



**CHAMPAIGN COUNTY BOARD  
COMMITTEE OF THE WHOLE ADDENDUM**

**Finance/Justice & Social Services/Policy, Personnel, & Appointments**

County of Champaign, Urbana, Illinois

Thursday, November 10, 2016 – 6:30 p.m.

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Lyle Shields Meeting Room-Brookens Administrative Center  
1776 E. Washington, Urbana, Illinois

**IX. Finance**

**G. Other Business**

**Probation & Court Services**

1. Request Approval of an Agreement for Health Care Services at the Champaign County Juvenile Detention Center with Cost Care Solutions, LLC

**AGREEMENT FOR INMATE HEALTH CARE SERVICES**  
**AT THE CHAMPAIGN COUNTY, ILLINOIS JUVENILE DETENTION CENTER**  
**Effective December 1, 2015 through December 31, 2017**

This Agreement for Inmate Health Services (hereinafter, the “Agreement”) is entered into by and between the County of Champaign, a municipality in the State of Illinois (hereinafter, the “COUNTY”) acting by and through its duly elected Board of COUNTY Commissioners (hereinafter the “BOARD”) and Department of Probation and Court Services Director (hereinafter, “DIRECTOR”), and Correct Care Solutions, LLC (hereinafter, “CCS”), a Kansas limited liability company.

**RECITALS**

**WHEREAS**, the COUNTY is charged by law with the responsibility for administering, managing, and supervising the health care delivery system of the Champaign County Juvenile Detention Center located at 400 S. Art Bartell Road, Urbana, Illinois 61801 (hereinafter, “DETENTION CENTER”); and

**WHEREAS**, the objective of the COUNTY is to provide for the delivery of quality health care to the INMATES and DETAINEES of the DETENTION CENTER (hereinafter, “DETENTION CENTER POPULATION”), in accordance with applicable law; and

**WHEREAS**, CCS is in the business of administering correctional health care services and desires to administer such services on behalf of the COUNTY to the DETENTION CENTER POPULATION under the terms and conditions hereof.

**NOW THEREFORE**, in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

**DEFINITIONS**

**INMATES/DETAINEES** – An INMATE/DETAINEE held under the jurisdiction of the COUNTY or DIRECTOR. COUNTY INMATES/DETAINEES may be housed in the DETENTION CENTER or in another jurisdiction’s correctional facility. However, INMATES/DETAINEES housed in another jurisdiction are not covered by the provisions of this Agreement.

**COVERED PERSONS** – An INMATE/DETAINEE who is: (1) part of the DETENTION CENTER’S MADP; and (2) incarcerated in the DETENTION CENTER.

**DETAINEE** – A juvenile individual whose sentence has not yet been adjudicated and is held in lawful custody.

**HEALTH CARE STAFF** – Medical, mental health and support staff provided by CCS.

**INMATE** – A juvenile individual who is being incarcerated for the term of their adjudicated sentence.

**MONTHLY AVERAGE DAILY POPULATION (MADP)** – The average number of INMATES/DETAINEES housed in the DETENTION CENTER on a daily basis for the period of one month. The MADP shall include, but separately list, INMATES/DETAINEES from other jurisdictions outside of COUNTY. The MADP shall be figured by adding the daily population for the DETENTION CENTER and INMATES/DETAINEES from other jurisdictions outside of COUNTY (as determined by a count performed at the same time each day) for each day of the month and dividing this sum by the total number of days in the month. The daily count to be used is the one taken in the morning, usually between 6:00 a.m. and 7:00 a.m. DETENTION CENTER records shall be made available to CCS upon request to verify the MADP. Persons on work release and not indigent, home confinement, housed outside of the DETENTION CENTER, and parolees and escapees shall not be considered part of the DETENTION CENTER's MADP.

**NCCHC** – The National Commission on Correctional Health Care.

## **ARTICLE I** **HEALTH CARE SERVICES**

- 1.0 **SCOPE OF SERVICES.** CCS shall administer health care services and related administrative services at the DETENTION CENTER according to the terms and provisions of this Agreement.
- 1.1 **GENERAL HEALTH CARE SERVICES.** CCS will arrange and bear the cost of the following health care services:
  - 1.1.1 **HEALTH ASSESSMENT.** A health assessment of a COVERED PERSON shall be performed within 48 hours of the INMATE/DETAINEE'S arrival at the DETENTION CENTER. The health assessment shall follow current NCCHC guidelines.
  - 1.1.2 **SCHEDULED SICK CALL.** A qualified healthcare professional shall conduct sick calls for COVERED PERSONS on a timely basis and in a clinical setting five days per week. A physician will be available to see COVERED PERSONS at least once per week.
  - 1.1.3 **MENTAL HEALTH CARE.** CCS shall arrange and bear the cost of on-site mental health services for COVERED PERSONS which shall include assessments, referrals, crisis management, suicide intervention, individual therapy, group therapy and basic community linkage. CCS shall not be responsible for the provision or cost of any off-site or inpatient mental health services. The COUNTY shall be responsible for the provision and cost of off-site or inpatient mental health services for the DETENTION CENTER POPULATION.

- 1.1.4 MEDICAL WASTE – COVERED. CCS shall be responsible for the provision or cost of any medical waste services. CCS shall bear all responsibility for compliance with OSHA and any state and federal regulations with respect to medical waste.

## **ARTICLE II** **HEALTH CARE STAFF**

- 2.0 STAFFING HOURS. CCS shall provide or arrange for the provision of HEALTH CARE STAFF necessary to render the health care services contemplated in Article I, and as further set forth in the staffing plan attached hereto as Exhibit A.
- 2.0.1 A total of 28 hours per week of Registered Nurse services to be assigned by CCS (an LPN may substitute if and when an RN is not available).
- 2.0.2 A total of 1.5 hours per week of on-site Physician services to see DETAINES at least once per week.
- 2.0.3 CCS shall provide an on-call physician and/or nurse available by telephone or pager, 24 hours per day and 7 days per week.
- 2.0.4 A total of 4 hours per week of on-site mental health professional services to be assigned by CCS.
- 2.0.5 CCS shall provide on-call mental health services available by telephone or pager, 24 hours per day and 7 days per week.
- 2.1 STAFFING LEVELS WAIVER. Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased INMATE/DETAINEE population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be waived as agreed to by the DIRECTOR and CCS.
- 2.2 STAFFING CHANGES. CCS shall not change members of the HEALTH CARE STAFF without prior notice to the DIRECTOR.
- 2.3 STAFF SCREENING. The COUNTY and DIRECTOR shall screen the HEALTH CARE STAFF, employees, agents, and subcontractors providing services at the DETENTION CENTER to ensure they do not constitute a security risk. The DIRECTOR shall have final approval of the HEALTH CARE STAFF, employees, agents, and subcontractors in regards to security/background clearance.
- 2.4 SATISFACTION WITH HEALTH CARE STAFF. If the DIRECTOR becomes dissatisfied with any member of the HEALTH CARE STAFF, the DIRECTOR shall provide CCS written notice of such dissatisfaction and the reasons therefore. Following receipt of such notice, CCS shall use commercially reasonable efforts to

resolve the dissatisfaction. If the problem is not resolved to the satisfaction of the DIRECTOR within 10 business days following CCS' receipt of the notice, the DIRECTOR may instruct CCS to remove the individual from providing services at the DETENTION CENTER within a reasonable time frame considering the effects of such removal on CCS' ability to deliver health care services and recruitment/hiring of an acceptable replacement. The DIRECTOR reserves the right to revoke the security clearance of any HEALTH CARE STAFF at any time.

### **ARTICLE III** **ADMINISTRATIVE SERVICES**

- 3.0 QUARTERLY REPORTS. As requested by the DIRECTOR, CCS shall submit quarterly health care reports concerning the overall operation of the health care services program rendered pursuant to this Agreement and the general health of the DETENTION CENTER POPULATION.
- 3.1 QUARTERLY MEETINGS. As requested by the DIRECTOR, CCS shall meet quarterly, or as soon thereafter as possible, with the DIRECTOR, or designee, concerning health care services within the DETENTION CENTER and any proposed changes in health-related procedures or other matters, which both parties deem necessary.
- 3.2 MEDICAL RECORDS MANAGEMENT. CCS shall provide the following medical records management services:
  - 3.2.1 MEDICAL RECORDS MANAGEMENT. HEALTH CARE STAFF shall maintain, cause or require the maintenance of complete and accurate medical records for COVERED PERSONS who have received health care services. Medical records shall be kept separate from COVERED PERSON'S confinement records. A complete copy of the individual medical record shall be available to accompany each COVERED PERSON who is transferred from the DETENTION CENTER to another location for off-site services or transferred to another institution. CCS will keep medical records confidential and shall not release any information contained in any medical record except as required by published DETENTION CENTER policies, by a court order or by applicable law.
  - 3.2.2 TERMINATION OF AGREEMENT. Upon termination of this AGREEMENT, all medical records shall be delivered to and remain with the COUNTY.
  - 3.2.3 COMPLIANCE WITH LAWS. Each medical record shall be maintained in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and any other applicable state or federal privacy statute or regulation.

- 3.2.4 RECORDS AVAILABILITY. As needed to administer the terms of this AGREEMENT, CCS shall make available to the DIRECTOR or COUNTY, unless otherwise specifically prohibited, at the DIRECTOR'S or COUNTY'S request, all records, documents, and other papers relating to the direct delivery of health care services to the DETENTION CENTER POPULATION hereunder.
- 3.3 CCS shall review provider's bills for necessary and reasonableness (and advise the DIRECTOR if the service is unnecessary or unreasonable) and shall promptly code-in the Illinois Public Aid rate for all bills and furnish this information to the DIRECTOR in a timely fashion. CCS shall maintain and promptly furnish the DIRECTOR with names, dates and condition for which INMATES/DETAINEES are referred to other providers for service.
- ARTICLE IV**  
**PERSONS COVERED UNDER THIS AGREEMENT**
- 4.0 GENERAL. Except as otherwise provided in this Agreement, CCS shall only be required to arrange for health care services under this Agreement to be provided to COVERED PERSONS.
- 4.1 EMERGENCY MEDICAL CARE FOR DETENTION CENTER EMPLOYEES AND VISITORS. CCS shall arrange for on-site first response emergency medical care as required for DETENTION CENTER employees, contractors and visitors to the DETENTION CENTER. The medical treatment shall be limited to the extent reasonably necessary to stabilize and facilitate the individual's referral to a medical facility or personal physician.
- 4.2 RELEASE FROM CUSTODY. The COUNTY acknowledges and agrees that CCS is responsible for the payment of costs associated with services rendered to COVERED PERSONS as set forth in this Agreement only when such persons remain in the custody of, or under the jurisdiction of, the DETENTION CENTER. In no event shall CCS be responsible for payment of any costs associated with any services rendered to any individual when said individual is released from the custody of, or no longer under the jurisdiction of, the DETENTION CENTER including, but not limited to, releasees, parolees and escapees. Furthermore, in no event shall CCS be responsible for payment of costs associated with any medical services rendered to a COVERED PERSON when said COVERED PERSON is injured outside the DETENTION CENTER facility during transport to or from the DETENTION CENTER unless and until that person has been accepted as an INMATE/DETAINEE.

**ARTICLE V**  
**PERSONS NOT COVERED OR PARTIALLY COVERED UNDER THIS AGREEMENT**  
**(Intentionally Omitted)**

**ARTICLE VI**  
**COST OF SERVICES NOT COVERED UNDER THIS AGREEMENT**

- 6.0 SERVICES NOT LISTED. Both parties understand and agree that there will be costs incurred for health care related services as outlined in Articles I, II and III above. CCS shall not be responsible for any expenses not specifically covered under Articles I, II and III of this Agreement. In the event that any of the health care services not covered by CCS under Articles I, II and III, or any services that are not listed within this Agreement, are required for a member of the DETENTION CENTER POPULATION as a result of the medical judgment of a physician or CCS authorized personnel, CCS shall not be responsible for arranging such services and the cost of such services shall be billed directly to the COUNTY.

**ARTICLE VII**  
**COUNTY'S DUTIES AND OBLIGATIONS**

- 7.0 COMPLIANCE WITH HIPAA/STATE HEALTH INFORMATION PRIVACY LAWS. The COUNTY, DETENTION CENTER, and DIRECTOR and their employees, agents and subcontractors shall comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") and any State health information privacy laws, to the extent they are applicable. The COUNTY and the DIRECTOR shall implement policies and procedures in compliance with such laws.
- 7.1 COMPREHENSIVE MEDICAL/MENTAL HEALTH CARE. CCS shall identify to the DIRECTOR those members of the DETENTION CENTER POPULATION with medical or mental health conditions which may be worsened as a result of being incarcerated at the DETENTION CENTER or which may require extensive care while incarcerated. If the DIRECTOR is unable to remove such persons from the DETENTION CENTER, CCS shall in no way be liable for any acts or omissions committed by such person or any loss or damage resulting therefrom.
- 7.2 RECORD ACCESS. During the term of this Agreement, and for a reasonable time following the termination of this Agreement, the DIRECTOR shall provide CCS, at CCS's request, the COUNTY, DETENTION CENTER and DIRECTOR'S records (including medical records) relating to the provision of health care services to the DETENTION CENTER POPULATION, including records maintained by hospitals, and other outside health care providers involved in the care or treatment of the DETENTION CENTER POPULATION (to the extent the COUNTY, DETENTION CENTER or DIRECTOR has control of, or access to, such records). CCS may request such records in connection with the investigation of, or defense of, any claim by a third party related to CCS's conduct or to prosecute a claim

against a third party. Any such information provided by the DIRECTOR to CCS that the DIRECTOR considers confidential shall be kept confidential by CCS and shall not, except as may be required by law, be distributed to any third party without prior written approval by the DIRECTOR.

- 7.3 USE OF INMATES/DETAINEES IN THE PROVISION OF HEALTH CARE SERVICES. INMATES/DETAINEES of the DETENTION CENTER shall not be employed or otherwise engaged or utilized by either CCS or the DIRECTOR in rendering any health care services to the DETENTION CENTER POPULATION, provided however, that INMATES/DETAINEES may be used in positions not involving the rendering of health care services directly to the DETENTION CENTER POPULATION and not involving access to DETENTION CENTER POPULATION records in accordance with NCCHC standards.
- 7.4 SECURITY OF THE DETENTION CENTER FACILITY AND CCS. CCS and the COUNTY understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of CCS, as well as for the security of the DETENTION CENTER POPULATION and DIRECTOR'S staff, consistent with a correctional setting. The DIRECTOR shall provide security sufficient to enable CCS, the HEALTH CARE STAFF, employees, agents and subcontractors to safely provide the health care services described in this Agreement. CCS, the HEALTH CARE STAFF, employees, agents and subcontractors shall follow all security procedures of the DIRECTOR while at the DETENTION CENTER or other premises under the DIRECTOR'S direction or control. However, any HEALTH CARE STAFF, employee, agent or subcontractor may, at any time, refuse to provide any service required under this Agreement if such person reasonably feels that the current safety services are insufficient and in the event of the occurrence of any riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, lack of adequate security escorts, strikes, lockouts, differences with workers, earthquakes, fires, floods, Acts of God or any other reason whatsoever which is not reasonably within the control of the COUNTY. CCS shall not be liable for any loss or damages resulting from the HEALTH CARE STAFF, employees, agents and subcontractors failure to provide medical services due to insufficient security services.
- 7.5 DIRECTOR'S POLICIES AND PROCEDURES. CCS, its HEALTH CARE STAFF, employees, agents and subcontractors shall operate within the requirements of the COUNTY'S and DIRECTOR'S posted security Policies and Procedures, which impact the provision of medical services.
  - 7.5.1 A complete set of said Policies and Procedures shall be maintained by the COUNTY and made available for inspection by CCS at the DETENTION CENTER, and CCS may make a reasonable number of copies of any specific section(s) it wishes using the DIRECTOR'S photocopy equipment and paper.

- 7.5.2 Any Policy or Procedure that may impact the provision of health care services to the DETENTION CENTER POPULATION which has not been made available to CCS shall not be enforceable against CCS unless otherwise agreed upon by both parties.
- 7.5.3 Any modification of the posted Policies and Procedures shall be timely provided to CCS. CCS, its HEALTH CARE STAFF, employees, agents and subcontractors shall operate within the requirement of a modified Policy or Procedure after such modification has been made available to CCS.
- 7.5.4 As requested by the DIRECTOR, CCS will review existing and proposed DIRECTOR'S policies and procedures as they relate to the delivery of medical and mental health services and confer with DIRECTOR'S representative as necessary to 1) provide up to date policies and procedures that offer necessary and quality care to INMATES/DETAINEES, and 2) to insure that DIRECTOR'S policy and procedures are reasonably consistent with CCS policy and procedure.
- 7.6 DAMAGE TO EQUIPMENT. COUNTY and DIRECTOR shall be liable for loss of or damage to equipment and supplies of CCS, its agents, employees or subcontractors if such loss or damage was caused by their negligence or by INMATES/DETAINEES.
- 7.7 SECURE TRANSPORTATION. The DIRECTOR shall provide security as necessary and appropriate in connection with the transportation of a member of the DETENTION CENTER POPULATION to and from off-site services including, but not limited to, SPECIALTY SERVICES, hospitalization, pathology and radiology services as requested by CCS. CCS shall coordinate with the DIRECTOR'S office for transportation to and from the off-site services provider or hospital.
- 7.8 OFFICE EQUIPMENT AND SUPPLIES. The DIRECTOR shall provide use of COUNTY-owned office equipment, supplies and all necessary utilities (including telephone, internet access and fax line service) in place at the DETENTION CENTER health care facilities. At the termination of this Agreement, CCS shall return to the COUNTY possession and control of all COUNTY-owned medical and office equipment. At such time, the office equipment shall be in good working order, reasonable wear and tear excepted.
- 7.9 NON-MEDICAL CARE OF DETENTION CENTER POPULATION. It is understood that the DIRECTOR shall provide for all the non-medical personal needs and services of the DETENTION CENTER POPULATION as required by law. CCS shall not be responsible for providing, or liable for failing to provide, non-medical services to the DETENTION CENTER POPULATION including, but

not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services and linen supplies.

- 7.10 **DETENTION CENTER POPULATION INFORMATION.** In order to assist CCS in providing the best possible health care services to COVERED PERSONS, the DIRECTOR shall provide, as needed, information pertaining to the COVERED PERSON that CCS and the DIRECTOR mutually identify as reasonable and necessary for CCS to adequately perform its obligations under this Agreement.

## **ARTICLE VIII** **COMPENSATION/ADJUSTMENTS**

- 8.0 **ANNUAL AMOUNT/MONTHLY PAYMENTS.** The base annual amount to be paid by the COUNTY to CCS for the initial term of the Agreement (as described in Paragraph 9.0 below) is One Hundred Thousand One Hundred Sixteen Dollars and Thirty-Six Cents (\$100,116.36) for a period of 12 months, payable in equal monthly installments. Each monthly payment shall be in the amount of \$8,343.03, pro-rated for any partial months and subject to any reconciliations as set forth below. The first monthly amount is to be paid to CCS on the 1st day of December, 2015 for services administered in the month of December, 2015. Each monthly payment thereafter is to be paid by the COUNTY to CCS before or on the 1st day of the month of service. If the COUNTY disputes any invoice received from CCS, it shall notify CCS, in writing, within 15 days of the invoice date so that the parties may mutually resolve such dispute; otherwise, all invoices shall payable.
- 8.1 **QUARTERLY RECONCILIATION PROCESS.** CCS will provide a quarterly reconciliation to the COUNTY for any amounts owed by either party pursuant to the terms of this Agreement, including the items set forth below in Paragraph 8.1.1. and 8.1.2. The COUNTY shall pay all amounts due and owed to CCS within 30 days of receiving the quarterly reconciliation and corresponding invoice.
- 8.1.1 **ADJUSTMENT FOR STAFFING.** The quarterly reconciliation shall include an adjustment based on the MADP of 25 COUNTY INMATES/DETAINEES and staffing hours. For each month in the quarter reconciled, if the DETENTION CENTER'S MADP is greater than 25 COUNTY INMATES/DETAINEES, and the actual staffing hours exceed those in Paragraphs 2.01, 2.02 and 2.04, the compensation payable to CCS by the COUNTY shall be increased by the difference between hours provided and hours contracted, multiplied by the current cost for each position.
- 8.1.2 **ADJUSTMENT FOR TUBERCULOSIS TESTING SOLUTION.** The quarterly reconciliation shall include any amounts which CCS was billed for the Tuberculosis testing solution from the supplier and related supplies for the Tuberculosis test. The compensation payable to CCS by the COUNTY shall be increased by any amount paid by CCS to the supplier for the Tuberculosis testing solution and supplies pursuant to Paragraph 4.1.

- 8.2 PROMPT PAYMENT. All payments due to CCS hereunder shall be payable in accordance with the Illinois Prompt Payment Act.

## **ARTICLE IX** **TERM AND TERMINATION**

- 9.0 TERM. The initial term of this Agreement shall be two years and one month from December 1, 2015 at 12:01 a.m. through December 31, 2017 at 11:59 p.m., unless this Agreement is terminated or notice of termination is given, as set forth in this Article. Upon mutual agreement of the parties, this Agreement may be renewed for additional one-year periods on December 1st of each subsequent year.
- 9.0.1 RENEWAL. Upon each subsequent renewal of this Agreement pursuant to Paragraph 9.0, a modification in the annual compensation amount shall be negotiated between the parties, not to be less than the Consumer Price Index – All Urban Consumers, U.S. City Average, Medical Care Services (1982=100), published by the Bureau of Labor Statistics of the U.S. Department of Labor. Should the parties reach said agreement after the renewal date, the agreed upon increase shall be retroactive to the date of the renewal. CCS reserves the right to evaluate and recommend staffing increases to be mutually agreed upon by both parties.
- 9.1 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this Agreement shall be subject to annual appropriations by the BOARD of the COUNTY.
- 9.1.1 Recognizing that termination for lack of appropriations may entail substantial costs for CCS, the COUNTY and the DIRECTOR shall act in good faith and make every effort to give CCS reasonable advance notice of any potential problem with funding or appropriations.
- 9.1.2 If future funds are not appropriated for this Agreement, and upon exhaustion of existing funding, the COUNTY and DIRECTOR may terminate this Agreement without penalty or liability, by providing a minimum of 30 days advance written notice to CCS.
- 9.2 TERMINATION DUE TO CCS' OPERATIONS. The COUNTY reserves the right to terminate this Agreement immediately upon written notification to CCS in the event that CCS discontinues or abandons operations, is adjudged bankrupt or is reorganized under any bankruptcy law, or fails to keep in force any required insurance policies. Both parties agree that termination under this provision will be considered without cause.
- 9.3 TERMINATION FOR CAUSE. The Agreement may be terminated for cause under the following provisions:

- 9.3.1 TERMINATION BY CCS. Failure of the COUNTY or DIRECTOR to comply with any provision of this Agreement shall be considered grounds for termination of this Agreement by CCS upon 60 days advance written notice to the COUNTY specifying the termination effective date and identifying the “basis for termination.” The COUNTY shall pay for services rendered up to the date of termination of the Agreement. Upon receipt of the written notice, the COUNTY shall have 10 days to provide a written response to CCS. If the COUNTY provides a written response to CCS which provides an adequate explanation for the “basis for termination” and the COUNTY cures the “basis for termination” to the satisfaction of CCS, the 60day notice shall become null and void and this Agreement will remain in full force and effect. Termination under this provision shall be without penalty to CCS.
- 9.3.2 TERMINATION BY COUNTY. Failure of CCS to comply with any provision of this Agreement shall be considered grounds for termination of this Agreement by the DIRECTOR or the COUNTY who shall provide 60 days advance written notice specifying the termination effective date and identifying the “basis for termination.” The COUNTY shall pay for services rendered up to the date of termination of the Agreement. Upon receipt of the written notice CCS shall have 10 days to provide a written response to the COUNTY. If CCS provides a written response to the COUNTY which provides an adequate explanation for the “basis of termination,” or cures the “basis for termination” to the satisfaction of the DIRECTOR, the 60 day notice shall become null and void and this Agreement will remain in full force and effect. Termination under this provision shall be without penalty to the DIRECTOR or the COUNTY.
- 9.4 TERMINATION WITHOUT CAUSE. Notwithstanding anything to the contrary contained in this Agreement, the DIRECTOR or the COUNTY may, without prejudice to any other rights it may have, terminate this Agreement for its convenience and without cause by giving 90 days’ advance written notice to CCS. CCS may, without prejudice to any other rights it may have, terminate this Agreement for its convenience and without cause by giving 90 days’ advance written notice to the DIRECTOR and the COUNTY.
- 9.5 COMPENSATION UPON TERMINATION. If any of the above termination clauses are exercised by any of the parties to this Agreement, the COUNTY shall pay CCS for all services provided regardless of the COUNTY’S failure to appropriate funds and/or the termination date listed in the notice.
- 9.6 PROPERTY DISPOSITION UPON TERMINATION. Upon termination of this Agreement, CCS shall be allowed to remove from the DETENTION CENTER any stock medications or supplies purchased by CCS that have not been used at the time of termination. CCS shall also be allowed to remove its property from the

DETENTION CENTER including its proprietary Policies and Procedures, Manuals, Training Material, and Forms.

## **ARTICLE X** **LIABILITY AND RISK MANAGEMENT**

- 10.0 INSURANCE COVERAGE. CCS shall, at its sole cost and expense, procure and maintain during the term of this Agreement, the following coverage and limits of insurance:
  - 10.0.1 MEDICAL MALPRACTICE/PROFESSIONAL LIABILITY. Medical Malpractice/ Professional Liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
  - 10.0.2 COMPREHENSIVE GENERAL LIABILITY. Comprehensive General Liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
  - 10.0.3 WORKER'S COMPENSATION. Worker's Compensation coverage as required by applicable state law and Employer Liability insurance with limits of \$500,000 per occurrence and \$500,000 in the aggregate.
- 10.1 ENDORSEMENTS. The Comprehensive General Liability policy shall contain additional endorsements naming the Champaign County Juvenile Detention Center; the Champaign County Office of Probation and Court Services; the County of Champaign, a municipal corporation; Joseph J. Gordon, Director of the Champaign County Office of Probation and Court Services, and all subsequent directors; the County of Champaign, a municipal corporation; and all employees of the Champaign County Office of Probation and Court Services, the Champaign County Juvenile Detention Center, and the County of Champaign as an additional insured with respect to liabilities arising out of the performance of services under this Agreement.
- 10.2 PROOF OF INSURANCE. CCS shall provide the COUNTY proof of professional liability or medical malpractice coverage for CCS' HEALTH CARE STAFF, employees, agents and subcontractors, for the term services are provided under this Agreement. CCS shall promptly notify the DIRECTOR, in writing, of each change in coverage, reduction in policy amounts or cancellation of insurance coverage. If CCS fails to provide proof of adequate insurance within a reasonable time under the circumstances, then the COUNTY shall be entitled to terminate this Agreement without penalty to the COUNTY or the DIRECTOR pursuant to the terms of Article IX.
- 10.3 INDEMNIFICATION. CCS agrees to indemnify and hold harmless the Champaign County Juvenile Detention Center; the Champaign County Office of Probation and Court Services; Joseph J. Gordon, Director of the Champaign County

Office of Probation and Court Services, and all subsequent Directors; and all employees of the Champaign County Office of Probation and Court Services, and the County of Champaign from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever caused by, based upon or arising out of any act, conduct, misconduct or omission of CCS, its agents, employees, or independent contractors in connection with the performance or non-performance of its duties under this Agreement. The COUNTY agrees to indemnify and hold harmless CCS, its officials, agents, and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever caused by, based upon or arising out of any act, conduct, misconduct or omission of COUNTY, its agents, employees, or independent contractors. The COUNTY and DIRECTOR agree to promptly notify CCS in writing of any incident, claim or lawsuit of which they become aware and shall fully cooperate in the defense of such claim. The COUNTY and DIRECTOR agree that CCS' indemnification and defense obligations do not apply for any costs or expenses, including attorney's fees or settlements, incurred or effected prior to written notice to CCS as set forth above. Upon written notice of claim, CCS shall take all steps necessary to promptly defend and protect the COUNTY and DIRECTOR from an indemnified claim, including retention of defense counsel, and CCS shall retain sole control of the defense while the action is pending, to the extent allowed by law.

- 10.4 HIPAA. CCS, the COUNTY, DETENTION CENTER, and DIRECTOR and their employees, agents and subcontractors shall fully comply with, and shall implement all necessary policies and procedures in order to comply with the requirements of HIPAA as it applies to the services provided under this Agreement. The COUNTY, DETENTION CENTER and DIRECTOR and their employees and agents shall indemnify and hold harmless CCS from and against any claims of any kind made as a result of alleged or actual violations of HIPAA by the COUNTY, the DIRECTOR and their employees, agents and subcontractors, unless such claims are proven to be caused by the negligence or willful misconduct of CCS. Each Party and their employees and agents shall indemnify and hold harmless the other parties from and against any claims of any kind made as a result of alleged or actual violations of HIPAA by the indemnifying party and their employees, agents and subcontractors, unless such claims are proven to be caused by the negligence or willful misconduct of the Party seeking indemnification.
- 10.5 SURVIVAL. The obligations under this Article X shall survive the termination of this Agreement.

## **ARTICLE XI** **MISCELLANEOUS**

- 11.0 INDEPENDENT CONTRACTOR STATUS. It is mutually understood and agreed, and it is the intent of the parties hereto that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to create an agency

relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the COUNTY or DIRECTOR to exercise control or direction over the manner or methods by which CCS, its employees, agents or subcontractors perform hereunder, or CCS to exercise control or direction over the manner or methods by which the COUNTY or the DIRECTOR, and their employees, agents or subcontractors perform hereunder, other than as provided in this Agreement.

- 11.1 **SUBCONTRACTING.** In order to discharge its obligations hereunder, CCS may engage certain physicians as independent contractors rather than employees (“Contract Professionals”). CCS shall not engage any Contract Professional that does not meet the applicable professional licensing requirements and CCS shall exercise administrative supervision over such Contract Professionals as necessary to insure the fulfillment of the obligations contained in this Agreement. As the relationship between CCS and these Contract Professionals will be that of independent contractor, CCS will not be considered or deemed to be engaged in the practice of medicine. Services provided by Contract Professionals under this Agreement shall be provided in a manner reasonably consistent with the independent medical judgment the Contract Professional is required to exercise.
- 11.2 **AGENCY.** For purposes of asserting any statutory rights afforded to the COUNTY or the DETENTION CENTER to pay providers for medical services at certain reduced rates, COUNTY and DIRECTOR designate CCS as their agent to assert such rights and privileges.
- 11.3 **EQUAL EMPLOYMENT OPPORTUNITY.** CCS will 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 a bona fide occupational qualification of the position or because of status as a disabled veteran or Vietnam-Era veteran. CCS 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.
- 11.4 **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 other provision hereof.
- 11.5 **OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES.** The parties acknowledge that CCS is neither bound by nor aware of any other existing contracts to which either the DIRECTOR or the COUNTY are a party and which relate to the providing of health care to INMATES/DETAINEES at the DETENTION CENTER. 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 for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third-party beneficiaries thereof.

- 11.6 **FORCE MAJEURE.** In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State or Federal governments or because of riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, lack of adequate security escorts, strikes, lockouts, differences with workers, earthquakes, fires, floods, Acts of God or any other reason whatsoever which is not reasonably within the 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.
- 11.7 **ASSIGNMENT.** No party to this Agreement may assign or transfer this Agreement, or any part thereof, without the written consent of the other parties; provided that consent shall not be required for (1) an assignment by CCS in connection with the sale of all or substantially all of its assets to a person that assumes and agrees to perform all of CCS' obligations under this Agreement or (ii) the merger or consolidation of CCS with or into another person that succeeds to all of CCS' rights and obligations under this Agreement. The rights and obligations of the parties shall be unaffected by a change in control of CCS.
- 11.8 **NOTICES.** Any notice of termination, requests, demands or other communications under this Agreement shall be in writing and shall be deemed delivered: (a) when delivered in person to a representative the parties listed below; or (b) upon receipt when mailed by first-class certified mail, return receipt requested, or delivered by nationally recognized overnight delivery service addressed to the party at the address below:

If for CCS:	If for COUNTY:
Correct Care Solutions, LLC	Champaign County Probation and Court
Attn: Chief Legal Officer	Services, Director
1283 Murfreesboro Road, Suite 500	Champaign County Courthouse
Nashville, TN 37217	101 E. Main St.
	Urbana, IL 61801

Such address may be changed from time to time by either party by providing written notice as provided above.

- 11.9 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to the conflicts of laws or rules of any jurisdiction.

- 11.10 COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.
- 11.11 TITLES OF PARAGRAPHS. Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.
- 11.12 SEVERABILITY. In the event that any one or more provisions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.
- 11.13 CHANGES IN LAW. Should there be any change to or modification of the (i) local, national, or community standards of care, (ii) scope of services, or (iii) court rulings, state or federal law or statute, or interpretation of any of the foregoing that results in sustained and material increases in costs to CCS or coverage of costs related to such changes by CCS, then CCS, the COUNTY, and DIRECTOR, shall renegotiate this AGREEMENT in good faith to reflect such changes.
- 11.14 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. This Agreement may be amended at any time, but only with the written consent of all parties.

*[Signatures on following page]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as their official act by their respective representative, each of whom is duly authorized to execute the same.

**AGREED TO AND ACCEPTED AS STATED ABOVE:**

**County of Champaign, Illinois**

By: \_\_\_\_\_

Print Name:

Title: Champaign County Board Chairman

**Correct Care Solutions, LLC**

By: \_\_\_\_\_

Print Name: Chris Bove

Title: President

By: \_\_\_\_\_

Print Name:

Title: Champaign County Director of Probation  
and Court Services

## **EXHIBIT A**

### **CHAMPAIGN COUNTY JUVENILE DETENTION CENTER**

#### **STAFFING PLAN**

Position	On Call	Day Shift							Hrs/Wk	FTE
		Mon	Tue	Wed	Thu	Fri	Sat	Sun		
Physician	X			1.5					1.5	.38
Registered Nurse (LPN)	X	4	4	4	4	4	4	4	28	.7
Mental Health Professional	X					4			4	.1
<b>Total Hours/FTE – Day</b>									<b>33.5</b>	<b>.838</b>
Weekly Total										
<b>Total Hours/FTE per week</b>									<b>33.5</b>	<b>.838</b>