



Addendum 2 - Exhibit A

JDC: Current Health Care Services Contract

HEALTH SERVICES AGREEMENT

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 whose principal address is at Urbana, Illinois on behalf of the University of Illinois at Chicago and its College of Medicine at Rockford, Department of Family and Community Medicine, located at 1601 Parkview S200, Rockford, Illinois (hereinafter referred to as "UICOM-R"). County and UICOM-R shall be collectively referred to herein as "the Parties" and individually as "a Party".

WITNESSETH:

WHEREAS, County desires to enter into an agreement with UICOM-R 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, UICOM-R 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 UICOM-R to deliver on-site at the Detention Center, and at UICOM-R'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 UICOM-R 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 UICOM-R will be providing services under this Agreement for only a predetermined number of hours per week, and that UICOM-R 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 UICOM-R 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 UICOM-R 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 UICOM-R will also not be financially responsible for the costs of those off-site services.]

1.2 Elective Medical Care. UICOM-R 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 UICOM-R'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. UICOM-R 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 UICOM-R must agree to abide by all applicable Illinois, OSHA, and environmental laws and regulations.

1.4 Body Cavity Searches/Collection of Physical Evidence. UICOM-R shall, upon request, to perform body cavity searches, and collect physical evidence (blood, hair, semen, saliva, etc.), when the request for search or collection is accompanied by a written court order and/or the Juvenile in question gives written permission for such search or collection to take place. UICOM-R shall not bear the cost of testing the collected evidence. After collecting evidence, UICOM-R 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. UICOM-R shall, at its expense, furnish a Physician Assistant/ 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 Physician Assistant/ Nurse Practitioner services shall be performed during two consecutive hours between 10:00 a.m. and 8:00 p.m. on both Tuesday and Thursday of each week. Additionally, a physician shall be on-call for staff, 7 days/week, 24 hours/day.

2.2 Nursing Services. UICOM-R shall, at its expense, provide twenty-eight (28) hours per week (4 hours per day, 7 days per week) of on-site LPN services to the Juveniles. Unless otherwise agreed to in advance by the Director of Juvenile Detention (or his designee), the LPN services shall be provided daily from 8:00 a.m. to 10:00 a.m. and from 8:00 p.m. to 10:00 p.m.

2.3 Mental Health. UICOM-R shall, at its expense, provide a qualified mental health professional in the Detention Center 20 hours per week to screen, assess and collaborate with medical services and provide training in mental health to Detention staff.

2.4 Licensure, Certification, and Registration of Personnel. UICOM-R 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 UICOM-R 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 UICOM-R 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, UICOM-R 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 2.6 below). As the relationship between UICOM-R and these health care professionals will be that of an independent contractor, UICOM-R will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals, and UICOM-R 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 UICOM-R or County.

2.7 Approval of Director. UICOM-R 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 UICOM-R to provide services under this Agreement. UICOM-R shall provide a written, signed waiver to the Director from each of UICOM-R's employees and subcontractors giving the Director permission to conduct thorough and complete background checks. UICOM-R 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 UICOM-R, UICOM-R 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, UICOM-R shall remove the individual about whom the Director has expressed his dissatisfaction. Should removal of an individual become necessary, UICOM-R 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 UICOM-R.

ARTICLE III: EDUCATION AND TRAINING.

UICOM-R will, at its expense, conduct an on-going health education program for the Juveniles and detention staff at the Detention Center with the objective of raising the level of Juvenile health education and 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, and reactions to medical emergencies.

ARTICLE IV: REPORTS AND RECORDS.

4.1 Medical Records. UICOM-R 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 UICOM-R 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 UICOM-R 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.

4.2 Regular Reports by UICOM-R to County. UICOM-R 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. UICOM-R shall meet monthly 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 UICOM-R in providing the appropriate health care services to the Juveniles, the Director of Juvenile Detention will provide UICOM-R with such information pertaining to the Juveniles that is under the Director's control as is

reasonably necessary for UICOM-R to adequately perform its obligations hereunder.

4.5 UICOM-R Records Available to County: with Limitations on Disclosure. UICOM-R 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 UICOM-R in the performance of its obligations hereunder are proprietary in nature and will remain the property of UICOM-R 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 UICOM-R or is required by law.

4.6 County Records Available to UICOM-R with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, the Director of Juvenile Detention will provide to UICOM-R, at UICOM-R'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 UICOM-R's conduct. The Director will make available to UICOM-R such records as are maintained by the Director, 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 UICOM-R may reasonably request consistent with applicable law; provided, however, that any such information released by the Director to UICOM-R which the Director considers to be confidential will be kept confidential by UICOM-R 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. UICOM-R 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. UICOM-R and County understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of UICOM-R, 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 UICOM-R and its personnel to safely provide the health care services called for hereunder. UICOM-R acknowledges, however, that the Director cannot, and does not; guarantee the absolute safety of UICOM-R 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 UICOM-R, 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. UICOM-R employees and subcontractors will be informed of the Director of Juvenile Detention's security regulations and procedures, and UICOM-R 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 UICOM-R with a work area, office equipment, and utilities (including local telephone service) sufficient to enable UICOM-R to perform its obligations hereunder. At the termination of this Agreement, UICOM-R 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. UICOM-R 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. UICOM-R is responsible for furnishing, at its cost, all other necessary medical equipment as agreed to by the Parties. At the termination of this Agreement, UICOM-R 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. UICOM-R 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. UICOM-R shall furnish and pay for all non-prescription medications that are needed by the Juveniles. (UICOM-R shall not be responsible for providing and paying for prescription medications.) UICOM-R staff shall be responsible for dispensing all medications (both prescription and non-prescription) to the Juveniles at those times during which UICOM-R 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 January 5, 2014 at 12:01 a.m. and shall expire on January 4, 2015 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 UICOM-R.

Furthermore, notwithstanding any other provision of this Agreement to the contrary, the Parties reserve the right to extend the term of this Agreement by mutually written amendment, 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.

7.2 Termination. If either UICOM-R 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 UICOM-R and County mutually agree in writing, this Agreement may be terminated on the terms and date stipulated.

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

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.

ARTICLE VIII: COMPENSATION.

8.1 Base Compensation. County will pay UICOM-R the sum of one hundred thirty-nine thousand three hundred seventy-nine dollars (\$139,379) for the first year of the contract, payable in monthly installments of eleven thousand six hundred fourteen dollars and ninety-two cents (\$11,614.92). UICOM-R will bill County on or before the first day of each month before the services are rendered, and County agrees to pay UICOM-R 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 UICOM-R will be pro rated accordingly for the shortened month.

8.2 Negotiated Annualized Amount Increase Upon Renewal. The Parties shall negotiate an increase in the annual base amount prior to any annual renewal of this Agreement.

8.3 Increases in Inmate Population. This Agreement contemplates that the average daily juvenile detainee population of the Detention Center will be approximately 50, and UICOM-R 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 UICOM-R by County here-under for that month shall be increased by a per diem rate of \$.25 (twenty-five cents) 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 55, then the additional compensation shall be 5 H 30 H \$.25 = \$37.50.]

Decreases in Inmate 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 UICOM-R by the County hereunder for that month shall be decreased by a per diem rate of \$.25 (twenty-five cents) for each detainee (average) under 40 for each day of the month.

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 (Program and Plan) was established for its employees, including UIC-employed Physicians, subject to Program and Plan's terms, conditions and exclusions. Coverage is not to be construed to insure the liability of others. By action of the Board of Trustees of the University of Illinois on June 9, 2011, the Program and Plan documents were amended to establish new limits of general liability of 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 Program and Plan documents are available on request. The Program covers the Physicians providing Services to County under this Agreement. While the Program and Plan are 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 Program or the Plan; however, University agrees to provide County with an advance 30-day notice in the event Program or Plan is canceled in whole or in part.

9.2 County Insurance: County agrees to at all times throughout the term to maintain comprehensive professional and general liability insurance in the minimum amounts of \$1,000,000 per claim or occurrence, \$3,000,000 aggregate, for its employees, agents, and servants. During the term of the Agreement, County shall either (I) maintain at its sole cost and expense, comprehensive general public liability and property damage liability insurance in an amount adequate to cover the associated risks, (II) maintain 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 UICOM-R 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 UICOM-R, its employees, or its subcontractors perform hereunder. UICOM-R assumes all financial responsibility for the employees of UICOM-R.

10.2 Limitation of Liability. It is understood and agreed that neither County nor UICOM-R 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 hereto acknowledge the importance of cooperation in the defense of litigation arising in connection with this Agreement. University and Client 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 UICOM-R, which approval shall not be unreasonably withheld.

10.5 Compliance with Laws. County and UICOM-R 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 Taxpayer Identification. Under penalties of perjury, UICOM-R 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.

10.7 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.

10.8 Certifications by Parties. By signing this agreement, County attests to the following certifications. Willfully falsifying certifications or affirmations may subject Contractor to criminal penalties including fines and/or imprisonment.

10.8.1 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.

10.8.2 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).

10.8.3 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.state.il.us/agency/oig/search.asp>.

Either Party will 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.

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

10.10 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:**
Winnebago County Purchasing
404 Elm Street, Room 202
Rockford, Illinois 61101
Attention:
Sally Claassen
Purchasing Director

With a copy to:
Winnebago Co. Juvenile Detention Center
5350 Northrock Drive
Rockford, Illinois 61103
Attention:
Bill Vedra
Deputy Director

(b) UICOM-R:

William W. Starks, M.D.
University of Illinois College of Medicine at Rockford
1601 Parkview Avenue
Rockford, Illinois 61107

10.11 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.

10.12 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. 13-1985.
- (3) UICOM-R's bid response.

10.13 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.

10.14 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 here-under during the period such cause continues.

10.15 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.

10.16 Other Contracts and Third-Party Beneficiaries. The Parties acknowledge UICOM-R 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.

10.17 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.

10.18 Non-Discrimination. UICOM-R 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. UICOM-R 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.

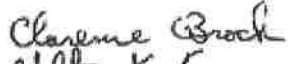

10.19 Authority. Each Party hereto represents and acknowledges that the person executing this Agreement on its behalf has full power and authority to do so, and that this Agreement constitutes a legal, valid, and binding agreement of each such Party.

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:  11/21/13
Scott H. Christiansen, Chairman Date
Winnebago County Board

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By:  Clarence J Brock
 Budget Director
Walter K. Knorr / 2013.12.20 08:18:44 -06'00'
Comptroller Date

**AMENDMENT NO. 1
TO
HEALTH SERVICES AGREEMENT
(UIC REF. NO. CN-00009599)
BETWEEN
COUNTY OF WINNEBAGO ON BEHALF OF THE
WINNEBAGO COUNTY SHERIFF
AND
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS**

This Amendment No. 1 to Health Services Agreement, UIC Contract No. CN-00009695 is made and 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 whose principal office is located in Urbana, Illinois, on behalf of its College of Medicine at Rockford, located at 1601 Parkview Avenue, Rockford, Illinois 61107 (hereinafter referred to as "UICOM-R"). University and SMHC shall be collectively referred to herein as "the Parties" and individually as "a Party".

RECITALS

Whereas, County and UICOM-R entered into a Health Services Agreement for services to juvenile detainees for the term of January 5, 2014 through January 4, 2015 and

Whereas, County and UICOM-R 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 Section 7.1 shall be modified to read as follows:

Section 17.1 Contract Term.

"This contract shall commence on January 5, 2015 at 12:01 a.m. and shall expire on January 4, 2016 at 11:59 p.m.; unless renewed or extended as provided herein. The Parties reserve the right to extend this Agreement for up to three (3) additional one-year renewals, if it appears to be in the best interest of County and the renewal is agreed to by UICOM-R."

- 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 12/20/2013.

In witness whereof, County and UICOM-R have caused this Amendment No. 1 to be executed on the date and year last written below.

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

By: Clarence Brock
Walter K. Knorr
Walter K. Knorr, Comptroller

Clarence Brock, Budget Director
Date: 2014.12.23 08:45:25 -06'00'

County of Winnebago

By: Scott H. Christiansen
Scott H. Christiansen
Chairman, Winnebago County Board

Date: 12/23/14

**AMENDMENT NO. 2
TO
HEALTH SERVICES AGREEMENT
(UIC REF. NO. CN-00009599)
BETWEEN
COUNTY OF WINNEBAGO ON BEHALF OF
WINNEBAGO COUNTY
AND
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS**

This Amendment No. 2 to Health Services Agreement, UIC Contract No. CN-00009695 is made and 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 whose principal office is located in Urbana, Illinois, on behalf of its College of Medicine at Rockford, located at 1601 Parkview Avenue, Rockford, Illinois 61107 (hereinafter referred to as "UICOM-R"). University and SMHC shall be collectively referred to herein as "the Parties" and individually as "a Party".

RECITALS

Whereas, County and UICOM-R entered into a Health Services Agreement for services to juvenile detainees for the term of January 5, 2014 through January 4, 2015 and

Whereas, County and UICOM-R amended the original Agreement by extending the term from January 5, 2015 through January 4, 2016 for the 1st of four (4) renewal periods, and

Whereas, County and UICOM-R 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 II: STAFFING**, the following section 2.3 shall be modified to read as follows:

Section 2.3 Mental Health.

UICOM-R, shall, at its expense, provide a qualified mental health professional in the Detention Center. UICOM-R, in conjunction with the County, will determine the number of hours necessary to adequately screen, assess and collaborate with medical services and provide training in mental health to Detention staff.

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

Section 7.1 Contract Term.

"This contract shall commence on January 5, 2016 at 12:01 a.m. and shall expire on September 30, 2016 at 11:59 p.m.; unless renewed or extended as provided herein. The Parties reserve the right to extend this Agreement for up to two (2) additional one-year

renewals, if it appears to be in the best interest of County and the renewal is agreed to by UICOM-R.”

- III. **ARTICLE X: MISCELLANEOUS**, the following Section 10.20 shall be added to read as follows:

Section 10.20 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, only during the contract term of January 5, 2016 through September 30, 2016.


- IV. 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 12/20/2013, together with Amendment No. 1 last signed on 12/23/2014.

In witness whereof, County and UICOM-R 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: _____
Walter K. Knorr, Comptroller

By: 
Scott H. Christiansen
Chairman, Winnebago County Board

Date: _____

Date: 12/23/2015

**AMENDMENT NO. 3
TO
HEALTH SERVICES AGREEMENT
(UIC REF. NO. CN-00009599)
BETWEEN
COUNTY OF WINNEBAGO
AND
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS**

This Amendment No. 3 to Health Services Agreement, UIC Contract No. CN-00009695 is made and 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 whose principal office is located in Urbana, Illinois, on behalf of its College of Medicine at Rockford, located at 1601 Parkview Avenue, Rockford, Illinois 61107 (hereinafter referred to as "UICOM-R"). County and University shall be collectively referred to herein as "the Parties" and individually as "a Party".

RECITALS

Whereas, County and UICOM-R entered into a Health Services Agreement for services to juvenile detainees for the term of January 5, 2014 through January 4, 2015 and

Whereas, County and UICOM-R amended the original Agreement by extending the term from January 5, 2015 through September 30, 2016, and

Whereas, County and UICOM-R 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 Section 7.1 shall be modified to read as follows:

Section 7.1 Contract Term.

"This contract shall be extended from October 1, 2016 at 12:01 a.m. and shall expire on November 30, 2016 at 11:59 p.m.; unless renewed or extended as provided herein. The Parties reserve the right to extend this Agreement for up to two (2) additional one-year renewals, if it appears to be in the best interest of County and the renewal is agreed to by UICOM-R."

- 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 12/20/2013, together with Amendment No. 1 last signed on 12/23/2014 and Amendment No. 2 last signed on 1/04/2016.

In witness whereof, County and UICOM-R have caused this Amendment No. 3 to be executed on the date and year last written below.

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

By:

Walter K. Knorr
Walter K. Knorr, Comptroller

Date:

10/3/14

County of Winnebago

By:

Scott H. Christiansen
Scott H. Christiansen
Chairman, Winnebago County Board

Date:

9/30/2016

**AMENDMENT NO. 4
TO
HEALTH SERVICES AGREEMENT
(UIC REF. NO. CN-00009599)
BETWEEN
COUNTY OF WINNEBAGO
AND
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS**

This Amendment No. 4 to Health Services Agreement, UIC Contract No. CN-00009695 is made and 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 whose principal office is located in Urbana, Illinois, on behalf of its College of Medicine at Rockford, located at 1601 Parkview Avenue, Rockford, Illinois 61107 (hereinafter referred to as "UICOM-R"). County and University shall be collectively referred to herein as "the Parties" and individually as "a Party".

RECITALS

Whereas, County and UICOM-R entered into a Health Services Agreement for services to juvenile detainees for the term of January 5, 2014 through January 4, 2015; and

Whereas, County and UICOM-R amended the original Agreement by extending its term from January 5, 2015 through September 30, 2016; and

Whereas, County and UICOM-R again amended the original Agreement by extending its term from October 1, 2016 through November 30, 2016; and

Whereas, County and UICOM-R desire to further extend the term of the original Agreement by amending 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 Section 7.1 shall be modified to read as follows:

Section 7.1 Contract Term.

"This contract, which through amendments has been in effect continuously since January 5, 2015, shall expire on September 30, 2017 at 11:59 p.m.; unless renewed or extended as provided herein. The Parties reserve 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 UICOM-R."

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

"County will pay UICOM-R the sum of Ten Thousand Three Hundred Eighty Nine and Sixty

Four Cents (\$10,389.64) per month for the period of December 1, 2016 through September 30, 2017. If prior to September 30, 2017 the Parties agree to extend the Agreement past September 30, 2017, the total annual budget will be reviewed prior to September 30, 2017 by the Parties for adjustments in compensation. UICOM-R will bill County on or before the first day of each month before the services are rendered, and County agrees to pay UICOM-R 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 UICOM-R will be prorated accordingly for the shortened month."

- III. In all other respects, the Agreement is hereby reaffirmed and ratified. All other terms and conditions remain as stated in the original Agreement last signed on 12/20/2013, or as modified by Amendment No. 1 last signed on 12/23/2014, Amendment No. 2 last signed on 1/04/2016, and Amendment No. 3 last signed on 10/3/2016.

In witness whereof, County and UICOM-R have caused this Amendment No. 4 to be executed on the date and year last written below.

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

By:



Walter K. Knorr, Comptroller

Date:



County of Winnebago

By:


Scott H. Christiansen
Chairman, Winnebago County Board

Date:



**AMENDMENT NO. 5
TO
HEALTH SERVICES AGREEMENT
(UIC REF. NO. CN-00009599)
BETWEEN
COUNTY OF WINNEBAGO
AND
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS**

This Amendment No. 5 to Health Services Agreement, UIC Contract No. CN-00009599 is made and 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 whose principal office is located in Urbana, Illinois, on behalf of its College of Medicine at Rockford, located at 1601 Parkview Avenue, Rockford, Illinois 61107 (hereinafter referred to as "UICOM-R"). County and University shall be collectively referred to herein as "the Parties" and individually as "a Party".

RECITALS

Whereas, County and UICOM-R entered into a Health Services Agreement for services to juvenile detainees for the term of January 5, 2014 through January 4, 2015; and

Whereas, County and UICOM-R amended the original Agreement by extending its term from January 5, 2015 through September 30, 2016; and

Whereas, County and UICOM-R again amended the original Agreement by extending its term from October 1, 2016 through November 30, 2016; and

Whereas, County and UICOM-R again amended the original Agreement by extending its term from December 1, 2016 through September 30, 2017; and

Whereas, County and UICOM-R desire to further extend the term of the original Agreement by amending 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 Section 7.1 shall be modified to read as follows:

Section 7.1 Contract Term.

"This contract, which through amendments has been in effect continuously since January 5, 2014, shall expire on September 30, 2018 at 11:59 p.m."

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

"County will pay UICOM-R the sum of Twelve Thousand Eighty Four and Fifty Eight Cents (\$12,084.58) per month for the period of October 1, 2017 through September 30, 2018.

UICOM-R will bill County on or before the first day of each month before the services are rendered, and County agrees to pay UICOM-R 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 UICOM-R will be prorated accordingly for the shortened month."

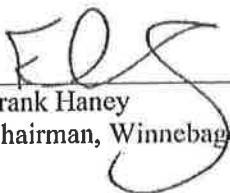
- III. In all other respects, the Agreement is hereby reaffirmed and ratified. All other terms and conditions remain as stated in the original Agreement last signed on 12/20/2013, or as modified by Amendment No. 1 last signed on 12/23/2014, Amendment No. 2 last signed on 1/04/2016, Amendment No. 3 last signed on 10/3/2016, and Amendment No. 4 last signed on 11/30/2016.

In witness whereof, County and UICOM-R 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**

County of Winnebago

By: _____
Walter K. Knorr, Comptroller

By:  _____
Frank Haney
Chairman, Winnebago County Board

Date: _____

Date: _____

**AMENDMENT NO. 6
TO
HEALTH SERVICES AGREEMENT
(UIC REF. NO. CN-00009599)
BETWEEN
COUNTY OF WINNEBAGO
AND
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS**

This Amendment No. 6 to Health Services Agreement, UIC Contract No. CN-00009599 is made and 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 College of Medicine at Rockford, located at 1601 Parkview Avenue, Rockford, Illinois 61107 (hereinafter referred to as "UICOM-R"). County and University shall be collectively referred to herein as "the Parties" and individually as "a Party".

RECITALS

Whereas, County and UICOM-R entered into a Health Services Agreement for services to juvenile detainees for the term of January 5, 2014 through January 4, 2015; and

Whereas, County and UICOM-R amended the original Agreement by extending its term from January 5, 2015 through September 30, 2016; and

Whereas, County and UICOM-R again amended the original Agreement by extending its term from October 1, 2016 through November 30, 2016; and

Whereas, County and UICOM-R again amended the original Agreement by extending its term from December 1, 2016 through September 30, 2017; and

Whereas, County and UICOM-R again amended the original Agreement by extending its term from October 1, 2017 through November 30, 2017; and

Whereas, County and UICOM-R desire to further extend the term of the original Agreement by amending 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 II: STAFFING

Section 2.3 shall be modified to read as follows:

Section 2.3 Mental Health.

"UICOM-R shall facilitate obtaining a qualified mental health professional in the Detention Center. UICOM-R, in conjunction with the County, will determine the number of mental health provider hours that are necessary to adequately screen and assess detainees, collaborate with medical services, and provide training in mental health to Detention staff. In the event the current mental health provider loses funding, UICOM-R will work with the County to

facilitate obtaining a new mental health provider, if necessary. The County is responsible for the cost of the mental health provider services.”

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

Section 7.1 Contract Term.

“This contract, which through amendments has been in effect continuously since January 5, 2014, shall expire on September 30, 2018 at 11:59 p.m.”

- III. **ARTICLE VIII: COMPENSATION, 8.1 Base Compensation**, shall be modified to read as follows:

“County will pay UICOM-R the sum of Eleven Thousand Seven Hundred Thirty Three Dollars and Seventy two Cents (\$11,733.72) per month for the period of December 1, 2017 through September 30, 2018. UICOM-R will bill County on or before the first day of each month before the services are rendered, and County agrees to pay UICOM-R 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 UICOM-R will be prorated accordingly for the shortened month.”

- IV. In all other respects, the Agreement is hereby reaffirmed and ratified. All other terms and conditions remain as stated in the original Agreement last signed on 12/20/2013, or as modified by Amendment No. 1 last signed on 12/23/2014, Amendment No. 2 last signed on 1/04/2016, Amendment No. 3 last signed on 10/3/2016, Amendment No. 4 last signed on 11/30/2016, and Amendment No. 5 last signed on 10/2/2017.


In witness whereof, County and UICOM-R have caused this Amendment No. 6 to be executed on the date and year last written below.

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

By: _____
Avijit Ghosh, Interim Comptroller

Date: _____

County of Winnebago

By:  _____
Frank Haney
Chairman, Winnebago County Board

Date: 11-9-17