 10, 2020

Proposed Language for Amendment 5 to Winnebago County Jail Contract to be effective 4/1/22

Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the Parties to amend the Agreement as follows:

1. Section 1.2 Scope of Services shall be modified to read as follows:

1.2 Scope of Services. UICOMR will arrange to provide at its expense, and on a regular and prompt basis, all reasonably necessary professional health care services needed by the Inmates which can be feasibly rendered on-site, and related health care staffing and administrative services. These services shall include, but not be limited to, a review of the preliminary medical screening of inmates upon their arrival at the JAIL, a comprehensive health evaluation of each Inmate within fourteen (14) days following admission to the JAIL, PPD testing, regularly scheduled sick call; 24 hour/day, 7 days/week nursing coverage; treatment and regular medical provider visits on-site. UICOMR shall also provide hospitalization management, medical specialty services management, emergency medical care management, medical records management, pharmacy services management, health education and training services, a quality assurance program, administrative support services, and other services, all as more specifically described herein.

The Parties agree that should County request additional medical services outside of the scope of usual medical care as described earlier in this Section 1.2 and UICOMR determines that additional staff hours or members are required to provide the additional medical services, UICOMR shall determine at its discretion which of the following 3 methods shall be used to meet the additional staffing needs:

- A. Use of the UICOMR temporary medical staff pool (i.e., extra help);
- B. Use of current JAIL medical staff working overtime;
- C. Use of an outside temporary staffing agency.

2. ARTICLE IV: MENTAL HEALTH SERVICES shall be modified to read as follows:

9.1 Mental Health Services. UICOMR has provided mental health screenings and services per contract through December 31, 2021. As of January 01, 2022, the County has contracted with another vendor to provide mental health services. UICOMR will continue to provide limited mental health services until March 31, 2022. The services continuing will be those related to the employment of their psychiatrist and/or LCPC/MSW (who may elect to terminate at any time between February 08, 2022 and March 31, 2022). As of the date of non-employment by UICOMR's psychiatrist and

LCPC/MSW or March 31, 2022 (whichever is the earlier date), UICOMR will no longer provide any mental health services.

9.2 Mental health pharmaceutical costs. As of January 1, 2022 all mental health pharmaceutical costs will be paid by County. In addition to patient specific medications, this will include the costs associated with maintaining stocked mental health pharmaceuticals on-site as well as any medications that are given to the inmate at release from the facility. CorrectRX will invoice County directly.

9.3 Clinical and Administrative Support. UICOMR will provide support to County's mental health vendor who is providing behavioral and mental health services in the Winnebago County Jail. These services include the following:

9.3.1 Medication Administration Management. UICOMR will verify all medications listed by the inmate at the time of booking. This will include verification of the mental health meds. For newly prescribed medications or medication refills, UICOMR will transcribe the mental health provider medication orders, order the medication via the CorrectRX system per protocol, process-in the medications upon arrival in the medical clinic, administer, process refills and return unused medications per existing processes. Administration of mental health medications ordered by the mental health provider will be completed during twice daily scheduled medication passes. Passing of medications is understood to occur not more than twice daily and must be congruent with the current practice and times of passing medications at the Winnebago County Jail (as determined by UICOMR).

9.3.2 Vendor Clerical support and office supplies. County agrees to pay a fixed rate per month for clerical support and office supplies. Clerical support will include duties related to processing requests for outside records, scheduling lab visits, intake and filing of records received and other miscellaneous tasks. Office supply fees will cover a percentage of the cost of paper and toner used in the copy and fax machines.

9.3.3 Laboratory support. UICOMR will provide laboratory support services to County's mental health provider at the Winnebago County Jail. These services include order verification, placement of orders, phlebotomy, processing of specimen, scanning of results, and administrative work in tracking of services for invoicing County. These services will be invoiced monthly to County at the rate of \$24.00 per inmate per visit. County will be responsible for the cost of the actual laboratory tests and will be billed directly by UIH Reference Lab (or other appropriate laboratory).

9.3.4 Failure to pay. It is recognized that UICOMR is being asked by County to provide the above support to its mental health vendor and further provide administrative functions related to itemization. All invoices will be paid in compliance with the Illinois Government Prompt Pay Act.

3. ARTICLE XII: COMPENSATION, Sections 12.8 COVID-related Vaccinations and Testing, 12.9 Additional Medical Services, and 12.10 Failure to Pay shall all be added as follows:

12.8 COVID-related Vaccinations and Testing. UICOMR shall also invoice County for COVID-related vaccinations and testing for the Inmates as long as the County requires testing and vaccinations. Current rate for nursing services is \$38.00/hour or portion thereof. Invoices will be submitted monthly. Currently testing is completed by the medical clinic staff at booking, as needed for sick call, and for the Department of Corrections inmates. Correctional Officers complete other testing.

12.9 Additional Medical Services. Should the use of additional staff become necessary to provide the additional medical services as outlined in Section 1.2, Scope of Services (for example, monoclonal antibody treatments, etc.) UICOMR shall invoice County monthly at the rate of \$100/hour for regular hours and \$160/hour for holiday hours, as determined by the University of Illinois Holiday Schedule.

12.10 Failure to Pay. It is recognized that UICOMR is being asked by County to provide the above added COVID related services and further provide administrative functions related to itemization. All invoices will be paid in compliance with the Illinois Government Prompt Pay Act.

Exhibit A

**AMENDMENT NO. 5
TO
HEALTH SERVICES AGREEMENT
(UIC REF. NO. CN-00041051)
BETWEEN
COUNTY OF WINNEBAGO
AND
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS**

This Amendment No. 5 is made to the Health Services Agreement ("Agreement") entered into by and between the County of Winnebago, an Illinois body politic (hereinafter referred to as "County") and The Board of Trustees of the University of Illinois, a public body, corporate and politic of the State of Illinois, on behalf of its University of Illinois at Chicago campus College of Medicine-Rockford, located at 1601 Parkview Avenue, Rockford, Illinois 61107 (hereinafter referred to as "UICOMR"). County and UICOMR shall be collectively referred to herein as "the Parties" and individually as "a Party".

RECITALS

Whereas, County and UICOMR entered into that certain Agreement, last signed on March 13, 2019, for the delivery of on-site health care services to juvenile detainees at the Winnebago County Juvenile Detention Center for the term of April 1, 2019 through March 31, 2020; and

Whereas, County and UICOMR extended the Agreement for the 1st of four (4) annual renewal periods, for the period April 1, 2020 through March 31, 2021 with Amendment No. 1 last signed on March 30, 2020; and

Whereas, County and UICOMR modified the Agreement with Amendment No. 2 last signed on July 15, 2020 regarding Article VIII, Compensation; and

Whereas, County and UICOMR extended the Agreement for the 2nd of four (4) annual renewal periods, for the period April 1, 2021 through March 31, 2022 with Amendment No. 3 last signed on February 5, 2021. County reserves the right to extend agreement up to two (2) additional one-year periods; and

Whereas, County and UICOMR modified the Agreement with Amendment No. 4 last signed on May 28, 2021 regarding Article X, Miscellaneous, Article 10.6, Prison Rape Elimination Act of 2003 (PREA); and

Whereas, County and UICOMR desire to amend the contractual relationship under the said Agreement;

Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the Parties to amend the Agreement as follows:

- I. **ARTICLE VII: TERM AND TERMINATION OF AGREEMENT**, the first paragraph of Article 7.1 shall be modified to read as follows:

Article 7.1 Contract Term.

"This contract shall commence on April 1, 2022 at 12:01 a.m. and shall expire on March 31, 2023 at 11:59 p.m.; unless renewed or extended as provided herein. County reserves the right

to extend this Agreement for up to one (1) additional one-year renewal if it appears to be in the best interest of County and the renewal is agreed to by UICOMR.”

II. **ARTICLE VIII: COMPENSATION**, Article 8.1 shall be modified to read as follows:

“County will pay UICOMR the sum of one hundred ninety-eight thousand two hundred forty-three dollars (\$198,243) for the third year of the contract, payable in twelve monthly installments of sixteen thousand five hundred and twenty dollars and twenty-five cents (\$16,520.25). UICOMR will bill County on or before the seventh day of each month preceding the month for which services are to be rendered, and County agrees to pay UICOMR for those services in advance of the services being rendered. In the event this Agreement should, for any reason, terminate on a date other than the end of a calendar month, compensation to UICOMR will be pro-rated accordingly for the shortened month, and UICOMR will reimburse County for any over payment. UICOMR agrees to reimburse County any excess funds collected for mental health services equal to the difference between twenty-eight thousand four hundred sixty-two dollars (\$28,462) and the amount UICOMR is actually billed by an outside Vendor for said services during this contract term.”

III. In all other respects, the Agreement is hereby reaffirmed and ratified. All additional terms and conditions remain as stated in the original Agreement last signed on 3/28/2019, along with Amendment 1 last signed on 3/30/20, Amendment 2 last signed on 7/15/20, Amendment 3 last signed on 2/5/21 and Amendment 4 last signed on 5/28/21.


In witness whereof, County and UICOMR have caused this Amendment No. 5 to be executed on the date and year last written below.

**The Board of Trustees of the
University of Illinois**

By: _____
Paul N. Ellinger, Interim Comptroller

Date: _____

County of Winnebago

By: 
Chairman, Winnebago County Board

Date: 3/25/2022