

AGREEMENT FOR INMATE MENTAL HEALTH SERVICES
AT CHAMPAIGN COUNTY, ILLINOIS

This AGREEMENT entered into by and between the County of Champaign, a municipality in the State of Illinois, hereinafter, ("the COUNTY"), and Health Professionals, LTD, (hereinafter, "HPL") an Illinois corporation.

Recitals

WHEREAS, the COUNTY desires to provide professional and responsive Mental Health Services to the adult inmates and detainees of County of CHAMPAIGN at the CHAMPAIGN County Jail ("the Jail"). The Jail consists of two facilities: the main facility located at 204 E. Main St., Urbana, Illinois and the satellite facility located at 502 S. Lierman, Urbana, Illinois.

WHEREAS, the COUNTY is a unit of local government, and its sub-agencies, more specifically, the Sheriff's Office and Corrections (hereinafter, the Sheriff), need mental health services for the adult inmates and detainees of the COUNTY

WHEREAS, HPL shall provide correctional mental health care and mental health care management services on behalf of the COUNTY to the adult inmates (collectively hereinafter, "the Jail Population").

WHEREAS, HPL is a corporation which provides correctional mental health care and health care management services and desires to provide such services to the COUNTY under the terms and conditions hereof.

THEREFORE, the parties enter into this Agreement as hereinafter set forth.

For and in consideration of the compensation to be paid to HPL as hereafter set forth, HPL agrees as follows:

I. Scope of Services Included. HPL shall provide mental health care services and management services at the Jail. These services shall be at HPL's cost, and in exchange for the compensation provided herein.

A. STAFFING. HPL will provide professional mental health staffing for the site as follows:

1. 3.5 Full-Time Equivalent (hereinafter "FTE") mental health professionals (140 hours per week) to provide on-site coverage Monday through Sunday. HPL will provide a mental health professional on-site as determined by operational needs. HPL shall ensure that a mental health professional will be scheduled on-site at a minimum of at least every three days a week. It is understood by the parties that .5 FTE will be allocated to linkage and after care. Linkage services will be pursuant to 20 Ill. Admin Code 701.60(e). Any changes will be mutually agreed upon by the parties.

2. 2 hours of psychiatrist on-site services per week.
3. A mental health professional shall be on-call 24 hours a day, 7 days a week, every day, including holidays, and if the authorized mental health professional determines that he or she is required at the site, response time shall not exceed two hours. Additional hours shall be provided if mutually agreed upon by both parties in writing;
4. Both sites will be provided the total amount of hours listed in subsection I (A)(1) through I(A)(2). Said hours will be allocated and may be subject to change as determined by mutual agreement of the SHERIFF and HPL's authorized personnel, but shall be in all respects consistent with the recommendations of HPL's Director of Mental Health.
5. **STAFFING LEVELS WAIVER.** Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be waived as agreed to by the SHERIFF and HPL.
6. **STAFFING CHANGES.** HPL shall not make staffing changes without prior notice to the SHERIFF. In recognition of the sensitive nature of correctional services, if the SHERIFF becomes dissatisfied with any health care personnel provided by HPL, HPL shall, following written notice from the SHERIFF of dissatisfaction and the reasons therefore, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to the SHERIFF within ten (10) days, HPL shall remove the individual about whom the SHERIFF has expressed his dissatisfaction. Should removal of an individual become necessary, HPL will be allowed reasonable time to find an acceptable replacement. If, in the sole judgment of the SHERIFF, immediate removal of any health care personnel is necessary, that person shall be removed and replaced forthwith.

B. MENTAL HEALTH SCREENING. HPL shall provide mental health screening for all inmates no later than 14 calendar days after the inmates' arrival and/or as established by the standards of the National Commission on Correctional Health Care (NCCHC).

C. MENTAL HEALTH EVALUATION. HPL shall provide mental health evaluation for those inmates identified by an HPL's mental health clinician as positive screens. Inmates who require mental health services beyond those available at the facility as determined by HPL's qualified mental health professional will be referred to an appropriate facility.

D. MENTAL HEALTH EDUCATION AND STAFF TRAINING. HPL shall conduct an ongoing mental health education program and training for the SHERIFF's Department as follows:

1. Mental Health Policies and Procedures. HPL shall assist the SHERIFF by providing, maintaining and recommending any policies and procedures with respect to mental health issues to assure quality, accessibility and appropriateness of timely mental health services and compliance with all applicable state and federal guidelines regarding mental health services for those detainees covered by this agreement. Said policies and procedures shall include, but not be limited to, guidance on suicide prevention required in 20 Ill. Admin. Code 701.10(b). HPL shall require a mental health clinician and/or his/her designee to attend the quarterly administrative meetings as required by NCCHC standards and/or as agreed upon by both parties.
2. Medication Policies. HPL shall assist the Sheriff in developing procedures for the voluntary and involuntary administration of medications, including psychotropic medications pursuant to 20 IL ADC 701.40.
3. Suicide Prevention and Mental Health Training In accordance with 20 Ill. Admin Code 701.90, HPL shall provide training to all jail officers and other personnel primarily assigned to correctional duties on suicide prevention and mental health issues. HPL shall provide training to admitting officers on mental health screening as needed to comply with 20 Ill. Admin. Code 701.40(i). This training shall be consistent with NCCHC and National Institute of Corrections recommendations in NIC No. 05-J1082, and sufficient to meet the requirements of state law, including 20 Ill. Admin. Code 701.90(h) and 701.10(a)
4. HIPAA Compliance. Each medical record shall be maintained in accordance with the laws in the State of Illinois and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Mental Health and Developmental Disabilities Confidentiality Act (740 ILCS 110/1, *et seq.*), 20 Ill. Admin. Code 701.90(a) (9), and any other Illinois or federal privacy statute or regulation. HPL will assist the County in complying with HIPAA with respect to mental health records.
5. HPL shall make available to the SHERIFF, unless otherwise specifically prohibited, at the SHERIFF's request, all records, documents and other papers relating to the direct delivery of mental health care services to the Jail Population hereunder.

II. Cost of Services Not Included. Both parties understand and agree that there will be medically-related services that will incur costs as part of the services outlined in Paragraph I. HPL will not be responsible for any other expenses not specifically

enumerated under this Paragraph I of this Agreement. In the event that the following services are required as a result of the HPL qualified mental health professional or HPL authorized personnel, HPL shall make the recommendation of these services. However, reasonable costs of said services shall be billed directly to the SHERIFF.

III. Persons Covered Under This Agreement.

- A. GENERAL. Persons considered an inmate or detainee by the SHERIFF and considered to be part of the Jail's average daily population. The average daily population shall be determined from the Jail records. Persons on home confinement (under the Electronic Home Detention Law (730 ILCS 5/5-8A-1, et seq.), or otherwise housed outside of the Jail shall not be considered a covered persons under this Agreement. The SHERIFF shall make said Jail records available to HPL on a monthly basis or at any time upon written notice.
- B. RELEASE FROM CUSTODY. The SHERIFF acknowledges and agrees that HPL is responsible for the payment of services rendered to inmates or detainees **only** when such person remains in custody of or under the jurisdiction of the SHERIFF. In no event, however, shall HPL be responsible for payment of any services rendered to an inmate when said inmate is released from custody of or no longer under the jurisdiction of an HPL contracted facility.

IV. Persons Not Covered Under this Agreement

INJURIES PRIOR TO INCARCERATION and FIT FOR CONFINEMENT. HPL will not be responsible for the cost of providing off-site medical care for injuries incurred prior to incarceration, including medical services provided to any inmate or detainee prior to the inmate or detainee's booking and commitment into the Jail. In addition, HPL will not be financially responsible for the cost of any medical treatment or health care services provided to medically stabilize any arrested person presented at intake by another arresting agency with a life threatening injury or illness or in immediate need of emergency medical care. HPL shall provide such care as is medically necessary until the arrested inmate can be transported to a medical care facility by the arresting agency or their agent. The COUNTY shall reimburse HPL for all reasonable and necessary medical costs for such persons identified in this Section. The arresting authority will be responsible for all medical treatment or health care services until such time as the arresting authority can present a medically stable individual that is "Fit for Confinement as determined by HPL's authorized physicians. HPL shall not charge an additional fee simply to examine an individual to determine if he is suitable "Fit for Confinement" or needs immediate care.

V.V. COUNTY'S DUTIES AND OBLIGATIONS

- A. COMPLIANCE WITH HIPAA. The SHERIFF and County and its agents shall comply with the Health Insurance Portability and Accountability Act of 1996

(hereinafter HIPAA). The SHERIFF shall implement regulations in compliance with HIPAA.

- B. RECORDS ACCESS.** To the extent allowed by law, the SHERIFF shall provide HPL with reasonable on-going access to all medical and mental health records, even after the expiration of the contract, for the purpose of defending litigation. The medical and mental health records of the Jail Population shall at all times be the property of the SHERIFF, subject to the rights of the Jail Population.
- C. RECORD RETENTION.** During the contract period and for a reasonable time thereafter, the SHERIFF will provide HPL, at HPL's request, the SHERIFF's records relating to the provision of health care services to the Jail Population as may be reasonably requested by HPL in connection with an investigation of, or defense of, any claim by a third party related to HPL's conduct. To the extent allowed by law and the foregoing provision, the SHERIFF will make available to HPL such records as are maintained by the SHERIFF, hospitals and other outside health care providers involved in the care or treatment of the Jail Population (to the extent the SHERIFF has any control over those records) as HPL may reasonably request. Any such information provided by the SHERIFF to HPL that the SHERIFF considers confidential shall be kept confidential by HPL and shall not, except as may be required by law, be distributed to any third party without prior written approval by the SHERIFF. Notwithstanding any provision of this Agreement to the contrary, the SHERIFF's internal affairs records and investigative records shall not be required to be provided to HPL or any other person or entity (except as may be required by law).
- D. EMPLOYMENT USE OF INMATES OR DETAINEES.** Adult inmates and/or detainees shall not be employed or otherwise engaged by either HPL or the SHERIFF in rendering any medical or mental health care services. Upon prior written approval of the SHERIFF, inmates and/or detainees may be used in positions not directly involving health care services to inmates and/or detainees and not involving inmate and/or detainee records.
- E. SECURITY OF THE JAIL FACILITY AND HPL.** SHERIFF shall maintain responsibility for the physical security of the Jail Facility and the continuing security of the Jail Population. HPL and the SHERIFF understand that adequate security services are necessary for the safety of the agents, employees, agents and/or subcontractors of HPL as well as for the security of the Jail Population and SHERIFF'S staff, consistent with the correctional setting. The SHERIFF shall provide security sufficient to enable HPL, its employees, agents and/or subcontractors personnel to safely provide health care services described in this Agreement. HPL shall follow all security directions of the SHERIFF while at the Jail or other premises under the SHERIFF's direction or control.
- F. SHERIFF'S POLICIES AND PROCEDURES.** HPL shall operate within the requirements of the SHERIFF's Policies and Procedures, which directly relate to the provision of medical and mental health services.

1. A complete set of said Policies and Procedures shall be maintained by SHERIFF to be made available for inspection at the Jail, and HPL may make a reasonable number of copies of any specific section(s) it wishes using the SHERIFF's photocopy equipment and paper.
2. Any policy or procedure that may impact on the provision of medical and mental health services not made available to HPL shall not be enforceable unless otherwise agreed upon by both parties.
3. Said policies and procedures may change from time to time and, if so, HPL will be promptly notified and shall operate within all policies or modifications thereof.

G. DAMAGE TO EQUIPMENT. HPL shall not be liable for loss of or damage to equipment and supplies of HPL, its agents, employees or subcontractors if such loss or damage was caused by the sole negligence of the COUNTY and/or SHERIFF's employees.

H. SECURE TRANSPORTATION. The SHERIFF will provide security as necessary and appropriate in connection with transportation of the Jail Population between the Jail and any other location for off-site services as described herein.

I. STAFF SCREENING. The SHERIFF shall screen HPL's proposed staff to insure that they will not constitute a security risk. The SHERIFF shall have final approval of HPL's employees in regards to security/background clearance.

J. OFFICE EQUIPMENT AND SUPPLIES. SHERIFF shall provide use of COUNTY-owned office equipment, supplies and all necessary utilities in place at the Jail health care facilities. This shall not be construed to require the SHERIFF to upgrade existing computers, software, or printers. Any use of the internet by HPL's employees, agents, or representatives through county-owned equipment shall be subject to the SHERIFF's policies relating to such use. At the termination of the contract, HPL shall return to the SHERIFF 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.

K. NON-MEDICAL CARE OF INMATES. SHERIFF shall provide for all other personal needs (non-medical and non-psychiatric) of the Jail Population while in the Jail including, but not limited to: daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services and linen supplies.

L. INMATE INFORMATION. SHERIFF shall provide, as needed, information pertaining to the Jail Population that HPL and the SHERIFF mutually identify as

reasonable and necessary for HPL adequately to perform its obligations to SHERIFF and the COUNTY.

VI.VI. COMPENSATION/ADJUSTMENTS

A. ANNUAL AMOUNT/MONTHLY PAYMENTS. The monthly amount to be paid by the COUNTY to HPL under this Agreement is \$19,084.41 (Nineteen Thousand Eighty-four dollars and forty-one cents) for a twelve (12) month period. Said monthly amount to be paid to HPL on *July 1, 2006*. The total annual amount to be at \$229,012.97, except as adjusted pursuant to this Paragraph. Each monthly payment to be paid by the COUNTY to HPL before or on the *10th* day of the month. Payment is due prior to services rendered.

B. NEGOTIATED ANNUALIZED AMOUNT INCREASE UPON RENEWAL. Commencing on July 1, 2006, an increase in the annualized amount of this Agreement shall be increased at a rate agreed upon by both parties.

C. ADJUSTMENT FOR AVERAGE DAILY POPULATION. The reconciliation for monthly payments shall be based on the average daily population of 330. If the average daily population exceeds 330, then the compensation payable to HPL by the COUNTY hereunder for that month shall be increased by an amount determined by the costs of the staffing increase necessary and mutually agreed upon by both parties. Average daily population as stated above shall be determined from the Jail records and calculated and adjusted as set forth in this Paragraph.

C. The parties agree they shall review the amount of the monthly payment on or around the sixth month in which this Agreement is effective in order to evaluate the actual services provided and compare them with what is needed for the actual average daily population. The actual services provided and contractual cost for the provision of the said services by HPL to the County may then be modified by mutual agreement of the parties. The Average Daily Population shall be defined as all in-custody and bedded/dressed prisoners and one-half of prisoners in the book-inpopulation, based on the Sheriff's daily manual count.

E. Champaign County Ordinance Number 681 requires that medical services to inmates be compensated at the public aid rate. The parties recognize that some of the services to be provided under this Agreement are billable at the public aid rate pursuant to this ordinance. However, the remaining services are not. The SHERIFF waives any requirement that public aid services be billed separately, and the compensation to be provided at the public aid rate applicable to HPL's services is to be included within the compensation otherwise to be paid pursuant to this Agreement.

VII. TERM AND TERMINATION

A. Term. The term of this Agreement shall be July 1, 2006 at 12:00 a.m. through June 30, 2007 at 12:01 a.m. This Agreement may automatically renew for one additional contract year with mutually agreed upon increases, unless this Agreement is terminated or notice of termination is given, as set forth in this Paragraph.

B. Termination for Lack of Appropriations. It is understood and agreed that this Agreement shall be subject to annual appropriations by the County Board of the COUNTY.

1. Recognizing that termination for lack of appropriations may entail substantial costs for HPL, the SHERIFF will act in good faith and make every effort to give HPL notice of any potential problem with funding or appropriations. The SHERIFF shall provide notice in writing to HPL for a minimum of thirty (30) days.
2. If funds are not appropriated for this Agreement, then upon exhaustion of such funding, the SHERIFF shall be entitled to terminate this Agreement without penalty or liability, subject to the notice provided in B.1. The SHERIFF shall pay HPL for services rendered up to the point of termination.

C. Termination Due to HPL's Operations. The SHERIFF reserves the right to terminate this Agreement immediately in the event that HPL discontinues or abandons operations, is adjudged bankrupt or is reorganized under any bankruptcy law, or fails to keep in force any required insurance policies. The SHERIFF shall pay for services rendered up to the point of termination. Both parties agree that such termination will be considered without cause.

D. Termination For Cause.

1. FOR HPL. Except as stated in C, above, failure of the SHERIFF to comply with any section of any part of this Agreement will be considered grounds for termination of this Agreement by HPL who shall provide written notice specifying the termination effective date at least 60 days before the effective termination date. The written notice will identify the basis for termination. The SHERIFF shall pay for services rendered up to the point of termination. Upon receipt of the written notice, the SHERIFF shall have ten days to provide a satisfactory written response to the HPL. If the SHERIFF provides a satisfactory written response to HPL and if the SHERIFF provides adequate explanation for the fault and cures the fault to the satisfaction of the HPL, the 60-day notice shall become null and void and this Agreement will remain in full force and effect.

2. FOR SHERIFF. Failure of HPL to comply with any section or part of this Agreement will be considered grounds for termination of this Agreement by the SHERIFF who shall provide written notice specifying the termination effective date at least 60 days before the effective date shall commence. Such termination shall be without penalty to the SHERIFF. The written notice will identify the basis for termination. The SHERIFF shall pay for services rendered up to the point of termination. Upon receipt of the written notice of concern HPL, HPL shall have ten days to provide a satisfactory written response to the SHERIFF. If HPL provides adequate explanation for the fault, or cures the fault to the satisfaction of the SHERIFF, the 60-day notice shall become null and void and this contract will remain in full force and effect.

E. Termination Without Cause. Notwithstanding anything to the contrary contained in this Agreement between the SHERIFF, and HPL, the SHERIFF or HPL may, without prejudice to any other rights it may have, without prejudice, terminate this Agreement for convenience and without cause by giving 90 days written notice. The SHERIFF shall pay for services rendered up to the point of termination.

F. Compensation Upon Termination. If any of the termination clauses are exercised by any of the parties, HPL will be paid by the SHERIFF for all scheduled work completed by HPL up to the termination date set forth in the written termination notice.

VIII.VIII. HPL's INSURANCE COVERAGE. Within a reasonable period after the execution of this Agreement, HPL shall provide the SHERIFF liability insurance in the amount or amount(s) of \$1,000,000 per occurrence and \$10,000,000 in the aggregate. The Sheriff shall be additional insured.

HPL shall indemnify, save and hold the SHERIFF, the SHERIFF's Office, the County, and their respective employees, officers, and agents harmless from and against all liabilities, claims, suits, legal proceedings, judgments, decrees, loss, damage, expenses, and demands arising from, growing out of, or resulting from the negligent performance of HPL's duties, any Subcontractor or anyone directly employed by any of them, or anyone for whose acts they may be directly liable for under this Agreement. However, HPL will not be responsible for any claims if and to the limited extent they arise out of: (i) the intentional misconduct of the County, the SHERIFF's Office, the SHERIFF, or their respective elected officials officers, employees and agents (excluding HPL, or those HPL is otherwise responsible for under the previous sentence); (i) the County, the SHERIFF, or their respective employees or agents intentionally preventing an inmate from receiving care ordered by HPL or its agents, employees, or independent contractors; or (ii) negligence of SHERIFF or County employees or agents in promptly presenting a mentally ill inmate to HPL for treatment if it should have been obvious to an individual without mental health training that the inmate was in serious need of immediate attention.

This obligation to indemnify and hold harmless shall include, but not be limited to, claims for damage to property, including property of HPL, claims relating to personal injury or death, or claims for attorney's fees and other costs and expenses incident to the investigation or the defense of any claim, suit, or legal proceeding.

The obligations of HPL described in this section shall not be construed to negate, abridge, or otherwise reduce any right or obligation of the same which would otherwise exist in favor of those parties. In any and all claims against the same by an employee of HPL, the indemnification obligation of HPL under this section shall not be limited to compensation or benefits payable by or for HPL or any such subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

IX. RELATIONSHIP OF THE PARTIES

- A. INDEPENDENT CONTRACTOR.** 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. The employees or agents of HPL are not now nor shall they be deemed to be employees of the COUNTY or the SHERIFF and the employees of the COUNTY and the SHERIFF are not now nor shall they be deemed to be employees of HPL. HPL assumes all financial responsibility for the employees of HPL, such as workers compensation, unemployment insurance, wages, withholding taxes, social security, sales and other taxes that may be directly or indirectly related to the services to be provided under this Agreement.
- B. SUBCONTRACTING.** No subcontractors shall be used in performing this Agreement without the prior written consent of the SHERIFF. HPL shall exercise administrative supervision over such professionals necessary to insure the strict fulfillment of the obligations contained in the AGREEMENT. In order to discharge its obligations hereunder, HPL may engage certain physicians as independent contractors rather than employees. As the relationship between HPL and these physicians will be that of independent contractor, HPL will not be considered or deemed to be engaged in the practice of medicine by virtue of these subcontracts. This Agreement will be exercised in a manner reasonably consistent with the independent medical judgment these independent contractors are required to exercise.
- C.** For agents and subcontractors, including all medical professionals, physicians and nurses performing duties and agents or independent contractors of HPL under this Agreement, HPL shall provide the SHERIFF proof that professional liability or medical malpractice coverage is provided during the period that said professionals are engaged in the performance of this Agreement in the amounts set forth in

Paragraph VIII.A. HPL shall promptly notify the SHERIFF, in writing, of each change in coverage, reduction in policy amounts or cancellation of insurance coverage. Notwithstanding any provision herein to the contrary, if the COUNTY or the SHERIFF determines that such insurance coverage is insufficient in its sole judgment, then the COUNTY or the SHERIFF shall provide written notice to HPL specifying the insufficiency. Following its receipt of written notice from the COUNTY or the SHERIFF, HPL shall either provide proof of adequate insurance satisfactory to the SHERIFF or institute a staffing change under Paragraph I of this Agreement to replace the independent contractor with another health care professional with adequate insurance coverage. If HPL fails to provide proof of adequate insurance or institute a staffing change as described above within a reasonable time under the circumstances, then the SHERIFF shall be entitled to terminate this Agreement without penalty to the COUNTY or the SHERIFF. The SHERIFF shall pay for services rendered up to the point of termination.

- X. EQUAL EMPLOYMENT OPPORTUNITY.** HPL 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. HPL 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.
- XI. 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.
- XII. WAIVER OR BREACH.** The waiver of 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.
- XIII. 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 this Agreement which shall remain in full force and effect and enforceable in accordance with its terms.
- XIV. EXCUSED PERFORMANCE.** In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance within any law, decree or order of any governmental agency or authority of local, Illinois or Federal governments or because of riots, public disturbances, strikes, lockouts, differences with workers, fires, floods, Acts of God or any other reason whatsoever which is not within the control of the parties 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.

XV. ASSIGNMENT. No party to this Agreement may assign or transfer this Agreement, or any part thereof, without the written consent of the other parties.

XVI. NOTICES. Any notice of termination permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or by certified mail, return receipt requested, addressed as follows:

If for HPL:
Health Professionals. LTD
General Counsel
9000 N. Lindberg, Suite A
Peoria, Illinois 61615

If for COUNTY AND SHERIFF to following:

Sheriff Daniel Walsh
Champaign County Sheriff's Office
204 East Main
Urbana, Illinois 61801

Champaign County State's Attorney
Civil Division
1776 East Washington
Urbana, Illinois 61802

Any notice of changes mutually agreed upon in the manner of services can be provided via facsimile transmission as follows:

If for HPL: (309) 272-1643	If for STATE'S ATTORNEY (217) 384- 3896
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Such address *and facsimile numbers* may be changed from time to time by either party by providing written notice via certified mail as provided above.

XVIII.XVII. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Illinois.

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

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

(This is left advertently blank)

AGREED TO AND ACCEPTED AS STATED ABOVE:

COUNTY OF CHAMPAIGN, ILLINOIS

HEALTH PROFESSIONALS, LTD.

Date: June 22, 2006

Date: 7.17.06

CHAMPAIGN COUNTY BOARD

BY: Barbara Wysocki
Barbara Wysocki
Chair
Champaign County Board

BY: Theresa S. Falcon-Cullinan, M.D., MBA
Theresa S. Falcon-Cullinan, M.D., MBA
CEO
Health Professionals, Ltd.

**AMENDMENT TO THE AGREEMENT FOR INMATE MENTAL HEALTH SERVICES
AT CHAMPAIGN COUNTY, ILLINOIS
(Effective date July 1, 2007)**

This is an Amendment to the Agreement for Inmate Mental Health Services at Champaign County, Illinois effective July 1, 2006 through June 30, 2007 (hereinafter "Agreement") between Health Professionals, Ltd. (hereinafter "HPL") and Champaign County, Illinois (hereinafter "the County"). Both parties agree that effective July 1, 2007 and during the duration of the Agreement, Paragraph VI(A) and (B), and VII(A) shall be deleted and amended to state as follows:

VI. COMPENSATION/ADJUSTMENT

A. ANNUAL AMOUNT/MONTHLY PAYMENTS.

1. Year 1. The annual amount to be paid by the COUNTY to HPL under this Agreement is \$233,592.53 (Two Hundred Thirty-Three Thousand and Five Hundred Ninety-Two Dollars and fifty-three cents) for a period of 12 (twelve) months. Each monthly payment shall be at \$19,466.04. First monthly amount to be paid to HPL on 1st day of July 2007 for services administered in the month of July 2007. Each monthly payment thereafter is to be paid by the COUNTY to HPL before or on the 1st day of the month of the month of service. If a separate contract encompassing these services is agreed to by both parties, the monthly amount will be pro rated per day.
2. Year 2. Effective July 1, 2008, the base annual amount to be paid by the COUNTY to HPL in Year 2 shall be the annual amount of Year 1, plus an increase of 3.0%.
3. Year 3. Effective July 1, 2009, the base annual amount to be paid by the COUNTY to HPL in Year 3 shall be the annual amount of Year 2, plus an increase of 3.3%.

B. NEGOTIATED ANNUALIZED AMOUNT INCREASE UPON RENEWAL. Upon each renewal of the contract, the increase in the annualized amount shall be negotiated between the parties 30 days prior to the end of the current contract year. HPL reserves the right to evaluate and recommend staffing increases to be mutually agreed upon by both parties.

VII. TERM AND TERMINATION

A. Term. The term of this Agreement shall be 3 (three) years from July 1, 2007 at 12:01 a.m. through June 30, 2010 at 11:59 p.m. This Agreement may automatically renew for one additional contract year with mutually agreed upon increases, unless this Agreement is terminated or notice of termination is given, as set forth in this Paragraph.

Except for the provisions, amended by this document, all other provisions of the Agreement shall remain in full force and effect and unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

County of Champaign, Illinois

Health Professionals, LTD.

By: C. Pius Weibel
C. Pius Weibel
Champaign County Board Chairperson

By: Theresa S. Falcon-Cullinan
Theresa S. Falcon-Cullinan, M.D., MBA
Title: President

Date: June 21, 2007

Date: 07-03-07

By: Dan Walsh
Dan Walsh
Champaign County Sheriff

Date: 6/26/2007

**AMENDMENT TO THE AGREEMENT FOR INMATE MENTAL HEALTH SERVICES AT
CHAMPAIGN COUNTY, ILLINOIS
(Effective date May 1, 2009)**

This is an Amendment to the Agreement for Inmate Health Services at Champaign County, Illinois effective July 1, 2006 through June 30, 2010 (hereinafter "AGREEMENT") between Health Professionals, Ltd. (hereinafter "HPL") and Champaign County, Illinois (hereinafter the "COUNTY"). Both parties agree that effective May 1, 2009 and for the duration of the Agreement, Paragraph(s) I(A)(1) and VI(A) shall be deleted and amended to state as follows:

I. Scope of Services Included. HPL shall provide mental health care services and management services at the Jail. These services shall be at HPL's cost, and in exchange for the compensation provided herein.

A. STAFFING. HPL will provide professional mental health staffing for the site as follows:

1. 3.0 Full-Time Equivalent (hereinafter "FTE") mental health professionals (121 hours per week) to provide on-site coverage Monday through Sunday. HPL will provide a mental health professional on-site as determined by operational needs. HPL shall ensure that a mental health professional will be scheduled on-site generally 7 days per week except for HPL holidays, in a fashion similar to the pattern since June 2006. The .5 FTE specifically for linkage is deleted. However, linkage services as necessary will be provided by the remaining counselors. Any further changes will be mutually agreed upon by the parties.

VI. COMPENSATION/ADJUSTMENT

A. ANNUAL AMOUNT/MONTHLY PAYMENTS.

1. Year 1. The annual amount to be paid by the COUNTY to HPL under this Agreement is \$233,592.53 (Two Hundred Thirty-Three Thousand and Five Hundred Ninety-Two Dollars and fifty-three cents) for a period of 12 (twelve) months. Each monthly payment shall be at \$19,466.04. First monthly amount to be paid to HPL on 1st day of July 2007 for services administered in the month of July 2007. Each monthly payment thereafter is to be paid by the COUNTY to HPL before or on the 1st day of the month of the month of service. If a separate contract encompassing these services is agreed to by both parties, the monthly amount will be pro rated per day.
2. Year 2 and Year 3.
 - a. Effective July 1, 2008, the revised base annual amount to be paid by the COUNTY to HPL under this AGREEMENT is Two Hundred Forty Thousand Six Hundred Dollars and thirty-one cents (\$240,600.31) for a period of twelve (12) months. The pro-rated amount to be paid by the COUNTY to HPL (July 1, 2008 to April 30, 2009) is \$200,500.30. Each monthly payment shall be at Twenty Thousand Fifty-Dollars and three cents (\$20,050.03), pro-rated for any partial months and subject to any reconciliations as set forth in Section VI of this AGREEMENT. The first monthly amount is to be paid to HPL on the 1st day of

July, 2008 for services administered in the month of July, 2008. Each monthly payment thereafter is to be paid by the COUNTY to HPL before or on the 1st day of the month of the month of service.

- b. Effective May 1, 2009, the revised base annual amount to be paid by the COUNTY to HPL under this AGREEMENT is Two Hundred Seventeen Thousand Nine Hundred Fifty-Eight Dollars and eighty-eight cents (\$217,958.88) for a period of twelve (12) months. The pro-rated amount to be paid by the COUNTY to HPL (May 1, 2009 to June 30, 2010) is \$254,285.36 Each monthly payment shall be at Eighteen Thousand One Hundred Sixty-Three Dollars and twenty-four cents (\$18,163.24), pro-rated for any partial months and subject to any reconciliations as set forth in Section VI of this AGREEMENT. The first monthly amount is to be paid to HPL on the 1st day of May, 2009 for services administered in the month of May, 2009. Each monthly payment thereafter is to be paid by the COUNTY to HPL before or on the 1st day of the month of the month of service.

Except for the provisions, amended by this document, all other provisions of the Agreement shall remain in full force and effect and unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

County of Champaign, Illinois

Health Professionals, LTD.

By: C. Pius Weibel
C. Pius Weibel
Title: Champaign County Board Chair

By: Theresa S. Falcon-Cullinan
Theresa S. Falcon-Cullinan, M.D. MBA
Title: President

Date: 5/26/2009

Date: 06.10.09

By: Dan Walsh
Dan Walsh
Title: Champaign County Sheriff

Date: 5/27/2009

**EXTENSION TO THE AGREEMENT FOR INMATE MENTAL HEALTH SERVICES AT
CHAMPAIGN COUNTY, ILLINOIS
(Effective July 1, 2010)**

This is an Extension to the Agreement for Inmate Mental Health Services at Champaign County, Illinois (hereinafter "AGREEMENT") entered into by and between the County of Champaign, a municipality in the State of Illinois (hereinafter, "COUNTY") and Health Professionals, Ltd., (hereinafter, "HPL") effective from July 1, 2006 through June 30, 2010. Both parties understand and agree to extend the term of the AGREEMENT to August 31, 2010 at 11:59 p.m.

Except for the term provision amended by this document, all other provisions of the AGREEMENT shall remain in full force and effect and unchanged. If the parties enter into a new agreement prior to August 31, 2010, the provisions of the new agreement shall be controlling.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

County of Champaign, Illinois

By: C. Pius Weibel
C. Pius Weibel
Title: Champaign County Board Chair

Date: 6/23/2010

By: Sheriff Dan Walsh
Dan Walsh
Title: Sheriff of Champaign County

Date: 6/22/2010

Health Professionals, Ltd.

By: Douglas D. Goetz
Douglas D. Goetz
Title: Chief Executive Officer

Date: 7/14/10