

# **PUBLIC SAFETY and JUDICIARY COMMITTEE**

## **AGENDA**

**Called by:** Brad Lindmark, Chairman  
**Members:** Aaron Booker, Tim Nabors, Angie Goral, Kevin McCarthy, Chris Scrol, Michael Thompson

**DATE:** WEDNESDAY, MARCH 19, 2025  
**TIME:** 5:30 PM  
**LOCATION:** ROOM 303  
COUNTY ADMINISTRATION BLDG  
404 ELM STREET  
ROCKFORD, IL 61101

### **AGENDA:**

- A. Call to Order
- B. Roll Call
- C. Approval of February 19, 2024 Minutes
- D. Public Comment – This is the time we invite the public to address the Public Safety and Judiciary Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Resolution Authorizing the Chairman of the Winnebago County Board to Execute an Intergovernmental Cooperation Agreement for Animal Control with the Village of Machesney Park
- F. Resolution Awarding Inmate and Detainee Healthcare Services for Winnebago County Jail and Juvenile Detention Center
- G. Resolution Authorizing the County Board Chairman to Amend Contract for Telecommunication Services for Inmates of the Winnebago County Jail
- H. Future Agenda Items
- I. Adjournment

**Winnebago County Board**  
**Public Safety and Judiciary Committee Meeting**  
County Administration Building  
404 Elm Street, Room 303  
Rockford, IL 61101

Wednesday, February 19, 2025  
5:30 PM

**Present:**

Brad Lindmark, **Chairperson**  
Aaron Booker  
Angie Goral  
Kevin McCarthy  
Tim Nabors  
Chris Scrol  
Michael Thompson

**Others Present:**

Marlana Dokken, Director, Chairman's Office of Criminal Justice Initiatives  
Debbie Jarvis, Director of Court Services, Adult Probation  
Rick Ciganek, Chief Deputy, Winnebago County Sheriff's Office  
Hope Edwards, Director, Purchasing  
Jennifer Stacy, Administrator, Winnebago County Animal Services

**AGENDA:**

- A. Call to Order
- B. Roll Call
- C. Approval of November 18, 2024 Minutes
- D. Public Comment – This is the time we invite the public to address the Public Safety and Judiciary Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign-up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgment by the chair, please stand and state your name. Thank you.
- E. Court Services Project Updates – Debbie Jarvis
- F. Resolution Authorizing the Chairman of the County Board to Execute an Accreditation Contract with the American Correctional Association (ACA)
- G. Resolution Authorizing the Chairman of the County Board to Execute an Intergovernmental Agreement with the City of South Beloit Fire Department for Fire and EMS Dispatch Services
- H. Resolution Authorizing the Chairman of the County Board to Execute an Intergovernmental Agreement with Win-Bur-Sew Fire Protection District for Fire and EMS Dispatch Services
- I. Resolution to Award Annual Maintenance Agreement for X-Ray Scanners
- J. Resolution Awarding a Veterinarian Services Agreement Between Winnebago County Animal Services and Shelter Vet-On-The-Go, PLLC
- K. Future Agenda Items
- L. Adjournment

**Call to Order**

Chairperson Lindmark called the meeting to order at 5:30 PM.

### **Roll Call**

Chairperson Lindmark yes, Mr. Booker yes, Ms. Goral yes, Mr. McCarthy yes, Mr. Nabors yes, Mr. Scrol yes, Mr. Thompson yes.

### **Approval of November 18, 2024 Minutes**

Chairperson Lindmark called for a motion to approve the November 18, 2024 meeting minutes.

Motion: Mr. Booker. Second: Mr. Nabors.

The motion was passed by a unanimous voice vote.

### **Public Comment**

Chairperson Lindmark omitted reading the Public Comment Section of the Agenda due to no one was present to speak.

### **Court Services Project Updates - Debbie Jarvis**

Ms. Jarvis gave an update on the Court Services Project.

### **Resolution Authorizing the Chairman of the County Board to Execute an Accreditation Contract with the American Correctional Association (ACA)**

Motion: Mr. Booker. Second: Mr. Thompson.

Chairperson Lindmark called for any discussion.

- Discussion followed.

The motion was passed by a unanimous voice vote.

### **Resolution Authorizing the Chairman of the County Board to Execute an Intergovernmental Agreement with the City of South Beloit Fire Department for Fire and EMS Dispatch Services**

Motion: Mr. Thompson. Second: Mr. Booker.

Chairperson Lindmark called for any discussion.

- Discussion followed.

The motion was passed by a unanimous voice vote.

### **Resolution Authorizing the Chairman of the County Board to Execute an Intergovernmental Agreement with Win-Bur-Sew Fire Protection District for Fire and EMS Dispatch Services**

Motion: Mr. Booker. Second: Mr. Thompson.

Chairperson Lindmark called for any discussion.

- Discussion followed.

The motion was passed by a unanimous voice vote.

### **Resolution to Award Annual Maintenance Agreement for X-Ray Scanners**

Motion: Mr. McCarthy. Second: Mr. Nabors.

Chairperson Lindmark called for any discussion.

- Discussion followed.

The motion was passed by a unanimous voice vote.

### **Resolution Awarding a Veterinarian Services Agreement Between Winnebago County Animal Services and Shelter Vet-On-The-Go, PLLC**

Motion: Ms. Goral. Second: Mr. Nabors.

Chairperson Lindmark called for any discussion.

- Discussion followed.

The motion was passed by a unanimous voice vote.

### **Future Agenda Items**

- No future agenda items reported.

### **Adjournment**

Chairperson Lindmark called for a motion to adjourn.

The motion to adjourn was made and seconded.

The motion was passed by a unanimous voice vote.

Respectfully submitted,

Nancy Bleile  
Executive Assistant



# Resolution Executive Summary

**Committee Date:** Wednesday, March 19, 2025

**Committee:** Public Safety & Judiciary

**Prepared By:** Jennifer Stacy

**Document Title:** Resolution Authorizing the Chairman of the Winnebago County Board to Execute an Intergovernmental Cooperation Agreement for Animal Control with the Village of Machesney Park

**County Code:** N/A

**Board Meeting Date:** Thursday, March 27, 2025

**Budget Information:**

<b>Was item budgeted?</b> NA	<b>Appropriation Amount:</b>
<b>If not, explain funding source:</b>	
<b>ORG - OBJ - Project Code:</b>	<b>Budget Impact:</b>

**Background Information:**

Winnebago County Animal Services has provided animal control services concerning dogs, cats and other animals to the Village of Machesney Park for many years. The service of providing animal control is a revenue source for Animal Services and annual invoices are based on the number of activity calls responded to by Animal Services Officers, the number of animals impounded and total population within the village limits. This updated IGA is for one year and shall be renewed for one-year periods, unless either party chooses to terminate in writing within 180 days' notice.

**Recommendation:**

Jennifer Stacy, Administrator of Animal Services, recommends approval of the Agreement with the Village of Machesney Park.

**Contract/Agreement:**

See Resolution Exhibit A.

**Legal Review:**

Yes

**Follow-Up:**

Animal Services will route the Agreement for signatures.

**Animal Services Department**

4517 N. Main Street, Rockford, IL 61103 | [www.wincoil.gov](http://www.wincoil.gov)

Phone: (815) 319 - 4100 | E-mail: [wcas@wincoil.us](mailto:wcas@wincoil.us)

**RESOLUTION  
OF  
THE COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

**SUBMITTED BY: PUBLIC SAFETY & JUDICIARY COMMITTEE**

**2025 CR \_\_\_\_\_**

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**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE WINNEBAGO COUNTY BOARD TO EXECUTE AN INTERGOVERNMENTAL COOPERATION AGREEMENT FOR ANIMAL CONTROL WITH THE VILLAGE OF MACHESNEY PARK**

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**WHEREAS**, the County of Winnebago, Illinois (hereinafter, “County”), pursuant to the Illinois Animal Control Act, is charged with the establishment of an Animal Control division, for the implementation and enforcement of certain policies and laws related to animals; and

**WHEREAS**, the Illinois Animal Control Act does not limit the power of any municipality or other political subdivision to further control or regulate dogs, cats or other animals; and

**WHEREAS**, the Village of Machesney Park, Illinois (hereinafter, “Village”) has enacted ordinances regulating dogs, cats and other animals which go beyond provisions of the Illinois Animal Control Act and which the County is under no duty or obligation to enforce; and

**WHEREAS**, the Village agrees animal control, and especially stray animal control, is a quality-of-life issue and that the Village desires to provide options for citizens with regards to dogs and cats who may be lost or homeless within the Village; and

**WHEREAS**, the Village and County mutually agree and desire to embrace a progressive and compassionate view of animal control in keeping with best practices and data-proven means of decreasing euthanasia, decreasing unwanted litters and decreasing the numbers of lost and homeless pets over time; and

**WHEREAS**, the Village does not have the personnel, equipment, supplies and facilities to adequately enforce its Animal Control ordinances; and

**WHEREAS**, the County impounds stray animals throughout the County and houses stray domestic animals in accordance with State statute; and

**WHEREAS**, the Village and County are each units of local government as defined by Article VII, Section 1 of the Constitution of the State of Illinois and are empowered, pursuant to the authority granted to them by the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and intergovernmental agreements as provided by Article VII, Section 10 of the Constitution of the State of Illinois; and

**WHEREAS**, in order to enforce the Illinois Animal Control Act and the ordinances of the Village regarding animal control in a manner that is best least costly to taxpayers and hold

animal owners accountable for the humane treatment of animals it is in the best interests of the citizens of the Village and the County to enter into an intergovernmental agreement for animal control.

**NOW, THEREFORE**, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the Intergovernmental Cooperation Agreement for Animal Control with the Village of Machesney Park, Illinois, in substantially the same form as the Agreement set forth in Exhibit A.

**BE IT FURTHER RESOLVED**, that this Resolution shall be effective on its adoption.

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board of the County of Winnebago is directed to prepare and deliver certified copies of this resolution to the Winnebago County Chief Operations Officer, County Finance Director, County Administrator, Animal Services Administrator, and the County Auditor.

Respectfully submitted,  
**Public Safety & Judiciary Committee**

**AGREE**

**DISAGREE**

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BRAD LINDMARK, CHAIR

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BRAD LINDMARK, CHAIR

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AARON BOOKER

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AARON BOOKER

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ANGIE GORAL

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ANGIE GORAL

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KEVIN MCCARTHY

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KEVIN MCCARTHY

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TIM NABORS

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TIM NABORS

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CHRIS SCROL

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CHRIS SCROL

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MICHAEL THOMPSON

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MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2025.

ATTESTED BY:

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JOSEPH CHIARELLI  
CHAIRMAN OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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LORI GUMMOW  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS



**INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL CONTROL  
WITH THE VILLAGE OF MACHESNEY PARK**

This Intergovernmental Agreement (hereinafter “Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the County of Winnebago, Illinois, a body politic and corporate, (hereinafter “County”) and the Village of Machesney Park, a body politic and corporate (hereinafter “Village”). The County and Village are collectively referred to herein as “Parties” or individually as a “Party”.

WHEREAS, the County, pursuant to the Illinois Animal Control Act, is charged with the establishment of an Animal Control division, for the implementation and enforcement of certain policies and laws related to animals; and

WHEREAS, the Illinois Animal Control Act does not limit the power of any municipality or other political subdivision to further control or regulate dogs, cats or other animals; and

WHEREAS, the Village has enacted ordinances regulating dogs, cats and other animals which go beyond provisions of the Illinois Animal Control Act and which the County is under no duty or obligation to enforce; and

WHEREAS, the Village agrees animal control, and especially stray animal control, is a quality of life issue and that the Village desires to provide options for citizens with regards to dogs and cats who may be lost or homeless within the Village; and

WHEREAS, the Village and County mutually agree the Village of Machesney Park and the County of Winnebago desire to embrace a progressive and compassionate view of animal control in keeping with best practices and data-proven means of decreasing euthanasia, decreasing unwanted litters and decreasing the numbers of lost and homeless pets over time; and

WHEREAS, the Village does not have the personnel, equipment, supplies and facilities to adequately enforce its Animal Control ordinances; and

WHEREAS, the County impounds stray animals throughout the County and houses stray domestic animals in accordance with State statute; and

WHEREAS, the Village and County are each units of local government as defined by Article VII, Section 1 of the Constitution of the State of Illinois and are empowered, pursuant to the authority granted to them by the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and intergovernmental agreements as provided by Article VII, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, in order to enforce the Illinois Animal Control Act and the ordinances of the Village regarding animal control in a manner that is best least costly to taxpayers and hold animal owners accountable for the humane treatment of animals it is in the best interests of the

citizens of the Village and the County to enter into an intergovernmental agreement for animal control.

NOW, THEREFORE, the Village and the County, for the consideration hereinafter set forth hereby agree as follows:

## **I. DEFINITIONS**

For purposes of this Agreement, the words and phrases listed hereunder have the meanings designated herein except when a particular context clearly requires a different meaning:

- A. “Administrator” means the appointed Administrator of the Animal Services Division of the County of Winnebago, or his/her duly authorized representative.
- B. “Village” means Village of Machesney Park.
- C. “County” means the County of Winnebago, Illinois.
- D. “County Board” means the County Board of the County of Winnebago, Illinois.
- E. “Animal Services” means the Animal Services Division of the County of Winnebago.
- F. “Animal Control Officer” means a person employed by Animal Services to respond on the scene to calls for animal related issues pursuant to this Agreement.
- G. “Village Administrator” means the Village Administrator of the Village of Machesney Park, Illinois.
- H. “Finance & HR Director” means the Finance and Human Resources Director of the Village of Machesney Park.
- I. “Code Enforcement Officer” means the Code Enforcement Inspector of the Village of Machesney Park, Illinois.
- J. “Village Staff” means the Village Administrator, the Finance & HR Director, and the Code Enforcement Officer, collectively.

## **II. PURPOSE AND OBJECTIVE**

The purpose of this Agreement is to enable the County, through its Animal Services department, to enforce Village ordinances which regulate and control dogs and cats and to decrease the rate of euthanasia of animals by forming partnerships to promote adoption, rescue and education.

## **III. AUTHORITY**

The Village and the County are each units of local government as defined by Article VII, Section 1 of the Constitution of the State of Illinois. This agreement is entered into by the Village and County pursuant to the constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 Illinois Compiled Statutes 220/1, et seq.), which implements Article VII, Section 10 of the Constitution of the State of Illinois.

## IV. COUNTY RESPONSIBILITIES

### A. Scope of Services

The County shall provide the following animal control services to the Village:

1. Enforcement of the Animal Control Act (510 ILCS 5/1 et seq.), Humane Care for Animals Act (510 ILCS 70/1 et seq.), Animal Mortality Act (225 ILCS 610/1 et seq.).
2. Enforcement of only the following specified sections or articles, as modified, of the Village of Machesney Park Code of Ordinances governing Animals, to the exclusion of any sections or articles not listed. The following specified sections and articles are to be enforced as they exist, and as modified below, as of the date of signing of this Agreement by the County. Any changes to these specified portions shall be provided to and reviewed with the County and the Administrator of Animal Services and must be agreed upon by all parties.
  - a. Chapter 6, Article I, Section 6-1 – Animal Defecation Prohibited
  - b. Chapter 6, Article I, Section 6-2 – Sale of Animals
  - c. Chapter 6, Article I, Section 6-3 – Slaughter of Livestock
  - d. Chapter 6, Article II, Section 6-22 – Number of Dogs Allowed
  - e. Chapter 6, Article III – Animals Running at Large
  - f. Chapter 6, Article IV, Section 6-74 – Restrictions (Dangerous Dogs)
  - g. Chapter 6, Article IV, Sections 6-75 through 78 – Impounding – *Modified: Animal Services shall apprehend and may impound on a discretionary basis under this provision.*
  - h. Chapter 24, Article III, Division II, Section 24-121 – Animal Noise – *Modified: Animal Services will enforce only as to dogs.*
3. Enforcement of sections of Chapter 14 of the Winnebago County Code of Ordinances governing Animals, which are not in conflict with the foregoing specified portions of the Village of Machesney Park Code, enumerated in Paragraph 2 above. These Winnebago County ordinances would include, but are not limited to, those sections governing rabies vaccination and registration of dogs and cats.
4. Timely answer and investigate inquiries or complaints regarding the enforcement of local ordinance and state statute.
5. Impose and collect the following fees: boarding, reclaim, micro chipping, and spay and neuter fees for animals in the Village.
6. Provide the necessary equipment, kennel space, office space, and qualified personnel necessary to carry out the County's obligations under this Intergovernmental Agreement for Animal Control.
7. Continue to partner with local and regional animal welfare and rescue organizations to facilitate adoptions and alternatives to euthanasia of cats and dogs.
8. Respond to requests within the corporate limits of the Village to remove deceased domestic animals.
9. Pursue, apprehend, impound stray animals.

B. Reporting

1. Maintain books, records and documents, which sufficiently and properly account for the number of service calls in the Village pursuant to the terms of this Agreement.
2. Provide monthly reports to Village Staff by email, containing the following information related to activity within the corporate boundaries of the Village:
  - a. The number and type of activity calls and investigations.
  - b. The number of animals impounded by species.
  - c. The number of animals released by species and by outcome type (adoption, transfer, return to owner, euthanasia, etc.).
3. The Administrator of Animal Services or his designee shall provide information to the Village Board of Trustees in person, as requested by the Village Administrator.
4. Further detail on calls, including address and type of call, shall be available upon request.

C. Compensation

The County shall invoice the Village on an annual basis for the services provided, which shall be delivered to the Village by September 15<sup>th</sup> of each year, and with payment to be made within thirty (30) days.

The amount of the invoice for the service year shall be based on the Village's percentage share of each of three (3) factors as it relates to the County as a whole: population, total cases, and total animal intake/impoundment. Then the average percentage of said factors is calculated to determine the invoice amount for the service year. The County shall provide a summary of their operating costs to Village Staff on an annual basis. The year-to-year cost increase shall not exceed 3%.

**V. VILLAGE REPONSIBILITIES**

A. Payment

The Village shall compensate the County for the scope of services identified in Section IV subsection (A), and as reflected in Section IV subsection (C) of this Agreement above.

The Village agrees to payment of \$63,210.00 in full and final payment for the outstanding invoice for services rendered by the County to the Village of Machesney Park Fiscal Year 2022-2023 and \$60,230.07 in full and final payment for the services rendered by the County to the Village of Machesney Park Fiscal Year 2023-2024 for animal control services within thirty (30) days of the adoption of this agreement by both parties.

- B. The Village shall provide police assistance when requested for the safety of Animal Control Officers or to assist with compliance with directives of Animal Control Officers.

**VI. GENERAL PROVISIONS**

A. Notice

- 1. Any notice required under this Agreement for the Village of Machesney Park be directed to:

Village Administrator  
300 Roosevelt Rd.  
Machesney Park, IL 61115

- 2. Any notice required under the Agreement shall for the County be directed to:

Winnebago County Administrator  
404 Elm Street, Room 533  
Rockford, IL 61101

B. Termination

This Agreement may be terminated by either party upon written notice provided to the other party at least (180) days prior to the end of the agreement term. Any work performed prior to termination date shall be compensated for.

C. Effective Date and Term

Upon the affixing of the last signature of any officer required to sign this Agreement, this Agreement shall become effective upon the approval of the Machesney Park Village Board, Machesney Park, Illinois and the County of Winnebago Board, Winnebago County, Illinois approving the agreement, which the latter approval date shall be deemed the “Effective Date” and shall remain in effect through April 30, 2026. However, if neither party delivers a notice of termination to the other party prior to April 30<sup>th</sup> of the year this Agreement is scheduled to expire, then this Agreement shall automatically renew for one (1) year periods.

D. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

E. Entire Agreement

This Agreement represents the entire and integrated Agreement, subject to the requirements of the Animal Control Act, between the Village and the County, and superseded and replaces any previous Intergovernmental Agreement for Animal Services entered into between the Village and County. None of the provisions of

this Agreement may be waived, changed or modified except by an instrument in writing signed by both parties hereto.

F. Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**COUNTY OF WINNEBAGO, ILLINOIS**  
a body politic and corporate

\_\_\_\_\_  
Joseph V. Chiarelli  
Chairman of the County Board of the  
County of Winnebago, Illinois

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Lori Gummow  
Clerk of the County Board of the  
County of Winnebago, Illinois

Date: \_\_\_\_\_

**VILLAGE OF MACHESNEY PARK, ILLINOIS**  
a body politic and corporate

\_\_\_\_\_  
Steve Johnson, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sarah Cortinas, Deputy Clerk

Date: \_\_\_\_\_



# Resolution Executive Summary

**Prepared By:** Purchasing Department  
**Committee:** Public Safety and Judiciary Committee  
**Committee Date:** March 19, 2025  
**Board Date:** March 27, 2025  
**Resolution Title:** Resolution Awarding Inmate and Detainee Healthcare Services for Winnebago County Jail and Juvenile Detention Center

## Budget Information

<b>Was item budgeted?</b> Yes	<b>Amount Budgeted?</b>
<b>If not, originally budgeted, explain the funding source?</b>	
<b>Over or Under approved amount? By:</b>	
<b>ORG/OBJ/Project Codes:</b> 40115-43150	\$3,599,499 <b>Descriptor:</b> WCSO/Jail- Department & Commissary
<b>ORG/OBJ/Project Codes:</b> 43100-43150	\$263,936 <b>Descriptor:</b> JDC- Detention Levy
<b>Budget Impact?</b> \$3,863,435 (Annual)	

**Background Information:** The current inmate and detainee Medical Services contract between the University of Illinois College of Medicine Rockford (UICOMR), the Winnebago County Sheriff's Office and the Juvenile Detention Center will expire at the end of March. The UICOMR has been the County's provider for the past 18 years.

To find the most qualified health care provider, the Purchasing Department worked closely with the Jail and Juvenile Detention Administration to develop a comprehensive and detailed Request for Proposal. The RFP 24P-2349 Inmate Healthcare Services- JDC and Jail solicitation was released in the summer of 2024. The solicitation was sent to several local health care providers, as well as, posted on DemandStar, a government bidding portal.

On July 30, 2024, the Purchasing Department received three submissions to the RFP (See Resolution Exhibit A). The UICOMR had the most responsive and cost-effective submission.

While negotiating this contract, UIC has held the rates from the previous contract as a part of the first six months. The new agreement will provide us with the ability to hold the fees from April 1, 2025 – September 30, 2026 (See Resolution Exhibit B) for historical and annual expenditure breakdown.

UICOMR MONTHLY RATE (18 MONTHS)		
VENDOR	Jail/Monthly	JDC/Monthly
UNIVERSITY OF ILLINOIS COLLEGE OF MEDICINE (UICOMR)	\$ 299,958	\$ 21,995

**Recommendation:** Therefore, it is the recommendation of the Juvenile Detention Center Superintendent, Julie McCray-Grotto, the Director of Court Services, Deb Jarvis, Jail Superintendent, Kevin Ogden, and Corrections Bureau Captain, Justin Egler, to award a multi-year contract to UIC College of Medicine Rockford.

**Contract/Agreement:** The agreement is for an initial 18-month period with four one-year renewal options.

**Legal Review:** The State Attorney's Office reviewed the contract agreements (See Resolution C and D).

**Follow-Up Steps:** Purchasing Department will route agreements for the proper signatures.

**RESOLUTION  
of the  
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

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

2025 CR

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**RESOLUTION AWARDING INMATE AND DETAINEE HEALTHCARE SERVICES FOR WINNEBAGO  
COUNTY JAIL AND JUVENILE DETENTION CENTER**

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**WHEREAS**, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$30,000 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357(g) (Cooperative Joint Purchasing) or as provided by State statute; and,

**WHEREAS**, the County is in need of having a new Inmate Healthcare Services contract in place for both the Juvenile Detention Center and the Jail; and,

**WHEREAS**, the County Purchasing Department went out for Request for Proposal 24P-2349 Inmate Healthcare Services- Juvenile Detention Center and Jail in July 2024 and three responses were received (See Resolution Exhibit A); and,

**WHEREAS**, the Public Safety Committee of the County Board for the County of Winnebago, Illinois has reviewed the proposals received for the aforementioned item(s) and recommends awarding the proposals as follows;

**UNIVERSITY OF ILLINOIS COLLEGE OF MEDICINE ROCKFORD  
1601 PARKVIEW AVENUE  
ROCKFORD, IL 61107**

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman execute agreements with the UIC College of Medicine Rockford, 1607 Parkview Avenue, Rockford, Illinois 61107 in substantially the same form as that attached hereto as Resolution Exhibit C for the Jail and Resolution Exhibit D for the Juvenile Detention Center.

**BE IT FURTHER RESOLVED**, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Sheriff, Corrections Superintendent, Corrections Bureau Captain, Director of Court Services, Juvenile Detention Superintendent, Finance Director, Director of Purchasing and County Auditor.



Respectfully submitted,

**PUBLIC SAFETY and JUDICIARY COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
BRAD LINDMARK, CHAIRMAN

\_\_\_\_\_  
BRAD LINDMARK, CHAIRMAN

\_\_\_\_\_  
AARON BOOKER

\_\_\_\_\_  
AARON BOOKER

\_\_\_\_\_  
KEVIN MCCARTHY

\_\_\_\_\_  
KEVIN MCCARTHY

\_\_\_\_\_  
MICHAEL THOMPSON

\_\_\_\_\_  
MICHAEL THOMPSON

\_\_\_\_\_  
CHRIS SCROL

\_\_\_\_\_  
CHRIS SCROL

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
TIM NABORS

\_\_\_\_\_  
TIM NABORS

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

ATTESTED BY:

\_\_\_\_\_  
**JOSEPH V. CHIARELLI**  
CHAIRMAN OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

\_\_\_\_\_  
**LORI GUMMOW**  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS



**WINNEBAGO COUNTY**  
— ILLINOIS —

**PROPOSAL TAB**

**24P-2349 INMATE HEALTH CARE SERVICES- JDC & JAIL**

**AUGUST 13, 2024 -2:00 P.M.**

**University of Illinois  
College of Medicine (UICOMR)  
Rockford, IL**

Advanced Correctional  
Healthcare Inc.  
Franklin, TN

Wellpath  
Nashville, TN

24P-2349 INMATE HEALTHCARE SERVICES- JDC & JAIL				
UICOMR HISTORICAL RATES				
TERM	Jail/Monthly	Jail/Annual	JDC/Monthly	JDC/Annual
4/1/19-3/31/20	\$ 211,262	\$ 2,535,152	\$ 14,444	\$ 173,326
4/1/20-3/31/21	\$ 222,487	\$ 2,669,840	\$ 15,099	\$ 181,193
4/1/21-3/31/22	\$ 240,095	\$ 2,881,136	\$ 15,698	\$ 188,381
4/1/22 – 3/31/23	\$ 246,072	\$ 2,952,862	\$ 16,520	\$ 198,243
4/1/23 – 3/31/24	\$ 261,359	\$ 3,136,303	\$ 17,479	\$ 209,748
4/1/24-3/31/25	\$ 271,813	\$ 3,261,756	\$ 18,121	\$ 217,455
UICOMR NEW CONTRACT RATES				
TERM	Jail/Monthly	Jail/Annual	JDC/Monthly	JDC/Annual
4/1/25-9/30/26	\$299,958	\$3,599,499	\$21,995	\$263,936

  

VENDOR PROPOSAL COMPARISON				
VENDOR	Jail/Monthly	Jail/Annual	JDC/Monthly	JDC/Annual
UNIVERSITY OF ILLINOIS COLLEGE OF MEDICINE (UICOMR)	\$299,958	\$3,599,499	\$21,995	\$263,936
ADVANCED CORRECTIONAL HEALTHCARE	\$464,878	\$5,578,531	\$24,749	\$296,991
WELLPATH	\$483,742	\$5,804,906	\$74,548	\$894,573

**HEALTH SERVICES AGREEMENT**  
**(UIC ref. no. CN-00090576)**

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

**WITNESSETH:**

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

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

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

**ARTICLE I: HEALTH CARE SERVICES.**

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

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

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

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

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

UICOMR will provide up to eight (8) hours of optometry services per month for adult inmates. Services include eye exams, fitting for eyeglasses with reduced cost eyeglass options, retinal exams for those with diabetes, as well as evaluation of eye complaints. Services will be available to county and federal inmates.

**Emergency Services.** UICOMR shall provide at its expense such emergency medical treatment to the Inmates as is necessary and can be appropriately given on-site. UICOMR shall at its cost also provide emergency medical treatment to inmates being held by the Sheriff pursuant to periodic

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

**1.4 Hospitalization Services.** UICOMR will arrange for the admission into a hospital located in Rockford, Illinois of any Inmate who in the opinion of the treating provider/physician and/or Medical Director requires hospitalization. UICOMR's provider/physician and/or Medical Director shall monitor the treatment and progress of any hospitalized Inmate. At UWHealth Northern Illinois Swedish American Hospital, all Inmates are followed by a UICOMR resident/physician per existing admission processes. UICOMR will not be responsible for the costs incurred due to the hospitalization of an Inmate. UICOMR will assist County in negotiating contracts for hospitalization services.

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

**1.6 Elective Medical Care.** UICOMR will not be responsible for the provision of elective medical care to the Inmates. For purposes of this Agreement, "elective medical care" means medical care which

**1.7** h, if not provided, would not, in the opinion of the UICOMR's treating medical practitioner, cause the Inmate's physical health to deteriorate or cause physical harm to the Inmate. Decisions concerning elective medical care shall be consistent with the applicable American Medical Association (AMA) Standards.

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

**1.9 Collection of Physical Evidence.** UICOMR shall, upon request, collect physical evidence (blood, hair, semen, saliva, etc.), when the request for such search or collection is accompanied by a written court order or the Inmate in question gives written permission for such

search or collection to take place. UICOMR shall not bear the cost of testing the collected evidence. After collecting evidence, UICOMR will turn the specimen over to County or a court-designated representative to complete chain-of-evidence. Health care personnel shall also offer court testimony relative to such collection, when necessary.

**1.10 STI Testing.** UICOMR shall, as required, perform sexually transmitted infection (STI) testing on inmates.

**ARTICLE II: PERSONNEL.**

**2.1 Staffing.** UICOMR shall, at its expense and in its sole discretion, provide medical, dental, and nursing personnel sufficient to promptly render, on-site to Inmates, all reasonably necessary health care services as described herein. UICOMR will determine the staffing levels to adequately care for the health needs of an average daily population of up to eight hundred and fifty (850) inmates. The UICOMR health care staff necessary is expected to include:

<u>Position</u>	<u>FTE (Full Time Equivalent equals 40 hours per week)</u>
RN Administrator	1.00
Physician	.10
NP	1.40 (Approximately)
RN/LPN	14.00 (Approximately)
Nurse Technician	2.6

See Staffing Plan attached as Exhibit A.

Additionally, a physician shall be on-call for staff, 7 days/week, 24 hours/day. UICOMR will provide vacation and holiday coverage as required. Other staffing (e.g. physical therapy and dental services) will be subcontracted.

UICOMR reserves the right, in its sole discretion, to change the composition of medical staffing and individual hours worked by RNs, LPNs, MAs, or NTs respectively, leaving total coverage for nursing services to change based on average daily population of inmates.

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

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

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

**2.5 Approval of Sheriff.** UICOMR agrees to provide the Sheriff with the names, Social Security Numbers, copies of driver's license and dates of birth of all employees and subcontractors to be used by UICOMR to provide services under this Agreement. UICOMR shall provide a written, signed waiver to the Sheriff from each of UICOMR's employees and subcontractors giving the Sheriff permission to conduct thorough and complete background checks. UICOMR agrees to not use any employees or subcontractors in the performance of its obligations under this Agreement with respect to whom the Sheriff has not given, or has revoked, written security clearance.

### **ARTICLE III: ACCREDITATION.**

UICOMR will assist County in applying for accreditation for the Winnebago County Jail Inmate Health Care Program pursuant to the American Correctional Association (ACA) standards (County's preferred standard).



## **ARTICLE IV: EDUCATION AND TRAINING.**

UICOMR will at its expense conduct an on-going health education program for the UICOMR nursing staff at the JAIL. This health care education program will include, but not be limited to, programs in first aid, signs and symptoms of chemical dependency, reactions to medical emergencies, etc. UICOMR will provide health care education for corrections officers every two (2) years as indicated by the standards of the National Commission on Correctional Health Care (NCCHC) or American Correctional Association (ACA). UICOMR will also at its expense provide on-going health care education to the Inmates with the objective of increasing the Inmates' level of knowledge of their own health care issues.

## **ARTICLE V: REPORTS AND RECORDS.**

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

**5.2 Regular Reports by UICOMR to Sheriff.** UICOMR will provide monthly reports to the Sheriff (or his designee) concerning the overall operation of the Inmate Health Care Program and the general health of the Inmates. UICOMR will also provide daily reports when requested by the Sheriff or his designee.

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

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

**5.5 UICOMR Records Available to Sheriff with Limitations on Disclosure.**

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

**5.6 County Records Available to UICOMR with Limitations on Disclosure.**

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

**5.7 Access to Books and Records.**

UICOMR and County agree to make available, upon written request by the Secretary of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and any books, documents, and records necessary to verify the costs of services rendered under this Agreement. Both Parties further agree to make said Agreement, books, documents, and records available until the expiration of three (3) years after the services are furnished under this Agreement.

**5.8 Compliance with Patient Privacy Laws.**

The County agrees to abide by and require that its personnel abide by all applicable state and federal laws, rules and regulations regarding patient privacy, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information as required under the Health Insurance Portability and Accountability Act (HIPAA). The Parties will notify one another if there are known breaches of this confidentiality. If during the term of this Agreement, the Department of Health and Human Services, Office of Civil Rights or any other empowered federal or state agency, court or administrative tribunal determines that the County or any other governmental unit similar to the County is a Business Associate ("Business Associate"), as described in the federal privacy regulations, the Parties shall use good faith efforts to execute a mutually agreed upon Business Associate Agreement upon a date mutually agreed by the Parties.

## **ARTICLE VI: SECURITY.**

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

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

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

## **ARTICLE VII: SPACE, MEDICAL SUPPLIES, AND PHARMACEUTICALS**

**7.1 Office Space and Equipment.** County agrees to provide UICOMR with office space, office equipment (phone, fax machine, printer/copy machine, document scanner), and utilities (including internet access, local and long-distance telephone service) sufficient to enable UICOMR to perform its obligations hereunder. At the termination of this Agreement, UICOMR shall return to County possession and control of all County-owned office equipment. At such time the office equipment shall be in good working order, reasonable wear and tear excepted.

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

**7.3 Medical Equipment.** County shall furnish examination tables and related accessories for two (2) medical examination rooms. UICOMR is responsible for furnishing, at its cost, all other necessary medical equipment. At the termination of this Agreement, UICOMR shall return to County possession and control of all County-owned medical equipment. At such time the medical equipment shall be in good working order, reasonable wear and tear excepted.

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

**7.5 Dental Equipment.** County will provide all necessary dental equipment (including treatment tools, imaging devices and sterilizer) for the provision of on-site dental treatment. County will be responsible for the maintenance of dental equipment and the purchase of any dental equipment to replace older treatment tools for on-site dental treatment, as needed. At the termination of this Agreement UICOMR shall return to County possession and control of all County-owned dental equipment. At such time the dental equipment shall be in good working order, reasonable wear and tear excepted.

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

**7.7 Pharmacy Services.** The prescription, dispensing, and administration of medications shall comply with all State and Federal laws and regulations and shall be dispensed under the supervision of appropriately licensed or certified health care personnel. UICOMR personnel shall dispense medications at the appropriate times at the JAIL according to the Inmates' medical needs. The cost of all pharmaceuticals, prescription and over the counter, with a total per inmate monthly cost per pharmaceutical of four-hundred ninety-nine dollars (\$499.00) or less is the responsibility of UICOMR. Wherever possible, UICOMR will obtain all pharmaceuticals, medications, and the like that are referred to in this Section 7.7 from other health systems, health departments, or agencies for no cost or lower costs.

All pharmaceuticals with an inmate monthly cost per pharmaceutical of five-hundred dollars (\$500.00) or more will be the responsibility of the County.

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

County will maintain a cost pool for the payment of all inmate medications costing five-hundred (\$500.00) dollars or more per month per prescription. This cost pool will be funded with an initial deposit of two-hundred thousand (\$200,000.00) dollars. UICOMR will invoice this cost pool on a monthly basis for all inmate medications costing five-hundred dollars (\$500.00) or more per month. The cost pool will remain the property of the County and the County will add additional funds as needed throughout the duration of this contract. The County agrees to fund the County's share of the cost of those pharmaceuticals with respect to which the County is responsible for paying all or part of the cost as specified in this section.

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

## **ARTICLE VIII: DENTAL SERVICES**

UICOMR shall promptly provide, at its expense, all reasonably necessary dental services required by any Inmate which are of a type that can be reasonably rendered on-site. The dental services shall, whenever possible, take place within JAIL. Dental services will be provided one day a week for an average of 4-8 hours per day. If due to the unavailability of UICOMR's dental provider it is necessary to transport an Inmate from the JAIL to a dentist for treatment which could have otherwise been reasonably provided on-site in the JAIL, UICOMR will be responsible for the cost of that treatment.

## **ARTICLE IX: MENTAL HEALTH SERVICES**

**9.1 Mental Health Services.** As of January 1, 2022, the County contracted with another vendor to provide mental health services to JAIL.

**9.2 Mental Health Pharmaceutical Costs.** The parties hereby acknowledge and agree that as of January 1, 2022 all mental health pharmaceutical costs will be paid by County. In addition to patient specific medications, this will include the costs associated with maintaining stocked mental health pharmaceuticals on-site as well as any medications that are given to Inmates at release from the facility. CorrectRX is County's mental health pharmaceuticals vendor and shall invoice County directly.

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

**9.3.1 Medication Administration Management.** UICOMR will verify all medications listed by the inmate at the time of booking. This will include verification of the mental health medications. For newly prescribed medications or medication refills, UICOMR will transcribe

the mental health provider medication orders, order the medication via the CorrectRX system per protocol, process-in the medications upon arrival in the medical clinic, administer, process refills and return unused medications per existing processes. Administration of mental health medications ordered by the mental health provider will be completed during twice-daily scheduled medication passes. Passing of medications is understood to occur not more than twice daily and must be congruent with the current practice and times of passing medications at the Winnebago County Jail (as determined by UICOMR). County agrees to pay a fixed rate per month for these clinical support services provided to the County's mental health provider.

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

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

**9.3.4 Failure to pay.** It is hereby acknowledged and agreed that UICOMR is being asked by County to provide the above support to County's mental health vendor and further provide administrative functions related to itemization. compliance with the Illinois Local Government Prompt Payment Act.

## **ARTICLE X: PHYSICAL THERAPY SERVICES**

UICOMR shall provide, at its expense, all reasonably necessary physical therapy services which are required by any Inmate and are of a type that can be reasonably rendered on- site. The physical therapy services shall, whenever possible, take place within the JAIL. Physical therapy will occur two (2) days a week with a minimum of eight (8) treatments each day or having met the current physical therapy needs as ordered by the medical provider.

## **ARTICLE XI: TERM AND TERMINATION OF AGREEMENT.**

**11.1 Contract Term.** This contract shall commence on April 1, 2025 at 12:01 a.m. and shall expire on September 30, 2026 at 11:59 p.m.; unless renewed or extended as provided herein. The Parties reserve the right to extend this Agreement for up to four (4) additional one- year renewals, if it appears to be in the best interest of County and the renewal is agreed to by UICOMR.

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

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

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

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

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

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

## **ARTICLE XII: COMPENSATION.**

**12.1 Base Compensation.** County will pay UICOMR the sum of Three Million Five Hundred Ninety-Nine Thousand Four Hundred and Ninety-Nine Dollars (\$3,599,499.00) for the first year of the contract term (April 1, 2025 through March 31, 2026), payable in twelve (12) monthly installments of Two Hundred Ninety-Nine Thousand Nine Hundred and Fifty-Eight Dollars (\$299,958.00). The payment of monthly installments of \$299,958.00 will continue for the balance of the contract term (April 1, 2026 through September 30, 2026). UICOMR will bill County on or before the first (1st) day of each month before the services are rendered, and County agrees to pay UICOMR for those services in advance of the services being rendered. In the event this Agreement should, for any reason, terminate on a date other than the end of a calendar month, compensation to UICOMR will be pro-rated accordingly for the shortened month.

**12.2 Negotiated Annualized Amount Increase Upon Renewal.** Unless otherwise mutually agreed by the Parties, upon each renewal of the Agreement the base compensation will be increased by the percentage increase of the Consumer Price Index for the previous calendar year (January – December), the current calendar year rate of inflation (Jan-August), or four and one-half (4.5%) percent, whichever is greater. This annual increase is waived for the October 1, 2025 to September 30, 2026 contract year only.

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

**12.4 Increases in Inmate Population.** This Agreement contemplates that the average daily inmate population of the JAIL will be eight hundred and fifty (850). If the average daily inmate population, including inmates sentenced to periodic imprisonment, for any calendar month during the term of this Agreement exceeds eight hundred and fifty (850), then the compensation payable to UICOMR by County hereunder for that month shall be increased by a per diem rate of five dollars (\$5.00) for each inmate (average) over eight hundred and fifty (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  $150 \times 30 \times \$5.00 = \$22,500$ ]. The average daily inmate population shall be derived from the Jail's record of the inmate meal counts.

**12.5 Decreases in Inmate Population.** If the average daily inmate population, including inmates sentenced to periodic imprisonment, for a calendar month during the term of this Agreement falls below five hundred (500), then the compensation payable to UICOMR by the County hereunder for that month shall remain unchanged unless there is a fundamental change that would predictably lower the average daily inmate population and result in a permanent staffing reduction, at which time the parties could renegotiate expenses. The University incurs sixty (60) days of personnel costs to lay-off employees.

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

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



**12.8 Failure to Pay.** It is hereby acknowledged and agreed that UICOMR is being asked by County to provide the above added COVID related services and further provide administrative functions related to itemization. County will pay all invoices in compliance with the Illinois Local Government Prompt Payment Act.

### **ARTICLE XIII: INSURANCE.**

**13.1 University Insurance.** By action of the Board of Trustees of the University of Illinois on August 1, 1976 a liability self-insurance plan (Plan) was established; last amended June 9, 2011 with an effective date of July 1, 2023. The Plan covers its employees, including UIC-employed Physicians, subject to the Plan's terms, conditions and exclusions. Coverage is not to be construed to insure the liability of others. The Plan limits of insurance are a maximum of \$1,000,000 per occurrence, \$3,000,000 annual aggregate. The Plan documents are available on request. The Plan covers the Physicians, nursing staff, and mental health staff providing Services to County under this Agreement. While the Plan is in effect as of the date hereof, nothing contained herein shall be construed as precluding said Board of Trustees from modifying, revising, or canceling, in whole or part, the Plan; however, University agrees to provide County with an advance 30-day public written notice in the event Program or Plan is canceled in whole or in part.

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

### **ARTICLE XIV: MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

**14.10 Certifications.**

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

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

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

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

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

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

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

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

**14.12 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 St., Room 202  
Rockford, Illinois 61101  
Attention:  
Hope Edwards  
Purchasing Director

With a copy to:  
Winnebago County Corrections Bureau  
650 W. State St.  
Rockford, Illinois 61101  
Attention:  
Corrections Bureau Operations Commander

(b) UICOMR  
Lisa Mear  
Director of Finance  
UIC College of Medicine Rockford 1601 Parkview Avenue  
Rockford, Illinois 61107

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

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

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

**14.15 Waiver of Breach.** The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.

**14.16 Excused Performance.** In the event the performance of any of the terms or provisions of this Agreement shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, local, State, or Federal, or because of

riots, public disturbances, strikes, lockouts, differences with workmen, fires, floods, acts of God, or any similar cause beyond the reasonable control of the Party whose performance is interfered with, and which, by the exercise of reasonable diligence, said Party is unable to prevent, the Party so suffering may at its option suspend, without liability, the performance of its obligations hereunder during the period such cause continues.

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

**14.18 Other Contracts and Third-Party Beneficiaries.** The Parties acknowledge UICOMR is neither bound by or aware of any other existing contracts to which County is a party and which relate to the providing of medical care to the Inmates; except as specified in Section 1.4 of this Agreement. The Parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that this Agreement is intended to be for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third-party beneficiaries thereof.

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

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

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

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

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

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

THE COUNTY OF WINNEBAGO and the WINNEBAGO COUNTY SHERIFF'S OFFICE

By: \_\_\_\_\_ / \_\_\_\_\_  
Joseph V. Chiarelli Date  
Chairman, Winnebago County Board

By: \_\_\_\_\_ / \_\_\_\_\_  
Gary Caruana Date  
Winnebago County Sheriff

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: \_\_\_\_\_  
Paul N. Ellinger, Comptroller Date

\_\_\_\_\_  
Signature of Comptroller Delegate Date

\_\_\_\_\_  
Printed Name and Title of Comptroller Delegate

**Exhibit A. Staffing Plan for Jail**

**Staffing Plan**

**Adult Jail**

<b><u>Employee</u></b>	<b><u>Title</u></b>	<b><u>FTE</u></b>	<b><u>Hours</u></b>	<b><u>Shift</u></b>
Physician	MD	0.1	4	Day
Nurse Practitioner	DNP/APN	1.4	56	Day
Dentist	DDS	0.2	8	Day
Health Administrator/RN	AN III	1	40	Day
Registered Nurse	SN I/II	1	40	Day/Evening Flex
Registered Nurse	SN I/II	1	40	Day/Evening Flex
Registered Nurse	AN I	1	40	Day/Evening Flex
Registered Nurse	SN I/II	0.3	12	Day/Evening Flex
Registered Nurse	SN I/II	1	40	Day
Registered Nurse	AN I	0.8	32	Day
Licensed Practical Nurse	LPN II	1	37.5	Day/Evening Flex
Registered Nurse	SN I/II	1	40	Evening
Registered Nurse	SN I/II	0.6	24	Evening
Registered Nurse	SN I/II	0.4	16	Evening
Licensed Practical Nurse	LPN II	1	37.5	Evening
Registered Nurse	SN I/II	1	40	Evening/Night Flex
Registered Nurse	SN I/II	1	40	Night
Registered Nurse	SN I/II	1	40	Night/rotate with JDC
Registered Nurse	AN I	0.9	36	Night/rotate with JDC
Registered Nurse	SN I/II	1	40	Night/rotate with JDC
Nurse Technician	NT	1	40	Day
Nurse Technician	NT	0.8	32	Day
Nurse Technician	NT	0.8	32	Day
Dental Assistant		0.2	8	Day

**19.5**

**Subcontracts for Adult Jail**

Physical Therapy	5 hrs/week	Day
Chris Martin OD, Optometry	8 hrs/month	Day

**Jail Staffing Plan (Monday thru Sunday)**

	<u>Day</u>	<u>PM</u>	<u>Night</u>	<u>Weekend</u>
Physician	FTE	FTE	FTE	FTE
Nurse Practitioner	0.1			
Dentist	1.4			
<b><u>Administrative Nurse (Supervisory) (Mon-Fri)</u></b>	.2			
Healthcare Administrator	1			
Supervision of all staff (RN, LPN, MA, NT)				
Prepare staff schedules and assignments				
Compile Monthly Statistics				
Liaison with Jail administration				
Complete monthly narcotic Inventory and reconciliation				
Prepare monthly STI billing				
Address grievances in kiosk				
Complete Incident reporting				
Review Pharmacy Bills				
Prepare medical/dental visit billings for Jail administration				
Facilitate monthly staff meetings/ and or Jail meetings				
Oversee JDC staff and schedules				
Provide back-up call as needed				

<b><u>Nurses ( LPN's or RN's)</u></b>	4	4	2	4-4-2
Medication Administration				
Treatments (physicals, vitals and wound care)				
Diabetic checks				
Sick call triage/nurse visit				
Pharmaceutical inventory management (stock, patient specific and personal)				
Medical Records Documentation/Charting via EMR				
Manage medication records via EMR				
Medical intake acceptance screenings				
Coordination with transfer or release				
Respond to medical emergencies				
Complete medical orders				

**Jail Staffing Plan (Monday thru Sunday)**

	<u>Day</u>	<u>PM</u>	<u>Night</u>	<u>Weekend</u>
<b><u>Nurse Techs &amp; Medical Assistants</u></b>	FTE	FTE	FTE	FTE
Assist providers with clinic sessions	2.5	0	0	0.1
Room patients				



- Lab duties
- Complete Accuchecks
- Process all Medical Record requests
- Assist with treatments
- Assist with medical intake acceptance screenings
- Assist with transfer or release
- Schedule appointments as requested by providers
- Answer phones
- **Medical Assistants Only:** Administer immunizations or pass medication prepared by nurse

<b>TOTAL</b>	<b>9.2</b>	<b>4</b>	<b>2</b>
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## **HEALTH SERVICES AGREEMENT**

**(UIC ref. no. CN-00090478)**

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

### **WITNESSETH:**

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

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

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

### **ARTICLE I: HEALTH CARE SERVICES.**

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

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

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

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

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

## **ARTICLE II: STAFFING.**

**2.1 Medical Care.** UICOMR shall, at its expense, furnish an Advanced Practice Provider/MD 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 their designee), the Advanced Practice Provider/MD services shall be performed during two consecutive hours between 10:00 a.m. and 8:00 p.m. two non-consecutive days each week. Additionally, a physician shall be on-call for staff, 7 days/week, 24 hours/day. UICOMR will provide vacation and holiday coverage as required.

**2.2 Nursing Services.** UICOMR shall, at its expense, provide twenty-eight (28) hours per week (4 hours per day, 7 days per week) of on-site nursing services to the Juveniles consisting of:

<u>Position</u>	<u>FTE</u>	
NP/MD	.1	(4 hours/week)
RN/LPN	.65	(20 hours/week)
Rotating Nurses	N/A	(8 hours/week)

UICOMR reserves the right, in its sole discretion, to change the individual hours worked by RN's or LPN's, respectively, each week, but total hours shall be 4 hours per day or 28 hours per week. These hours will be provided between 07:30AM and 11:00AM and 7:00PM and 10:00PM on weekdays, weekend days and holidays.

**2.3 Mental Health.** The County will contract directly with Rosecrance Behavioral Health for mental health services. UICOMR currently provides telepsychiatry services through Rosecrance Behavioral Health as needed for individual detainees without a primary psychiatrist. In the event that Rosecrance Behavioral Health is no longer able to provide telepsychiatry services, the County and UICOMR will negotiate an amendment for the costs of new services if managed by UICOMR.

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

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

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

**2.7 Approval of Director.** UICOMR agrees to provide the Director of Juvenile Detention with the names, Social Security Numbers, and dates of birth of all employees and subcontractors to be used by UICOMR to provide services under this Agreement. UICOMR shall

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

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

### **ARTICLE III: EDUCATION AND TRAINING.**

UICOMR will, at its expense, conduct an on-going health education program for the nursing 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, an annual training on correctional healthcare certifying governing bodies (National Commission on Correctional Health Care (NCCHC) or American Correctional Association (ACA)), alternating with an annual educational program (e.g. signs and symptoms of chemical dependency, reactions to medical emergencies, etc.). UICOMR will also provide, at its expense, health care education for detention officers every two (2) years as indicated by the standards of the National Commission on Correctional Health Care.

### **ARTICLE IV: REPORTS AND RECORDS.**

**4.1 Medical Records.** UICOMR shall maintain a separate, individual, accurate, and complete medical record for each Juvenile who receives health care services under this Agreement. These medical records will be maintained pursuant to the applicable law, the National Commission on Correctional Health Care standards, the Illinois Department of Corrections Minimum Standards for Jails and Lockups, the Illinois Department of Juvenile Justice Standards and the Winnebago County Juvenile Detention Center Director's Policies and Procedures; and will be kept separate from the Juveniles' confinement records. Medical records will be kept confidential in accordance with the applicable laws and regulations, and UICOMR will follow the Director's policies regarding access by Juveniles and detention staff to the medical records, subject to the applicable law regarding confidentiality of such records. A complete copy of the applicable medical record in the format requested shall be available to accompany each Juvenile who is transferred from the Detention Center to another location for off-site services or is transferred to another institution. No information contained in the medical records will be released by UICOMR except as provided by court order or otherwise in accordance with applicable law. These records will be kept and maintained at the Detention Center, and shall be the property of the Winnebago County Court Services Department. County will implement COREMR as its electronic medical record, as outlined in section 8.3.

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

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

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

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

**4.6 County Records Available to UICOMR with Limitations on Disclosure.** During the term of this Agreement and for a reasonable time thereafter, the Director of Juvenile Detention will provide to UICOMR, at UICOMR's request and in accordance with applicable law, the Director's records relating to the provision of health care services to the Juveniles hereunder as may be pertinent to the investigation or defense of any claim related to UICOMR's conduct. The Director will make available to UICOMR such records as are 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 UICOMR may reasonably request consistent with applicable law; provided, however, that any such information released by the Director to UICOMR which the Director considers to be confidential will be kept confidential by UICOMR and will not, except as may be required by law, be distributed to any third party without the prior written approval of the Director.

**4.7 Access to Books and Records.** UICOMR and County agree to make available, upon written request by the Secretary of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and any books, documents, and records necessary to verify the costs of services rendered under this Agreement. Both parties further agree to make said Agreement, books, documents, and records available until the expiration of three (3) years after the services are furnished under this Agreement.

**4.8 Compliance with Patient Privacy Laws.** The County agrees to abide by and require that its personnel abide by all applicable state and federal laws, rules and regulations regarding patient privacy, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information as required under the Health Insurance Portability and Accountability Act (HIPAA) and Illinois law regarding access to and disclosure of the medical records of minors. The Parties will notify one another if there are known breaches of this confidentiality. If during the term of this Agreement, the Department of Health and Human Services, Office of Civil Rights or any other empowered federal or state agency, court or administrative tribunal determines that the County or any other governmental unit similar to the County is a Business Associate (“Business Associate”), as described in the federal privacy regulations, the Parties shall use good faith efforts to execute a mutually agreed upon Business Associate Agreement upon a date mutually agreed by the Parties.

#### **ARTICLE V: SECURITY.**

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

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

#### **ARTICLE VI: SPACE, MEDICAL SUPPLIES, AND PHARMACEUTICALS**

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

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

**6.3 Medical Equipment.** County shall furnish an examination table and related

accessories. UICOMR is responsible for furnishing, at its cost, all other necessary medical equipment as agreed to by the parties. At the termination of this Agreement, UICOMR shall return to County possession and control of all County owned medical equipment. At such time the medical equipment shall be in good working order, reasonable wear and tear excepted.

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

**6.5 Pharmacy Services.** UICOMR shall furnish and pay for all non-prescription medications that are needed by the Juveniles. (UICOMR shall not be responsible for providing and paying for prescription medications.) UICOMR staff shall be responsible for dispensing all medications (both prescription and non-prescription) to the Juveniles at those times during which UICOMR staff are present at the Detention Center. At times when UICOMR staff are not on site, medications will be packaged, labeled and secured with the booth operator for administration by detention staff.

Anytime a Juvenile has less than a seven (7) day supply of a prescribed medication present at the Detention Center, UICOMR nursing staff shall attempt to contact the Juvenile's parents to inform them and request the parent bring a new supply of the prescribed medication to the Detention Center to be dispensed to the Juvenile. UICOMR shall assist in obtaining bridge prescriptions to ensure continuity of care.

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

## **ARTICLE VII: TERM AND TERMINATION OF AGREEMENT.**

**7.1 Contract Term.** This contract shall commence on April 1, 2025 at 12:01 a.m. and shall expire on September 30, 2026 at 11:59 p.m.; unless renewed or extended as provided herein. County reserves the right to extend this Agreement for four (4) one-year renewals if it appears to be in the best interest of County and the renewal is agreed to by UICOMR.

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

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

If either UICOMR or County is in material breach of this Agreement, then the non-breaching party



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

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

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

## **ARTICLE VIII: COMPENSATION.**

**8.1 Base Compensation.** County will pay UICOMR the sum of two hundred sixty-three thousand, nine-hundred and thirty-six dollars (\$263,936.00) for the first year of the contract term (April 1, 2025 through March 31, 2026), payable in twelve (12) monthly installments of twenty-one thousand, nine-hundred ninety-five dollars (\$21,995.00). The payment of monthly installments of \$21,995.00 will continue for the balance of the contract term (April 1, 2026 through September 30, 2026). UICOMR will bill County on or before the first (1<sup>st</sup>) day of each month before the services are rendered, and County agrees to pay UICOMR for those services in advance of the services being rendered. In the event this Agreement should, for any reason, terminate on a date other than the end of a calendar month, compensation to UICOMR will be pro-rated accordingly for the shortened month.

**8.2 Negotiated Annualized Amount Increase Upon Renewal.** Unless otherwise mutually agreed by the Parties, upon each renewal of this Agreement the base compensation will be increased by the US medical inflation rate for the previous calendar year (January – December) or four and one-half (4.5%) percent, whichever is greater. UICOMR waives a fee increase for the first contract renewal period of October 1, 2025-September 30, 2026.

**8.3 Fees Associated with implementation of an Electronic Medical Record.** The County will be responsible for any and all fees associated with the purchase and implementation of COREMR in the Juvenile Detention Center. Costs would include vendor fees such as an initial purchase fee, subscription fee, equipment costs, and professional training expenses; UICOMR would also have additional professional fees for implementation and customization of the EMR. These costs are included in the annual budget of 2024-2025. The total invoice for UICOMR's professional fees will amount to three thousand four hundred thirty-two dollars (\$3,432.00). These professional fees include:

- EMR training by COREMR for staff – 9 hours
- Creation of forms and implementation – 10 hours
- Initial canning of current detainee medical records, (includes review, document scanning, reassembly of paper records and filing) – 5 hours

The County will pay for and provide the necessary equipment for operation of a COREMR system, including a laptop computer (1), scanner, dedicated printer, copy machine, telephone and fax machine.

## **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 July 1, 2023, 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 public 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 UICOMR is an "independent contractor", and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which UICOMR, its employees, or its subcontractors perform hereunder. UICOMR assumes all financial responsibility for the employees of UICOMR.

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

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

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

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

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

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

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

### **10.9 Certifications.**

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

**10.9.2 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).

**10.9.3 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:

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

and <https://hfs.illinois.gov/oig/sanctionslist.html>

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

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

**10.11 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:  
Hope Edwards  
Purchasing Director

**With a copy to:**

Winnebago Co. Juvenile Detention Center  
5350 Northrock Drive  
Rockford, Illinois 61103  
Attention:  
Julie McCray-Grotto  
Superintendent

**(b) UICOMR:**

Lisa Mear  
 Director of Finance  
 University of Illinois College of Medicine Rockford  
 1601 Parkview Avenue  
 Rockford, Illinois 61107

**10.12 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.

**10.13 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 contracts documents listed below, which are incorporated by reference, except as modified herein. In the event of conflicts or discrepancies among the contract documents, interpretations will be based on the following priority:

- (1) This Agreement.
- (2) Winnebago County Request for Proposal Bid No. 18P-2140- 24P-2349.
- (3) UICOMR's bid response.

**10.14 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.

**10.15 Excused Performance.** In the event the performance of any of the terms or provisions of this Agreement shall be delayed or prevented because of the compliance with any law, decree, or order of any governmental agency or authority, local, State, or Federal, or because of riots, public disturbances, strikes, lockouts, differences with workmen, fires, floods, acts of God, or any similar cause beyond the reasonable control of the party whose performance is interfered with, and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder during the period such cause continues.

**10.16 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.

**10.17 Other Contracts and Third-Party Beneficiaries.** The Parties acknowledge UICOMR is neither bound by or aware of any other existing contracts to which County is a party and which relate to the providing of medical care to the Juveniles. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons (other than the

Director of Juvenile Detention), and it is their express intention that this Agreement is intended to be for their respective benefits only and not for the benefits of others (except for the Director of Juvenile Detention) who might otherwise be deemed to constitute third-party beneficiaries thereof.

**10.18 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.

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

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

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

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

THE COUNTY OF WINNEBAGO

By: \_\_\_\_\_ Date  
Chief Judge John Lowry  
17<sup>th</sup> Judicial Circuit Court

By: \_\_\_\_\_ / \_\_\_\_\_ Date  
Joseph V. Chiarelli, Chairman  
Winnebago County Board

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: \_\_\_\_\_ / \_\_\_\_\_ Date  
Paul N. Ellinger  
Comptroller



# Resolution Executive Summary

**Prepared By:** Purchasing Department on behalf of the WCSO  
**Committee:** Public Safety and Judiciary Committee  
**Committee Date:** March 19, 2025  
**Board Meeting Date:** March 27, 2025  
**Resolution Title:** Resolution Authorizing the County Board Chairman to Amend Contract for Telecommunication Services for Inmates of the Winnebago County Jail

## Budget Information

<b>Was item budgeted?</b>	N/A	<b>Appropriation Amount:</b>
<b>If not, explain funding source:</b>	Revenue generating contract	
<b>ORG/OBJ/Project Code:</b>	Inmate Commissary Account	<b>Budget Impact:</b> N/A

**Background Information:** The Winnebago County Sherriff’s Office (WCSO) initiated a contract with Global Tel\*Link (GTL) (d/b/a ViaPath Technologies) to provide telecommunication services to inmates in the Winnebago County Jail. The contract terms allowed for amendments or adjustments of services, as needed, when the conditions are agreed upon by both the County and GTL.

Telecommunication Services implementation for this program occurred in 2018. Since then, we have continued to renew our existing contract. WCSO and Purchasing have discussed plans to issue a solicitation for services in 2025 upon expiration of this contract amendment.

In front of your today, is an additional amendment to the original contract (See Resolution Exhibit A). Effective March 31, 2025, ViaPath must make certain changes mandated by the Federal Communications Commission (“FCC”) final Report and Order, Order on Reconsideration, Clarification and Waiver, and Further Notice of Proposed Rulemaking (the “FCC Order”) to implement the provisions of the Martha Wright-Reed Just and Reasonable Communications Act of 2022 (“MWR Act”) governing incarcerated people’s communications services (“IPCS”) that became effective as of November 19, 2024.

Prior to this new guidance, the commission payable to the Premises Provider under this agreement was \$0.17 per minute. With the latest guidance the rate will go to \$0.07 per minute. While currently still a revenue generating contract with the latest FCC guidelines, we are limited in the standard phone minutes. However, we are able to capture commissions tied to tablet authorized entertainment purchases. This averages about \$180,000 annually.

This service is also fully integrated into our commissary contractor to provide kiosk support for purchasing supplemental materials. GTL also provides on-site technology support.

**Recommendation:** Superintendent Ogden recommends approval of GTL’s Amendment 6.

**Contract/Agreement:** Amendment 6 to the **GTL Master Services Agreement** has been reviewed by the SAO and all recommendations were incorporated.

**Follow-Up:** Purchasing Department will route GTL Amendment 6 for signatures.



**RESOLUTION  
of the  
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

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

**2025 CR**

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**RESOLUTION AUTHORIZING THE COUNTY BOARD CHAIRMAN TO AMEND CONTRACT FOR  
TELECOMMUNICATION SERVICES FOR INMATES OF THE WINNEBAGO COUNTY JAIL**

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**WHEREAS**, since 2018, Global Tel\*Link Corporation (GTL) has provided, under contract with the County, telecommunication services to the inmates of the Winnebago County Jail; and,

**WHEREAS**, the County and GTL have agreed to amend the Telecommunication Services contract agreement with the County Jail; and,

**WHEREAS**, the Public Safety and Judiciary Committee has determined that the account for the aforementioned services shall be as follows:

**INMATE COMMISSARY ACCOUNT**

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is hereby authorized and directed to, on behalf of the County of Winnebago, execute agreement Amendment 6 with Global Tel\*Link (d/b/a Viapath Technologies).

**BE IT FURTHER RESOLVED**, that any agreement entered into, pursuant to the authority granted in this Resolution, shall contain substantially the same terms as those contained in the Amendment which is attached hereto as "Resolution Exhibit A".

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

Respectfully submitted,  
**PUBLIC SAFETY AND JUDICIARY COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
BRAD LINDMARK, CHAIRMAN

\_\_\_\_\_  
BRAD LINDMARK, CHAIRMAN

\_\_\_\_\_  
AARON BOOKER

\_\_\_\_\_  
AARON BOOKER

\_\_\_\_\_  
KEVIN MCCARTHY

\_\_\_\_\_  
KEVIN MCCARTHY

\_\_\_\_\_  
MICHAEL THOMPSON

\_\_\_\_\_  
MICHAEL THOMPSON

\_\_\_\_\_  
CHRIS SCROL

\_\_\_\_\_  
CHRIS SCROL

\_\_\_\_\_  
ANGIE GORAL

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ANGIE GORAL

\_\_\_\_\_  
TIM NABORS

\_\_\_\_\_  
TIM NABORS

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2025.

ATTESTED BY:

\_\_\_\_\_  
**JOSEPH CHIARELLI**  
CHAIRMAN OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

\_\_\_\_\_  
**LORI GUMMOW**  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

**AMENDMENT # 6 TO MASTER SERVICES AGREEMENT**

This Amendment #6 (“Amendment”) takes effect as of the date signed by all parties listed in this preamble (“Effective Date”), and amends and revises that certain **Master Services Agreement**, dated August 14, 2017, as amended from time to time (the “Agreement”), by and between Global Tel\*Link Corporation d/b/a ViaPath Technologies with an address of 3120 Fairview Park Drive, Suite 300, Falls Church, Virginia 22042 (the “Company”), and the County of Winnebago, and the Winnebago County Sheriff’s Office, with an address of 650 W. State Street, Rockford, Illinois 61102 (the “Premises Provider”) (Company and Premises Provider collectively, the “Parties” and each a “Party”). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

**WHEREAS**, the Parties have agreed to amend the Agreement, among other reasons, in order to address changes mandated by the Federal Communications Commission’s (“FCC”) final Report and Order, Order on Reconsideration, Clarification and Waiver, and Further Notice of Proposed Rulemaking (the “FCC Order”) to implement the provisions of the Martha Wright-Reed Just and Reasonable Communications Act of 2022 (“MWR Act”) governing incarcerated people’s communications services (“IPCS”), as further described below; and

**NOW, THEREFORE**, in consideration of the promises and covenants set forth in this Amendment, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties’ signatures, the Parties agree as follows:

**I. GENERAL PROVISIONS**

**1. Term**

The current Renewal Term of the Agreement expires on March 30, 2025. The Parties agree that the term of the Agreement shall be extended for one year from March 31, 2025 to March 30, 2026 (“Renewal Term”). This Agreement shall not be further renewed.

**II. FCC IPCS TELEPHONE COMMUNICATION PROVISIONS**

**1. Service Charge.**

The following rates, charges, commissions and other provisions are amended and/or deleted as follows effective on **March 31, 2025** pursuant to the FCC Order, unless the FCC Order is for any reason stayed by judicial or regulatory proceeding. In the event the FCC Order is stayed or amended, the following rates, charges, commissions and other provisions shall not go into effect until the stay is lifted or a subsequent effective date for compliance with the FCC Order is established in accordance with applicable law or order

1.1. **Section 1, Equipment and Features, GTL Base Features**, of the Inmate Telephone Service Schedule is hereby deleted and replaced with the following table:

<b>ViaPath Base Features</b>
Password Protected Web based User Interface
Number Management
Blocked Access to Toll-Free Numbers
Collect, Prepaid Debit and AdvancePay Calling Options
TDD/TTY Capability (provided by third-party)
Call Prompts in English and Spanish
1 Full Time SAT/Technicians/etc. (include # of personnel and part-time/full-time)

- 1.2. **Section 1, Equipment and Features, GTL Advanced Features**, of the ITS Schedule is hereby deleted in its entirety. The *GTL Advanced Features* will no longer be offered within the ITS Rates. Going forward, these additional features and value-added services will be provided to the Premises Provider as set forth in the Tablet Service Schedule.
- 1.3. **Section 3, Compensation**, of the ITS Schedule is hereby deleted in its entirety. Pursuant to the FCC Order, there will be no Compensation payable on IPCS voice calling services under this Agreement.
- 1.4. **Section 4, Rates and Charges**, of the ITS Schedule is hereby deleted in its entirety and replaced as follows:

Rates and Charges for Inmate Telephone Services. The per-minute-of-use call rate shall not exceed the maximum rates authorized by the state's telecommunication regulatory authority ("PUC") and the Federal Communications Commission ("FCC").

- i. Interstate ITS calls, whether made using a Collect, Prepaid Debit, or AdvancePay™ format: \$0.07 per minute of use.
  - ii. Intrastate ITS calls, whether made using a Collect, Prepaid Debit, or AdvancePay™ format: \$0.07 per minute of use.
  - iii. International ITS calls, whether made using a Prepaid Debit or AdvancePay™ format: The Interstate ITS rate set forth above, plus the applicable call termination rate for the international destination of the call as published on the Company's website, which may be updated every 3 months in accordance with the FCC Order. These rates can be found at: <https://www.gtl.net/legal-and-privacy/federal-tariffs-and-price-lists/>.
  - iv. No per call, per connection, or flat-rate calling charges shall apply to international, interstate and intrastate ITS per minute of use calls.
  - v. The ITS rates set forth above are exclusive of taxes and other amounts collected by the Company on behalf of, or paid to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by the Company in connection with such programs.
- 1.5. **Section 5, Transaction Fees for Inmate Telephone Services**, of the ITS Schedule is hereby deleted in its entirety. Pursuant to the FCC Order, there will be no Transaction Fees charged for IPCS voice calling services under this Agreement.
  - 1.6. **Section 6, Single-Call and Related Billing Arrangements for ITS**, of the Inmate Telephone Service Schedule, is hereby deleted in its entirety and replaced with the following:

Company may permit consumers to purchase ITS on a collect call basis through third-party billing arrangements that allow consumers to pay for a single ITS call using such methods as their debit or credit card, billing the cost of a single ITS call to their mobile phone account, or another arrangement. When a consumer chooses to pay for a single ITS call using such a method, the charge shall be the applicable per minute rate and other charges allowed by law.

### III. TABLET SERVICES PROVISIONS

#### A. TABLET SERVICES PROVISIONS

1. **Section 2, Definitions** of the Tablet Service Schedule is hereby deleted in its entirety and replaced as follows:

**2. Definitions.** Capitalized terms used and not otherwise defined will have the meaning set forth in the Agreement.

“Agreement” means the contract to which this Service Schedule is attached.

“Enhanced Communications” means voice communications and/or video visitation.

“Enhanced Services” means information services, educational, entertainment products, and mail scanning services offered through a Tablet, as defined below.

“IP-Enabled Tablets” (or “Tablets”) means a ViaPath owned tablet device capable of allowing access to Enhanced Communications and Enhanced Services.

2. **Section 7, Enhanced Services and Accessories Rates**, of the Tablet Service Schedule is hereby deleted in its entirety and replaced as follows:

**7. Enhanced Communications, Enhanced Services and Accessories Rates.** Company may apply the following charges on Enhanced Communications, Enhanced Services and the use of the Tablets; provided, however, Company may in its discretion change any pricing. Taxes, and regulatory and other mandated fees may also apply.

a. Enhanced Communications:

- i. Voice Communication: will be charged at the same per-minute rate as ITS under this Agreement.
- ii. Video Visitation Services:
  1. \$0.12 per minute On-Premise Price, after the free visitation time mandated by the Illinois Department of Corrections Jail Standards
  2. \$0.12 per minute Remote Visit Price

b. Enhanced Services:

- i. Paid Inmate Content Access:
  1. Standard Profile: \$0.05 per minute
  2. Promotional Profile: \$0.03 per minute
  3. Free Profile: \$0.00 per minute
- ii. Messaging From Inmate Family and Friends (charged to inmate family and friends):
  1. \$0.25 per written message
  2. \$0.25 per photo attachment (in addition to charge for any written message, if provided)
  3. \$1.00 per video message
- iii. Mail scanning solution. Company will provide Mail Scanning, at no cost to the Premises Provider.
- iv. Accessories – Replacement Earbuds: \$4.00.
- v. Tablet Replacement. \$249.99

- c. ViaPath Additional Features. The ViaPath Additional Features and value-added services will be provided to the Premises Provider under Enhanced Services.

<b>ViaPath Additional Features</b>
Two (2) Year On-Line Call Recording Storage
60 Day On-Line Video Recording Storage
Live Monitoring
Call Detail Reporting Tools
CD Burning Tools
PREA Support
24X7 Technical Support
Hot Alert
Audit Tools
Voice IQ Initial Voice Biometrics Stops PIN sharing
Call IQ Keyword Search/Word Recognition application. Includes Translation Capabilities
Unlimited Reverse Number Lookup (BNA)
Data IQ - Advanced Investigative Data Analysis
Called Party IQ - Detection of prisoner-to-prisoner telephone calling
Phone IQ – Phone Type Id

5. **Section 8, Tablet Commissions**, of the Tablet Service Schedule is hereby deleted in its entirety and replaced as follows:

**8. Tablet Commissions.**

- a. Company will pay monthly a sum equal to twenty-five percent (25%) of gross revenue (less all applicable taxes, government-imposed fees or charges, and billing or security fees) received from the per minute rate or subscription/access pass charged to inmates for Enhanced Services excluding Enhanced Communications.
- b. Tablet Commission payments will be completed monthly, and all Tablet Commission payments will be final and binding upon the Premises Provider unless written objection is received by the Company within sixty (60) days of receipt of commission payment by the Premises Provider.

6. **Section 9, Tablet Replacement**, is hereby added to the Tablet Service Schedule as follows:

**9. Tablet Replacement.**

*Inmates are responsible for the care and security of the Tablets while in their possession and may not access or use the Tablets for any purpose other than permitted communication, education, and entertainment purposes. Inmates' access and use of the Tablets must be in accordance with all applicable legal requirements including all federal, state, and local laws, rules, and regulations (including Premises Provider policies) and the Terms of Use. Company may, in its discretion, restrict use or prohibit certain activities in connection with the Tablets.*

*Inmates will be responsible for the replacement cost and any associated costs of Tablets that have been damaged, tampered with, misused, destroyed, lost or stolen, used in violation of the Terms of Use, or as otherwise set forth in this Agreement. Any Inmate responsible for replacement costs may be prohibited from use and/or access to Tablets until such replacement costs are paid. The Parties agree that the replacement cost for a Tablet is \$249.99. Tablet Replacements will be in accordance with Section 7.*

- a. Replacement Conditions. Any of the conditions set forth below must be reported immediately to the Company Onsite Technician or the Company's dedicated Field Service Manager (FSM).
  - i. Normal Wear and Tear. Replacement of Tablets due to normal wear and tear may be provided by Company as set forth in Section 5, Support and Maintenance.

- ii. Defect or Malfunction. Replacement of Tablets that fail due to manufacturing/provisioning or software issues that cause the Tablet to no longer function will be provided by Company as set forth in Section 5, Support and Maintenance.
  - iii. Damage or Tamper. Replacement of Tablets that have been damaged or tampered with will not be provided by the Company, and the replacement costs of such Tablet will be the responsibility of the inmate. Tablet damage or tampering includes, but is not limited to, the following: cracked or smashed screens, missing or removed internal parts, opening or prying of cases, or writing on, vandalizing, or graffitiing on Tablet.
  - iv. Loss or Theft. If a Tablet is lost or stolen, the inmate must report the loss or theft immediately to Premises Provider staff, submit a request for replacement, and cooperate fully with efforts to retrieve the Tablet. Replacement will be subject to Company review, and inmates shall be responsible for the cost of a replacement Tablet.
  - v. Other Inmate Violation or Misuse. Inmates shall be responsible for the replacement costs of Tablets damaged due to misuse or violation of any Terms of Use, including intentionally, recklessly, negligently, or purposefully damaging, tampering with or destroying a Tablet.
- b. Replacement Process. The process for reporting damaged, lost, or stolen Tablets and requesting replacement will be mutually agreed upon and memorialized in writing during the project management phase of implementation by Company and Premises Provider via a Standard Operating Procedure (“SOP”).
- i. Tablet Replacement Request. Inmates and/or Premises Provider must submit a Tablet replacement request (“Tablet Replacement Request”) for review and approval of the Company. The Tablet Replacement Request should include a description of the issue with the Tablet and a description of how and when the Tablet was damaged, lost, or stolen. Company will review the Tablet Replacement Request, inspect the Tablet, and determine if additional information is needed to process the request.
  - ii. Replacement Cost Invoicing/Billing. The Parties agree that the replacement cost for a Tablet is \$249.99. If it is determined that an inmate is responsible for the replacement cost, Company will invoice the Premises Provider for the replacement cost. Company will invoice the Premises Provider monthly for such replacement Tablets. Premises Provider will assess the inmate for the replacement costs, obtain reimbursement from the inmate, or remit payment from the Inmate Welfare fund.
  - iii. Priority of Tablet Replacement. Unless otherwise agreed to in writing by the Parties, Company will prioritize replacement of Tablets due to normal wear and tear as well as defect and malfunctioning before all other.

In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control. Except as set forth in this Amendment, the Agreement remains in full force and effect, without modification or amendment, and is hereby ratified and confirmed. This Amendment may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract. Original signatures transmitted by facsimile or electronic mail shall be effective to create such counterparts. Each person whose signature appears below warrants and represents that they have the requisite authority to execute this Amendment on behalf of the entity for which they are signing.

**IN WITNESS WHEREOF, the foregoing Amendment has been executed by the Parties as of the latest date listed below.**

**Company**  
**Global Tel Link Corporation**  
**d/b/a ViaPath Technologies**

**Premises Provider**  
**County of Winnebago**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Winnebago County Sheriff's Office**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_





March 6, 2025

**VIA OVERNIGHT MAIL AND ELECTRONIC MAIL**

**Winnebago County Sheriff's Office  
650 W. State Street  
Rockford, Illinois 61102**

**Re: Pending Amendment to Agreement**

Dear Sir or Madam:

Global Tel\*Link Corporation d/b/a ViaPath Technologies (“ViaPath” or the “Company”) and **Winnebago County Sheriff's Office** (the “Premises Provider”) are parties to a certain **Master Services Agreement** dated **August 14, 2017** as amended from time to time (the “Agreement”).

Effective March 31, 2025, ViaPath must make certain changes mandated by the Federal Communications Commission (“FCC”) final Report and Order, Order on Reconsideration, Clarification and Waiver, and Further Notice of Proposed Rulemaking (the “FCC Order”) to implement the provisions of the Martha Wright-Reed Just and Reasonable Communications Act of 2022 (“MWR Act”) governing incarcerated people’s communications services (“IPCS”) that became effective as of November 19, 2024.

As you know, the parties have been in discussions over the past several months regarding the modifications to the Agreement necessary to comply with the FCC Order. Unfortunately, we have run out of time and ViaPath must implement certain changes to comply with the law. Notwithstanding anything to the contrary in the Agreement and per the parties’ verbal agreement to the attached proposed Amendment to the Agreement, **ViaPath will implement the changes as described in the attached Amendment effective March 31, 2025**, unless compliance with the FCC Order is stayed or amended through a regulatory or court proceeding. In the event the FCC Order is stayed or amended, modifications described in the attached amendment shall not go into effect until the stay is lifted or a subsequent effective date for compliance with the FCC Order is established in accordance with applicable law or order.

Should you have any questions, comments or objections to the changes described in the attached Amendment to the Agreement please contact Charles Lintz at [charles.lintz@viapath.com](mailto:charles.lintz@viapath.com) or the undersigned, Kali Runco at [kali.runco@viapath.com](mailto:kali.runco@viapath.com) immediately. Absent any immediate communication from you, we will proceed with our planned implementation effective March 31, 2025.

We look forward to continuing to work with you and support you and the community you serve. We are ready to work with you at your convenience to finalize the Amendment to the Agreement. Thank you for your cooperation on this matter.

Sincerely,

A handwritten signature in blue ink that reads "Kali Runco".

Kali Runco  
Contracts Manager