



Addendum 2 - Exhibit B

JAIL: Current Medical 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 Winnebago County Sheriff (hereinafter referred to as "Sheriff") 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 prompt delivery of on-site health care services to adult inmates at the Winnebago County corrections facilities, currently located at 650 W. State Street, Rockford, Illinois (hereinafter collectively referred to as "JAIL"); and

WHEREAS, UICOM-R 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 UICOM-R to promptly deliver on-site at the JAIL, and at UICOM-R's expense, all reasonably necessary medical, dental, 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 UICOM-R hereby accepts such engagement according to the terms and provisions hereof. [It is the understanding of County and UICOM-R 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, UICOM-R 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. UICOM-R will arrange to provide at its expense, and on a regular and prompt basis, all reasonably necessary professional health 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, TB testing, regularly scheduled sick call, 24 hour/day, 7 days/week nursing coverage, treatment, and regular physician visits on-site. UICOM-R 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. UICOM-R will arrange for and bear the cost of all specialty services (e.g. laboratory 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, UICOM-R will arrange for the provision of such services off-site. 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. UICOM-R shall provide at its expense such emergency medical treatment to the Inmates as is necessary and can be appropriately given on-site. UICOM-R 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. UICOM-R will arrange for off-site emergency medical care when necessary for the Inmates through arrangements to be made by UICOM-R with local hospitals. (If County has an agreement in place for the provision of off-site emergency medical services with a particular medical provider, UICOM-R will use that medical provider for the off-site emergency medical care of the Inmates whenever feasible and practical. County will keep UICOM-R apprised of the existence of any such contracts.) UICOM-R will also arrange for the provision of ambulance services for the Inmates in the event of medical emergencies. UICOM-R 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. UICOM-R will assist County in negotiating contracts with emergency transportation providers.

1.5 Hospitalization Services. UICOM-R 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. UICOM-R's contract physician and/or Medical

Director shall monitor the treatment and progress of any hospitalized Inmate. UICOM-R will not be responsible for the costs incurred due to the hospitalization of an Inmate. UICOM-R will assist County in negotiating contracts for hospitalization services.

1.6 Pregnant Inmate/Infant Care. UICOM-R will at its expense provide on-site health care services to any pregnant Inmate. UICOM-R 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. UICOM-R 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 UICOM-R'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. UICOM-R shall at its cost provide for the removal of all medical waste generated by the jail medical unit. Contaminated waste removal contractors utilized by UICOM-R must agree to abide by all applicable Illinois, OSHA, and environmental laws and regulations.

1.9 Body Cavity Searches/Collection of Physical Evidence. UICOM-R shall, upon request, perform body cavity searches, and 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. 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: PERSONNEL.

2.1 Staffing. UICOM-R 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 health care staff shall, at a minimum, consist of:

<u>Position</u>	<u>FTE</u>	
RN Administrator	1.00	(40 hours/week)
Physician	.20	(12 hours/ week)
Dentist	0.20	(8 hours/week)
PA/NP	1.30	(52 hours/week)
Secretary	1.00	(40 hours/week)

MSW	2.00	(80 hours/week)
Dental Assistant	.25	(10 hours/week)
RN	3.00	(120 hours/week)
LPN	12.25	(490 hours/week)
CNA	2.00	(80 hours/week)
Psychiatrist	.05	(8 hours/month)

Additionally, a physician shall be on-call for staff, 7 days/week, 24 hours/day.

UICOM-R 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 975 Inmates.

2.2 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.

2.3 Use of Inmates in the Provision of Health Care Services. Inmates will not be employed or otherwise engaged by either UICOM-R or the Sheriff in the direct rendering of any health care services. Upon the mutual agreement of UICOM-R 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, 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 2.5 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.

2.5 Approval of Sheriff. UICOM-R agrees to provide the Sheriff 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 Sheriff from each of UICOM-R's employees and subcontractors giving the Sheriff 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 Sheriff has not given, or has revoked, written security clearance.

ARTICLE III: ACCREDITATION.

UICOM-R 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. UICOM-R 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.

UICOM-R will at its expense conduct an on-going health education program for the Inmates and corrections staff at the JAIL with the objective of raising the level of Inmate health education and health care. This health care education program will include, but not be limited to, programs in first aid, signs and symptoms of chemical dependency, and reactions to medical emergencies.

ARTICLE V: REPORTS AND RECORDS.

5.1 Medical Records. UICOM-R 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 UICOM-R 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 UICOM-R 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.

5.2 Regular Reports by UICOM-R to Sheriff. UICOM-R 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.

5.3 Meetings. UICOM-R shall meet weekly 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 UICOM-R in providing the appropriate health care services to the Inmates, the Sheriff will provide UICOM-R with such information pertaining to the Inmates that is under the Sheriff's control as is reasonably necessary for UICOM-R to adequately perform its obligations hereunder.

5.5 UICOM-R Records Available to Sheriff with Limitations on Disclosure.

UICOM-R 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 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 a 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.

5.6 County Records Available to UICOM-R with Limitations on Disclosure.

During the term of this Agreement, and for a reasonable time thereafter, the Sheriff will provide to UICOM-R, at UICOM-R'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 UICOM-R's conduct. The Sheriff will make available to UICOM-R such records as are maintained by the Sheriff, 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 UICOM-R may reasonably request consistent with applicable law; provided, however, that any such information released by the Sheriff to UICOM-R which the Sheriff 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 Sheriff.

5.7 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 VI: SECURITY.

6.1 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 Inmates and corrections staff. The Sheriff 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 Sheriff cannot, and does not; guarantee the absolute safety of UICOM-R 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 UICOM-R, 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. UICOM-R employees and subcontractors will be informed of the Sheriff's security regulations and procedures, and UICOM-R 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 UICOM-R with office space, 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.

7.2 Office Supplies. UICOM-R 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. UICOM-R is responsible for furnishing, at its cost, all other necessary medical equipment. 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.

7.4 Medical Supplies. UICOM-R 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 UICOM-R 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. UICOM-R 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. UICOM-R personnel shall dispense medications at the appropriate times at the main jail facility according to the Inmates' medical needs. The cost of all pharmaceuticals, prescription and over the counter is the responsibility of UICOM-R; except for the cost of pharmaceuticals related to the treatment of sexually transmitted diseases and HIV, AIDS, or their sequelae, as well as pharmaceuticals associated with pre-term labor or Chron's disease. UICOM-R will promptly, upon request, provide County with a price list for all pharmaceuticals dispensed by UICOM-R in the JAIL. Whenever possible, UICOM-R will obtain pharmaceuticals related to the treatment of HIV, AIDS, pre-term labor or Chron's disease and their sequelae from Crusader Clinic in Rockford, Illinois; and pharmaceuticals related to the treatment of sexually transmitted diseases from the Winnebago County Health Department.

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

UICOM-R 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 the main jail facility located at 650 West State Street, Rockford, Illinois.

ARTICLE IX: MENTAL HEALTH SERVICES

UICOM-R 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 be provided on-site at the JAIL to the extent reasonably possible.

ARTICLE X: TERM AND TERMINATION OF AGREEMENT.

10.1 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.

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

UICOM-R may terminate this Agreement for default if County fails to timely make payments 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. Either UICOM-R or County may terminate this Agreement immediately upon 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.

10.3 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 UICOM-R to County. At least twenty-one (21) days prior to termination, UICOM-R shall make available for review all records and documents so that County may prepare to provide medical services to all Inmates.

ARTICLE XI: COMPENSATION.

11.1 Base Compensation. County will pay UICOM-R the sum of Two Million One Hundred Eight Thousand Six Hundred Seventy-Two Dollars (**\$2,108,672**) for the first year of the contract, payable in monthly installments of One Hundred Seventy Five Seven Hundred Twenty-Two Dollars and Sixty-Seven Cents (**\$175,722.67**). 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.

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

11.3 Changes in Law or Population. UICOM-R and County will agree on additional base compensation to be paid by County to UICOM-R if any of the following events causes or results in material cost increases to UICOM-R or causes or requires UICOM-R 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 975.

11.4 Increases in Inmate Population. This Agreement contemplates that the average daily Inmate population of the JAIL will be 975. If the average daily Inmate population, excluding Inmates sentenced to periodic imprisonment, for any calendar month during the term of this Agreement exceeds 975, then the compensation payable to UICOM-R by County hereunder for that month shall be increased by a per diem rate of ninety-nine Cents (\$.99) for each Inmate (average) over 975 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 25 H 30 H \$.99 = \$742.50.] The average daily Inmate population shall be derived from the Jail's record of the Inmate meal counts.

11.5 Decreases in Inmate Population. If the average daily Inmate population, excluding Inmates sentenced to periodic imprisonment, for an calendar month during the term of this Agreement falls below 900, then the compensation payable to UICOM-R by the County hereunder for that month shall be decreased by a per diem rate of (\$.99) ninety nine cents for each Inmate (average) under 900 for each day of the month. The average daily Inmate population shall be derived from the Jail's record of the Inmate meal counts.

11.5 No Reconciliation Based on Actual Hours of Service. County will pay UICOM-R the entire compensation set forth in this Agreement without any deduction being made for the absence of key staff. It is the understanding of the Parties that UICOM-R will use it 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 UICOM-R 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 11.3 and 11.4), regardless of the staffing level actually needed to adequately and promptly meet the Inmates' reasonably necessary needs. For example, if at any time UICOM-R 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, UICOM-R 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 11.3 and 11.4 above). Likewise, if due to the unavailability of UICOM-R'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, UICOM-R will be responsible for the cost of that treatment.

ARTICLE XII: INSURANCE.

12.1 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 does not apply to liability for any management, administrative or medical director activities, or activities of this nature. 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.

12.2 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 XIII: MISCELLANEOUS

13.1 Insurance Paperwork. UICOM-R 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, UICOM-R 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.

13.2 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.

13.3 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.

13.4 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.

13.5 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 UICOM-R, which approval shall not be unreasonably withheld.

13.6 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.

13.7 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.

13.8 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.

13.9 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.

13.9.1 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.

13.9.2 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).

13.9.3 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.

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

13.11 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

Winnebago Co. Purchasing Dept.
404 Elm Street, Room 202
Rockford, Illinois 61101
Attention:
Sally Claassen
Purchasing Director

With a copy to:

Winnebago County Corrections Bureau
650 W. State Street
Rockford, IL 61101
Attention:
Corrections Bureau Operations Commander

(b) UICOM-R:

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

13.12 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.

13.13 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 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. 13-1985.
- (3) UICOM-R's bid response.

13.14 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.

13.15 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.

13.16 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.

13.17 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 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.

13.18 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.


13.19 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.

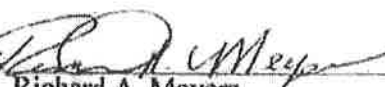
13.20 Non-Discrimination. UICOM-R agrees to not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age, or handicap unrelated to the bona fide occupational qualification of 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.

13.21 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 and the WINNEBAGO COUNTY SHERIFF

By:  11/7/14
Scott H. Christiansen Date
Chairman Winnebago County Board

By:  11/8/2014
Richard A. Meyers Date
Winnebago County Sheriff

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By:  Clarence J Brock
 Budget Director
Walter K. Knorr 2014.01.08 13:59:54 -06'00'
Comptroller Date

**University of Illinois at Chicago
Revenue Generating Activity
Contract Approval/Routing Form (RCARF)**

For Office of Business and Financial Services use only.

Contract No.

CN-00009695-01

Dept. Name: COM at Rockford M/C: 0 Fax: 815-395-5585 Phone: 815-395-5795, 815-395-5896

Contact Person: Sherry Russell & Linda Kofron Email address: sherryh@uic.edu, lkofron@uic.edu

Campus Street Address: 1601 Parkview Avenue, Rockford IL 61107

Client: Winnebago County Jail

Contact Person: Sally Claassen

Phone: 815-319-4380 Email address: sclaassen@wincoil.us

Address: 404 Elm Street Room 202, Rockford IL 61101

Provide the information and signatures noted below and submit this form to the Office of Business Development Services, 6th Fl. Marshfield Bldg.

Check one box: ☐ Preliminary review: Attach one copy of the RGIW worksheet or proposed contract.

☐ Final execution (Comptroller and Secretary of the Board of Trustees signatures): Attach at least two Other Party signed original contracts*.

Estimated Annual Amt		- 0 -		<input type="checkbox"/> New Contract <input checked="" type="checkbox"/> Amendment # 1		<input type="checkbox"/> Other		<input type="checkbox"/> No Funds		
Chart	Funds	Organization	Account	Program	Activity	Location	Health Care Related Service			
2	301840	636000	306140	636017			<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes			
Requesting departments must confirm that Other Party is not listed in Exclusions Party websites: http://epts.arnet.gov and http://www.state.il.us/agency/oig/search.asp . Print confirmation from Exclusions Party websites and attach to this form. If Other Party is listed on either website, University cannot enter into contract with this party. Contact your compliance officer for additional information.							Date OIG Checked:		Date GSA Checked:	
Contract Term	Start Date 1/5/14		End Date 1/4/15		Option(s) to Renew <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes			Number of Renewals: 4 left		

Brief Description of Services:

Reference CC10000994, Provide medical services to Adult inmates at the Winnebago County Jail. Paid monthly \$175,722.67 **CHANGES TO SCOPE/COMPENSATION SECTION 11.5.**

PRELIMINARY APPROVALS The signatures of the Dept. organization are required for ALL revenue generating activity contracts regardless of contract amount. The signatures below indicate approval for the concept of the attached documents at the amount specified and the certifications below. By signing this Contract Approval Routing Form, the Requesting Department has read and certifies to all of the statements on page 2 of this form.

FACULTY/STAFF	Signed by: Print Name	Date:
DEPARTMENT HEAD	Signed by: Print Name Michael Harner	Date: 11/14/13
DEAN/DIRECTOR	Signed by: Print Name Todd Van Leer	Date: 11/27/13
VP/HA or VICE CHANCELLOR or CHANCELLOR	Signed by: Print Name	Date:
FINAL APPROVALS	OBFS and University Counsel approvals are required.	
OBDS CONTRACTS OFFICE	Signed by: Printed Name	Date:
UNIVERSITY COUNSEL	Signed by: Printed Name	Date:
DESIGNEE	Printed name and initials of designees are required	
COMPTROLLER'S DESIGNEE	Print Name	Initials Date:
SPECIAL NOTES: For OBDS/University Counsel Use		

University of Illinois at Chicago
Revenue Generating Activity
Contract Approval/Routing Form (RCARF)

By signing this Contract Approval Routing Form, the Requesting Department has read and certifies to all of the following statements:

For non-healthcare or health related services, proceed to Paragraphs "D" and "E", below.

- A. For healthcare or health-related services, this Agreement shall be consistent with any and all applicable federal and state laws, including, without limitation, Medicare, Medicaid, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and other Federal and State statutes and regulations and the principles and interpretations related thereto. The parties intend to comply with the provisions of 42 U.S.C. 1395nn(a)(1) and 42 U.S.C. 1320a-7b(b), as such provisions may be amended from time to time (Federal Fraud & Abuse and Anti Kickback Laws). As applicable, the parties intend that this Agreement meet the requirements of (i) the Personal Services and Management contract "Safe Harbor" to the Medicare and Medicaid Anti-Kickback statute as set forth in 42 C.F.R. Part 1001.952(d); and (ii) the Personal Services Arrangement exception to the Physician Ownership and Referral legislation as set forth in 42 U.S.C. 1395nn (e)(3) and the corresponding regulations, if any.

Stark Laws – the Department affirms that:

1. The services to be provided are no more than what are reasonable and necessary;
 2. The compensation/fee to be received does not take into account the value or volume of referrals of business between the Client and the University; and
 3. None of the individuals in the Department have any financial or familial relationship with the Client or any of the Client's employees other than what is described in the contract or which has been expressly approved under applicable conflict of interest policies as described in paragraph B, below.
- B. For healthcare or health-related services, **HIPAA**. In accordance with 45 CFR 164.501 & 164.502(e)(I)(ii)(A), the Privacy Rule includes exceptions to the Business Associate standard. This contract and its requirements meet the exception and do not require a Business Associate agreement in order for Covered Entity to disclose Protected Health Information to: a health care provider for treatment. Based on this exception, a Business Associate agreement is not required for this agreement.
- C. For healthcare or health-related services, **FAIR MARKET VALUE**. Fee to be received is appropriate considering the qualifications of the University employee providing the service under the agreement and the normal fee is consistent with fair market value and the nature of the services required.
- D. ☐ Check if appropriate: No apparent conflict of interest exists in regard to this Contract (See *Business and Financial Policies and Procedures Manual, Section 17.1.*).
- E. **LIABILITY**. The University Office of Risk Management, (217) 333-3113, has been contacted to perform risk identification and has determined that (please check one):
- ☐ University employee and scope of services are sufficiently covered by the University's Self-insurance Plan; or
 - ☐ Commercial insurance should be obtained to protect the interests of the University and its employee; or
 - ☐ Client has agreed to provide insurance coverage to University employee as well as University with respect to the Agreement and this Agreement either needs to be or has been modified accordingly.
- F. **UNRELATED BUSINESS INCOME TAXES (UBIT)**. For a revenue activity to be considered unrelated business income, ALL of the following criteria must be satisfied:
- ☐ The revenue activity (trade or business) is expected to derive a profit; and
 - ☐ Revenue activity is regular and frequent (comparable to similar commercial activity); and
 - ☐ Revenue activity is not substantially related to the University's mission or within the definition of IRC §501(c)3.

If all three boxes are checked, the Department must contact University Tax at 217-244-8359. Also, see *Business and Financial Policies and Procedures Manual, Section 18.13* for additional information.

**AMENDMENT NO. 1
TO
HEALTH SERVICES AGREEMENT
(UIC REF. NO. CN-00009695)
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 Winnebago County Sheriff (hereinafter referred to as "Sheriff") 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 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 XI, Compensation; Section 11.5, Decreases in Inmate Population;** shall be deleted in its entirety and be modified to read as follows:

"11.5 Decreases in Inmate Population. If the average daily Inmate population, excluding Inmates sentenced to periodic imprisonment, for sixty (60) consecutive calendar days an calendar month during the term of this Agreement falls below 850, then the compensation payable to UICOM-R by the County hereunder for that month shall be decreased by a per diem rate of (\$.99) ninety nine cents for each Inmate (sixty (60) calendar days average) under 850 for each day of the month. The average daily Inmate population shall be derived from the Jail's record of the Inmate meal counts. Regardless of what the average daily Inmate population is, the Parties agree that the UICOM-R shall never be responsible in making any payments to County."

- 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 01/08/2014.

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

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

By: Clarence Brock
Walter K. Knorr
Walter K. Knorr, Comptroller
Clarence J Brock
Budget Director
Date: 2014.02.27 08:37:16 -06'00'

County of Winnebago

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

Date: 2/25/14

Winnebago County Sheriff

By: Richard A. Meyers
Richard A. Meyers
Winnebago County Sheriff

**AMENDMENT NO. 2
TO
HEALTH SERVICES AGREEMENT
(UIC REF. NO. CN-00009695)
BETWEEN
COUNTY OF WINNEBAGO ON BEHALF OF THE
WINNEBAGO COUNTY SHERIFF
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 Winnebago County Sheriff (hereinafter referred to as "Sheriff") 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 adult inmates for the term of January 5, 2014 through January 4, 2015 and

Whereas, County and UICOM-R amended the original Health Services Agreement by modifying Article XI, Compensation; Section 11.5, Decreases in Inmate Population on 02/27/2014; 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 X: TERM AND TERMINATION OF AGREEMENT**, the first paragraph of Section 10.1 shall be modified to read as follows:

Section 10.1 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 01/08/2014 together with Amendment 1 last signed on 02/27/2014.

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**

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

Clarence Brock, Budget Director
2014.12.23 08:47:20 -06'00'

Date: _____

County of Winnebago

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

Date: 12/23/14

Winnebago County Sheriff

By: Gary Christiansen
Gary Christiansen
Winnebago County Sheriff

12/22/2014

**AMENDMENT NO. 3
TO
HEALTH SERVICES AGREEMENT
(UIC REF. NO. CN-00009695)
BETWEEN
COUNTY OF WINNEBAGO ON BEHALF OF THE
WINNEBAGO COUNTY SHERIFF
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 Winnebago County Sheriff (hereinafter referred to as "Sheriff") 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 adult inmates for the term of January 5, 2014 through January 4, 2015 and

Whereas, County and UICOM-R amended the original Health Services Agreement by modifying Article XI, Compensation; Section 11.5, Decreases in Inmate Population on 02/27/2014; 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 I: HEALTH CARE SERVICES**, the following section 1.10 shall be added to read as follows:

Section 1.10 STI Testing

UICOM-R shall, as required, perform sexually transmitted infections (STI) testing on Inmates and County agrees to reimburse UICOM-R for each test performed as set forth in Section 11.7.

- II. **ARTICLE II: PERSONNEL**, the following section 2.1 shall be deleted in its entirety and be replaced as follows:

Section 2.1 Staffing.

UICOM-R shall sufficiently staff JAIL with the appropriate healthcare and non- healthcare

personnel, as determined based on need by UICOM-R. Staffing will be reviewed quarterly by UICOM-R in conjunction with County to ensure it is at an adequate level.

Additionally, a UICOM-R employed physician shall be on call 7 days/week, 24/hours/day.

UICOM-R has determined that the current staffing level is sufficient to adequately care for the health needs of an average daily Inmate population of up to 700 inmates.

- III. **ARTICLE X: TERM AND TERMINATION OF AGREEMENT**, the first paragraph of Section 10.1 shall be modified to read as follows:

Section 10.1 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.”

- IV. **ARTICLE XI: COMPENSATION**, the last line shall be modified to read as follows:

Section 11.3 Changes in Law or Population.

“Inmate Population per month (including Inmates sentenced to periodic imprisonment) over 850.”

- V. **ARTICLE XI: COMPENSATION**, the following section shall be modified to read as follows:

Section 11.4 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 UICOM-R by County hereunder for that month shall be increased by a per diem rate of ninety-nine Cents (\$.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 $150 \times 30 \times \$.99 = \$4,455.00$.] The average daily Inmate population shall be derived from the JAIL’s record of the Inmate meal counts.

- VI. **ARTICLE XI: COMPENSATION**, the following section shall be modified to read as follows:

Section 11.5 Decreases in Inmate Population.

If the average daily Inmate population, including Inmates sentenced to periodic imprisonment, for a calendar month during the term of this Agreement falls below 700, then the compensation payable to UICOM-R by the County hereunder for that month shall be decreased by a per diem rate of (\$.99) ninety nine cents for each Inmate (average) under 700

for each day of the month. The average daily Inmate population shall be derived from the Jail's record of the Inmate meal counts.

VII. **ARTICLE XI: COMPENSATION**, the following section shall be added to read as follows:

Section 11.7 STI Testing.

County agrees to reimburse UICOM-R \$40 for STI tests performed as required by court order or if the inmate is symptomatic. If STI testing is requested by the inmate and approved by the County, the County will reimburse UICOM-R for the cost of all requested testing, not to exceed \$10 per test.

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 01/08/2014 together with Amendment No. 1 last signed on 02/27/2014 and Amendment No. 2 last signed on 12/23/2014.

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, Comptroller

County of Winnebago

By: 
Scott H. Christiansen
Chairman, Winnebago County Board

Date: _____

Date: 12/23/2015

Winnebago County Sheriff

By: 
Gary Caruana
Winnebago County Sheriff

**AMENDMENT NO. 4
TO
HEALTH SERVICES AGREEMENT
(UIC REF. NO. CN-00009695)
BETWEEN
COUNTY OF WINNEBAGO ON BEHALF OF THE
WINNEBAGO COUNTY SHERIFF
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 Winnebago County Sheriff (hereinafter referred to as "Sheriff") 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 adult inmates for the term of January 5, 2014 through January 4, 2015 and

Whereas, County and UICOM-R amended the original Health Services Agreement by modifying Article XI, Compensation; Section 11.5, Decreases in Inmate Population on 02/27/2014; 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 X: TERM AND TERMINATION OF AGREEMENT**, the first paragraph of Section 10.1 shall be modified to read as follows:

Section 10.1 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 1/08/2014 together with Amendment No. 1 last signed on 2/27/2014 and Amendment No. 2 last signed on 12/23/2014 and Amendment No. 3 last signed on 1/04/2016.

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:

10/3/12

County of Winnebago

By:


Scott H. Christiansen
Chairman, Winnebago County Board

Date:

9/30/2012

Winnebago County Sheriff

By:


Gary C. Chuathua
Winnebago County Sheriff

**AMENDMENT NO. 5
TO
HEALTH SERVICES AGREEMENT
(UIC REF. NO. CN-00009695)
BETWEEN
COUNTY OF WINNEBAGO ON BEHALF OF THE
WINNEBAGO COUNTY SHERIFF
AND
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS**

This Amendment No. 5 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, 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 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 (hereinafter referred to as "the Agreement") for the provision of medical services to adult inmates for the term of January 5, 2014 through January 4, 2015; and

Whereas, County and UICOM-R in Amendment No. 1 amended the Agreement by modifying Article XI, Compensation; Section 11.5, Decreases in Inmate Population on 02/27/2014; and

Whereas, County and UICOM-R in Amendment No. 2 amended the Agreement by extending its term from January 5, 2015 through September 30, 2016; and

Whereas, County and UICOM-R in Amendment No. 4 amended the Agreement by extending its term from October 1, 2016 through November 30, 2016 (Amendment 4); and

Whereas, County and UICOM-R now desire to further extend the term of the 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 X: TERM AND TERMINATION OF AGREEMENT**, the first paragraph of Section 10.1 shall be modified to read as follows:

Section 10.1 Contract Term.

"This contract, which through amendments has been in effect continuously since January 5, 2014, 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 XI: COMPENSATION, 11.1 Base Compensation**, shall be modified to read as follows:

"11.1 Base Compensation. County will pay UICOM-R the sum of One Hundred Eighty Thousand Two Hundred Eighty One and Ninety Cents (\$180,281.90) 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 1/08/2014 or as modified by Amendment No. 1 last signed on 2/27/2014, Amendment No. 2 last signed on 12/23/2014, Amendment No. 3 last signed on 1/04/2016, and Amendment No. 4 last signed on 10/3/2016.

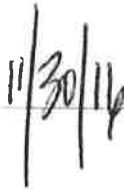
In witness whereof, County and UICOM-R have caused this Amendment No. 5 to be executed on the date and year last written below.

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

By:



Walter K. Knorr, Comptroller

Date:

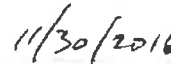


County of Winnebago

By:


Scott H. Christiansen
Chairman, Winnebago County Board

Date:



Winnebago County Sheriff

By:



Gary Caruana
Winnebago County Sheriff

AMENDMENT NO. 6
TO
HEALTH SERVICES AGREEMENT
(UIC REF. NO. CN-00009695)
BETWEEN
COUNTY OF WINNEBAGO ON BEHALF OF THE
WINNEBAGO COUNTY SHERIFF
AND
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

This Amendment No. 6 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, 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 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 (hereinafter referred to as "the Agreement") for the provision of medical services to adult inmates for the term of January 5, 2014 through January 4, 2015; and

Whereas, County and UICOM-R in Amendment No. 1 amended the Agreement by modifying Article XI, Compensation; Section 11.5, Decreases in Inmate Population on 02/27/2014; and

Whereas, County and UICOM-R in Amendment No. 2 amended the Agreement by extending its term from January 5, 2015 through January 4, 2016; and

Whereas, County and UICOM-R in Amendment No. 3 amended the Agreement by extending its term from January 5, 2016 through September 30, 2016; and by modifying Article I, Health Care Services and Article II, Staffing, and Article XI, Compensation; and

Whereas, County and UICOM-R in Amendment No. 4 amended the Agreement by extending its term from October 1, 2016 through November 30, 2016; and

Whereas, County and UICOM-R in Amendment No. 5 amended the Agreement by extending its term from December 1, 2016 through September 30, 2017; and

Whereas, County and UICOM-R now desire to further extend the term of the 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 X: TERM AND TERMINATION OF AGREEMENT**, the first paragraph of Section 10.1 shall be modified to read as follows:

Section 10.1 Contract Term.

"This contract, which through amendments has been in effect continuously since January 5, 2014, shall expire on November 30, 2017 at 11:59 p.m."

II. **ARTICLE XI: COMPENSATION, 11.1 Base Compensation**, shall be modified to read as follows:

"11.1 Base Compensation. County will pay UICOM-R the sum of One Hundred Ninety Four Thousand Two Hundred Forty One and Forty-Two Cents (\$194,241.42) per month for the period of October 1, 2017 through November 30, 2017. 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 1/08/2014 or as modified by Amendment No. 1 last signed on 2/27/2014, Amendment No. 2 last signed on 12/23/2014, Amendment No. 3 last signed on 1/04/2016, Amendment No. 4 last signed on 10/3/2016, and Amendment No. 5 last signed on 11/30/16.

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:

10-2-17

County of Winnebago

By:

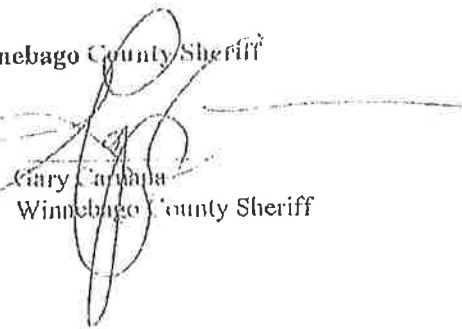

Frank Jancy
Chairman, Winnebago County Board

Date:

9-27-17

Winnebago County Sheriff

By:


Gary Carabba
Winnebago County Sheriff

**AMENDMENT NO. 7
TO
HEALTH SERVICES AGREEMENT
(UIC REF. NO. CN-00009695)
BETWEEN
COUNTY OF WINNEBAGO ON BEHALF OF THE
WINNEBAGO COUNTY SHERIFF
AND
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS**

This Amendment No. 7 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, 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 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 (hereinafter referred to as "the Agreement") for the provision of medical services to adult inmates for the term of January 5, 2014 through January 4, 2015; and

Whereas, County and UICOM-R in Amendment No. 1 amended the Agreement by modifying Article XI, Compensation; Section 11.5, Decreases in Inmate Population on 02/27/2014; and

Whereas, County and UICOM-R in Amendment No. 2 amended the Agreement by extending its term from January 5, 2015 through January 4, 2016; and

Whereas, County and UICOM-R in Amendment No. 3 amended the Agreement by extending its term from January 5, 2016 through September 30, 2016; and by modifying Article I, Health Care Services and Article II, Staffing, and Article XI, Compensation; and

Whereas, County and UICOM-R in Amendment No. 4 amended the Agreement by extending its term from October 1, 2016 through November 30, 2016; and

Whereas, County and UICOM-R in Amendment No. 5 amended the Agreement by extending its term from December 1, 2016 through September 30, 2017; and

Whereas, County and UICOM-R in Amendment No. 6 amended the Agreement by extending its term from October 1, 2017 through November 30, 2017; and

Whereas, County and UICOM-R now desire to further extend the term of the 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: SPACE, MEDICAL SUPPLIES, AND PHARMACEUTICALS**, Section 7.7 shall be deleted in its entirety and replaced as follows:

Section 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 main jail facility 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:

Pharmaceuticals related to the treatment of sexually transmitted infections (STDs/STIs) or their sequelae. [Whenever possible UICOMR will obtain these pharmaceuticals from the Winnebago County Health Department. The County is responsible for the cost, if any, of these pharmaceuticals,]

Pharmaceuticals related to the treatment of HIV, AIDs or their sequelae. [Whenever possible UICOMR will obtain these pharmaceuticals from the Crusader Clinic in Rockford, IL. The County is responsible for the cost, if any, of these pharmaceuticals.]

Pharmaceuticals related to pre-term labor. [Whenever possible UICOMR will obtain these pharmaceuticals from Crusader Clinic in Rockford, IL. The County is responsible for the cost, if any, of these pharmaceuticals.]

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 the Crusader Clinic in Rockford, IL. 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 the Crusader Clinic in Rockford, IL. 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.”

II. ARTICLE IX: MENTAL HEALTH SERVICES, shall be deleted in its entirety and replaced with the following:

"UICOMR will collaborate with mental health services contracted by the County to support all reasonably necessary mental health services which are required by any inmate and are of a type that can be reasonably rendered onsite. These services shall be provided on site at the JAIL, to the extent reasonably possible. County shall be responsible for the cost of mental health services.

III. ARTICLE X: TERM AND TERMINATION OF AGREEMENT, the first paragraph of Section 10.1 shall be modified to read as follows:

Section 10.1 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."


IV. ARTICLE XI: COMPENSATION, 11.1 Base Compensation, shall be modified to read as follows:

"11.1 Base Compensation. County will pay UICOM-R the sum of One Hundred Ninety Three Thousand Five Hundred Forty One Dollars and Forty Two Cents (\$193,541.42) 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."

V. 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 1/08/2014 or as modified by Amendment No. 1 last signed on 2/27/2014, Amendment No. 2 last signed on 12/23/2014, Amendment No. 3 last signed on 1/04/2016, Amendment No. 4 last signed on 10/3/2016, Amendment No. 5 last signed on 11/30/16, and Amendment No. 6 last signed on 10/2/2017.

In witness whereof, County and UICOM-R have caused this Amendment No. 7 to be executed on the date and year last written below.


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


Avijit Ghosh

By: _____
Avijit Ghosh, Interim Comptroller

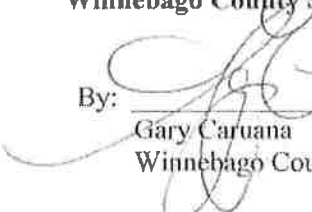
Date: Bernadette Rossmore,
—Coordinator of Business and
Financial Services
2017.11.14 14:47:37 -06'00'

County of Winnebago


By: _____
Frank Haney
Chairman, Winnebago County Board

Date: 11-9-17

Winnebago County Sheriff


By: _____
Gary Caruana
Winnebago County Sheriff