

**AGREEMENT FOR THE PROVISION OF HEALTH SERVICES**  
**AT THE CHAMPAIGN COUNTY JUVENILE DETENTION CENTER**

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 health services to the detainees of County of Champaign at the Champaign County Juvenile Detention Center (hereinafter, "JDC").

**WHEREAS**, the COUNTY is a unit of local government and its sub-agencies, more specifically, the Department of Probation and Court Services (hereinafter, "the DEPARTMENT") need health services to the juvenile detainees of the COUNTY.

**WHEREAS**, HPL shall provide health care on behalf of the COUNTY detainees at Champaign County Juvenile Detention Center (collectively hereinafter, "the JDC Population").

**WHEREAS**, HPL is a corporation which provides correctional 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**

- A. GENERAL. HPL shall provide the medical staffing services at the JDC. These services shall be at HPL's cost, and in exchange for the compensation provided herein.
- B. HPL shall serve as the COUNTY's medical authority for YDC, in accordance with 20 Ill. Admin. Code 702.90(b)(1), and as such shall ensure the following medical services are available:
  - 1. Collection and diagnosis of complaints.
  - 2. Treatment of ailments.
  - 3. Prescription of medications and special diets.

4. Arrangements for hospitalization.
5. Liaison with community medical and dental facilities and resources.
6. Environmental health inspections and procedures.
7. Supervision of special treatment programs, as for drug addicts, alcoholics, etc.
8. Administration of medications.
9. Maintenance of accurate medical records.
10. Maintenance of detailed records of medical supplies, particularly of narcotics, barbiturates, amphetamines, and other dangerous drugs.

C. HOURS. HPL will provide professional on-site physician, nursing, health care unit administrator services as follows:

1. 28 hours per week of registered nurses services;
2. At a minimum of 3 hours per week of Physician onsite;
3. Such additional hours of nursing and physician staffing as is determined by mutual agreement;
4. JDC sites will be provided the total amount of hours listed in subsection I (B)(1) through I(B)(3). Said hours will be allocated and determined by mutual agreement of the COUNTY and HPL's authorized personnel, but shall be in all respects consistent with the medical recommendations of HPL's physician.
5. Nurses assigned to this AGREEMENT shall report to the SUPERINTENDENT of the JDC, and any operational issues arising under this AGREEMENT requiring response between the meetings set forth in II.A shall be addressed directly between the SUPERINTENDENT of the JDC and HPL's Contract Manager.

D. HPL shall have a physician and/or nurse on-call 24 hours per day and 7 days per week.

E. 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 Director of the DEPARTMENT and HPL.

- F. **STAFFING CHANGES.** HPL shall not make staffing changes without prior notice to the Director of the DEPARTMENT. In recognition of the sensitive nature of correctional services, if the Director of the DEPARTMENT becomes dissatisfied with any health care personnel provided by HPL, HPL shall, following written notice from the Director of the DEPARTMENT of dissatisfaction and the reasons therefore, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to the Director of the DEPARTMENT within ten (10) days, HPL shall remove the individual about whom the Director of the DEPARTMENT 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 Director of the DEPARTMENT, immediate removal of any health care personnel is necessary, that person shall be removed and replaced forthwith.
- G. **SPECIFIC STAFFING.** Staffing services shall include the following:
- 1) **PRELIMINARY SCREENING UPON ARRIVAL.** HPL shall periodically review the medical screening forms used by the JDC and make adjustments, as appropriate.
  - 2) **FULL HEALTH ASSESSMENT.** HPL shall provide full health assessment within 48 hours of the detainee's arrival, in accordance with the Illinois County Juvenile Detention Standards (20 Ill. Admin. Code, Part 702);
    - i. **SCHEDULED SICK CALL.** HPL shall provide qualified healthcare professional who will conduct daily sick calls on a timely basis and in a clinical setting five days per week. All sick call requests will be triaged within 24 hours during the week or within 72 hours during the weekend in coordination with the JDC protocol;
  - 3) **EMERGENCY MEDICAL CARE.** HPL will assist in the development of an Emergency Action Plan.
  - 4) All youth confined for more than seven days shall be given a medical screening by a medical doctor, registered nurse or physician assistant.

- 5) A physician will be available to see detainees at least twice per week.
- 6) All nursing and physician staff provided by HPL shall be trained in American Correctional Association, American Medical Association Standards for medical care, standards set pursuant to 55 ILCS 75/2 and 730 ILCS 5/3-15-2(a) (as they relate to medical care), County Juvenile Detention Standards (20 Ill. Adm. Code 702.90) for medical care, and shall follow the same.
- 7) Except as required to respond to emergencies, all staffing shall be with a local physician or clinic, as required by 20 Ill. Admin. Code 702.90(b)(2)(A)(ii) and (iii).

## **II. Administrative Services Included**

A. **HEALTH EDUCATION AND TRAINING.** HPL shall conduct an ongoing health education program and training for the COUNTY as follows:

1. Health Care Reports. HPL shall submit on a quarterly basis, health care reports to the Director of the DEPARTMENT concerning the overall operation of the health care services program and the general health of the persons committed to the JDC.
2. Meetings. HPL shall meet quarterly with the Director of the DEPARTMENT concerning procedures within the JDC and any proposed changes in health-related procedures or other matters, which both parties deem necessary. HPL will work with the Director of the DEPARTMENT and health care providers to reduce prescription costs
3. Training For Juvenile Personnel. HPL will establish a training program in accordance with the needs mutually established by the COUNTY and HPL. More specifically, training shall include:
  - a. Nurse training sufficient to meet ACA standards and Illinois COUNTY Juvenile Detention Standards;
  - b. CPR training, when not provided by the DEPARTMENT;
  - c. Review of OSHA respirator medical evaluation for employees;
  - d. De-fibulator training;
  - e. First Aid training, when not provided by the DEPARTMENT

f. Emergency care of epileptics during seizures.

**B. MEDICAL RECORDS MANAGEMENT.** HPL shall provide the following medical records management services:

1. HPL shall maintain, cause or require to be maintained complete and accurate medical records for the JDC Population who has received health care services in accordance with the Juvenile Detention Center Policy & Procedure Manual, including, but not limited to a medication log as required by 20 Ill. Admin. Code 702.90(b)(6). The medical records shall be kept separate from the detainee's confinement record. A complete original of the applicable medical record shall be available to accompany each detainee who is transferred from the JDC to another location for off-site services or transferred to another institution. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records, HPL shall comply with applicable laws and the Department's policy with regard to access by detainees and JDC staff to medical records. No information contained in the medical records shall be released by HPL except as provided by the DEPARTMENT / JDC policy, by a court order or otherwise in accordance with applicable law. At expiration of the contract period, all medical records shall be delivered to and remain with the SUPERINTENDENT of the JDC, as property of the DEPARTMENT.
2. 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).
3. HPL shall make available to the SUPERINTENDENT or COUNTY, unless otherwise specifically prohibited, at the SUPERINTENDENT's or COUNTY's request, all records, documents and other papers relating to the direct delivery of health care services to the JDC Population hereunder.

**III. Services Not Included.** HPL will not be responsible for any other expenses not specifically enumerated under this Paragraph I and II of this AGREEMENT. The following is a list of services that is not included in this AGREEMENT. Where the services to be provided in Paragraph I.B. fall within the categories listed in this Paragraph III, HPL, as medical authority for the JDC, shall be responsible for ensuring the services are provided, but the costs shall be allocated as set forth below. In the event that the following services are required as a result of the medical judgment of a physician or HPL authorized personnel, the cost of the listed services in this Paragraph will not be the responsibility of HPL:

- A. OFF-SITE SERVICES.** When off-site care is required and cannot be rendered at the JDC, HPL shall make arrangements with the SUPERINTENDENT of the DEPARTMENT for the transportation of the detainee(s) in accordance with the Director of the DEPARTMENT's Policies and Procedures. Said transportation cost and off-site services costs shall be the responsibility of the COUNTY.
- B. AMBULATORY SERVICE.** In the event that ambulatory service is required due to a medical emergency, the COUNTY shall cover the cost of expedient emergency ambulance service for the JDC Population
- C. HOSPITALIZATION.** HPL will arrange and the COUNTY shall bear the cost of hospitalization of the COUNTY'S JDC Population, who in the opinion of the treating physician and/or HPL's authorized personnel requires hospitalization. HPL will facilitate the transportation with the SUPERINTENDENT of the DEPARTMENT.
- D. PHARMACY.** In the event any of the covered persons require pharmaceutical supplies as prescribed by a physician duly licensed in the State of Illinois, the COUNTY shall be responsible for the cost of all prescription and non-prescription medications.
- E. SPECIALITY SERVICES.** In the event a minor detained require laboratory and x-ray services, the COUNTY shall bear all cost. Said services shall be performed on site to the extent reasonably possible. To the extent such care is required and cannot be rendered on site, HPL will arrange and coordinate with the SUPERINTENDENT of the DEPARTMENT's office the transportation for the provisions of such services off-site. The COUNTY will be responsible for and bear the cost of transporting detainees to HPL-designated facilities for the provision of off-site laboratory and x-ray services.
- F. MEDICAL SUPPLIES AND EQUIPMENT.** HPL and its employees and/or its agents shall communicate to the COUNTY or its employees or its agents on its needs on medical supplies and equipment. In the event any of the covered persons require any medical supplies utilized for the medical services at the JDC, the COUNTY shall be responsible for providing necessary medical supplies, including office supplies and office equipment, such as copier, fax and phone service as required for the administrative operations of the medical unit.
- G. MEDICAL WASTE.** The COUNTY shall remove and be responsible for the cost of properly disposing of medical waste material that is generated by HPL's services under this AGREEMENT according to all applicable state laws and OSHA regulated standards.

- H. **DENTAL.** In the event any of the covered persons require dental services, the COUNTY shall be responsible for the cost of dental services. HPL shall first examine the condition of the detainees to determine if dental services are medically necessary.
- I. **ELECTIVE CARE.** In the event a minor detained within the JDC requires elective care, the COUNTY shall be responsible for all costs. Elective medical care shall be defined as care which, if not provided, would not in the opinion of HPL's Medical Director (a licensed physician employed by HPL), cause the detainee's health to deteriorate or cause harm to the detainee's well being. Decisions concerning elective medical care shall be consistent with the applicable American Medical Association (AMA) Standards.
- J. **BODY CAVITY SEARCHES/COLLECTION OF PHYSICAL EVIDENCE.** HPL will not perform body cavity searches, nor collect physical evidence (blood, hair, semen, saliva, etc.), unless the request for such search or collection is accompanied by a written court order. HPL shall not bear the cost and the COUNTY will be responsible for the costs of testing the collected evidence. After collecting evidence, HPL will turn the specimen over to the SUPERINTENDENT of the DEPARTMENT or a court-designated representative to complete chain-of-custody evidence. Health care personnel under the supervision or employ of HPL shall offer court testimony relative to such collection when required by a subpoena or court order.
- K. **VISION.** HPL shall not be responsible for the provision of any eyeglasses or any other vision services. In the event that any of the covered persons require vision services, including any ophthalmologist's services, the COUNTY shall be responsible for the cost of such vision or eye care services.

#### **IV. Persons Covered Under This Agreement.**

- A. **GENERAL.** Persons considered an inmate or detainee by the DIRECTOR and considered to be part of the JDC's average daily population. The average daily population shall be determined from the JDC records. Persons on home confinement, or otherwise housed outside of the JDC shall not be considered part of the JDC's average daily population. The COUNTY shall make said JDC records available to HPL at any time upon written notice.
- B. **RELEASE FROM CUSTODY.** The COUNTY 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 COUNTY. 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. Furthermore, in no event shall HPL be responsible for payment of any medical services rendered to an inmate when said inmate is

injured outside the facility during transport to or from an HPL contracted facility.

**V. Persons Not Covered Under this Agreement**

- A. DETAINEES FROM OTHER COUNTIES/STATE OR FEDERAL GOVERNMENTAL AGENCIES.** The parties understand that detainees from other counties, state or federal agencies may be housed at the JDC. Such detainees are hereinafter referred to as "Out of COUNTY" detainees. Out of COUNTY detainees will be included and identified in the average daily population count. HPL will provide services under this AGREEMENT for Out of COUNTY detainees. However, all over the counter medication and other health care expenses shall be paid by the agency responsible for the Out of COUNTY detainee; including those services listed in Paragraph III of this AGREEMENT all other medically-related expenses associated with said detainees.
- B. COUNTY DETAINEES TAKEN AND HOUSED IN OTHER COUNTIES.** HPL will not be responsible for the medical care and treatment for COUNTY detainees removed from the JDC. The COUNTY and DEPARTMENT shall be responsible for all medical expenses associated with the care and treatment of COUNTY detainees removed from the JDC, including, but not limited to those services listed in Paragraph III of this AGREEMENT and any other medically-related expenses associated with said detainees, unless the detainee is housed in a facility where HPL provides detainee medical services. Transportation shall be arranged and completed by JDC staff.
- C. 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 detainee prior to the detainee's booking and commitment into the JDC. 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 detainee 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 for confinement.



## **VI. COUNTY'S DUTIES AND OBLIGATIONS**

- A. COMPLIANCE WITH HIPAA.** The COUNTY and its agents shall comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter HIPAA). The COUNTY and the DEPARTMENT shall implement regulations in compliance with HIPAA and shall comply with HPL's Business Associate Agreement. Said Agreement shall be incorporated as Attachment A to this AGREEMENT and its terms and conditions shall be made part hereof.
- B. RECORDS ACCESS.** To the extent allowed by law, the COUNTY and the Director of the DEPARTMENT shall provide HPL with reasonable on-going access to all medical records, even after the expiration of the contract, for the purpose of defending litigation. The medical records of the JDC Population shall at all times be the property of the DEPARTMENT, subject to the rights of the JDC Population.
- C. RECORD RETENTION.** During the contract period and for a reasonable time thereafter, the Director of the DEPARTMENT will provide HPL, at HPL's request, the DEPARTMENT's records relating to the provision of health care services to the JDC 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. Consistent with applicable law and the foregoing provision, the DEPARTMENT will make available to HPL such records as are maintained by the DEPARTMENT, hospitals and other outside health care providers involved in the care or treatment of the JDC Population (to the extent the DEPARTMENT has any control over those records) as HPL may reasonably request. Any such information provided by the DEPARTMENT to HPL that the DEPARTMENT 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 Director of the DEPARTMENT. Notwithstanding any provision of this AGREEMENT to the contrary, the DEPARTMENT's internal affairs reports and the DIRECTOR and the SHERIFF's 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 Juvenile Detention Center detainees shall not be employed or otherwise engaged by either HPL or the DEPARTMENT in rendering any health care services. Upon prior written approval of the SHERIFF, adult inmates may be used in positions not directly involving health care services to detainees and not involving detainee records.

- E. SECURITY OF THE JDC AND HPL.** The DEPARTMENT shall maintain responsibility for the physical security of the JDC and the continuing security of the JDC Population. HPL and the COUNTY 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 JDC Population and DEPARTMENT's staff, consistent with the correctional setting. The DEPARTMENT 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 SUPERINTENDENT of the JDC while at the JDC or other premises under the DEPARTMENT's direction or control.
- F. DEPARTMENT'S POLICIES AND PROCEDURES.** HPL shall operate within the requirements of the COUNTY's and/or the DEPARTMENT's Policies and Procedures, which directly relate to the provision of medical services.
1. Said polices 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.
  2. A complete set of said Policies and Procedures shall be maintained by the COUNTY to be made available for inspection at the JDC.
- 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 DEPARTMENT's employees.
- H. SECURE TRANSPORTATION.** The DEPARTMENT will provide security as necessary and appropriate in connection with transportation of the JDC Population between the JDC and any other location for off-site services as described herein.
- I. STAFF SCREENING.** The COUNTY and the DEPARTMENT shall screen HPL's proposed staff to insure that they will not constitute a security risk. The DEPARTMENT shall have final approval of HPL's employees in regards to security/background clearance.
- J. OFFICE EQUIPMENT AND SUPPLIES.** DEPARTMENT shall provide use of COUNTY-owned office equipment, supplies and all necessary utilities in place at the JDC health care facilities. At the termination of the contract, HPL shall return to 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 accepted.

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

**L. DETAINEE INFORMATION.** The DEPARTMENT shall provide, as needed, information pertaining to the JDC Population that HPL and the DEPARTMENT mutually identify as reasonable and necessary for HPL to adequately perform its obligations to DEPARTMENT and the COUNTY.

## **VII. COMPENSATION/ADJUSTMENTS**

**A. ANNUAL AMOUNT/MONTHLY PAYMENTS.** The monthly amount to be paid by the COUNTY to HPL under this AGREEMENT is \$6,920.59 for a twelve (12) month period. Said monthly amount to be paid to HPL on June 1, 2006. The total annual amount to be at \$83,047.08, except as adjusted pursuant to this Paragraph. Each monthly payment to be paid by the COUNTY to HPL before or on the 1<sup>st</sup> day of the month. Payment is due prior to services rendered.

**B. ANNUALIZED AMOUNT INCREASE IN YEAR 2.** Commencing on June 1, 2007, 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 40. If the average daily population exceeds 40, then the compensation payable to HPL by the COUNTY hereunder for that month shall be increased by 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 JDC records and calculated and adjusted as set forth in this Paragraph.

## **VIII. TERM AND TERMINATION**

**A. TERM.** The term of this AGREEMENT shall be one year (1) from May 1, 2006, through May 31, 2007. This AGREEMENT shall automatically continue on a month by month basis after that, as the parties negotiate an annual increase for an additional contract year, or this AGREEMENT is otherwise terminated pursuant to its terms. This AGREEMENT shall supercede any other agreements between the parties for services provided herein for the same period.

**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 COUNTY and the Director of the DEPARTMENT will act in good faith and make every effort to give HPL notice of any potential problem with funding or appropriations. The COUNTY shall provide notice in writing to HPL for at minimum of thirty (30) days.
2. If funds are not appropriated for this AGREEMENT, then upon exhaustion of funding, the COUNTY and Director of the DEPARTMENT shall be entitled to terminate this AGREEMENT without penalty or liability, subject to the notice provided in Paragraph VIII.B.1.

**C. IMMEDIATE TERMINATION.** The COUNTY 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.

**D. TERMINATION FOR CAUSE.**

1. FOR HPL. Failure of the COUNTY and the DEPARTMENT 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 COUNTY shall pay for services rendered up to the point of termination. Upon receipt of the written notice, the County shall have ten days to provide a satisfactory written response to HPL. If the County provides adequate explanation for the fault, and/or cures the fault to the satisfaction of HPL, the 60-day notice shall become null and void and this contract will remain in full force and effect.
2. FOR COUNTY. Failure of HPL to comply with any section or part of this AGREEMENT will be considered grounds for termination of this AGREEMENT by the Director of the DEPARTMENT or the COUNTY who shall provide written notice specifying the termination effective date at least 60 days before the effective date shall commence. The written notice will identify the basis for termination. The COUNTY 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 COUNTY. If HPL provides adequate

explanation for the fault, and/or cures the fault to the satisfaction of the Director of the DEPARTMENT, 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 DEPARTMENT, the COUNTY and HPL, the Director of the DEPARTMENT, the COUNTY or HPL may, without prejudice to any other rights it may have, terminate this AGREEMENT for convenience and without cause by giving 90 days written notice.

F. **COMPENSATION UPON TERMINATION.** If any of the termination clauses are exercised by the Director of the DEPARTMENT or the COUNTY, HPL will be paid by the COUNTY for all scheduled work completed by HPL up to the termination date set forth in the written termination notice.

#### **IX. HPL's INSURANCE COVERAGE.**

Within a reasonable period after the execution of this AGREEMENT, HPL shall provide the COUNTY liability insurance in an amount or amounts of \$1,000,000 per occurrence and \$10,000,000 aggregate. The COUNTY shall be named as additional insured.

Within a reasonable period after the execution of this AGREEMENT, HPL shall provide the COUNTY liability insurance in an amount or amounts of \$1,000,000 per occurrence and \$10,000,000 aggregate. The COUNTY shall be named as additional insured.

HPL shall indemnify, save and hold the the Sixth Judicial Circuit, the DEPARTMENT, the Director of the DEPARTMENT, the SUPERINTENDENT of the DEPARTMENT, the County Board, 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 work under this AGREEMENT, except to the limited extent caused by the negligence of the COUNTY, the Sixth Judicial Circuit, the DEPARTMENT, the Director of the DEPARTMENT, the SUPERINTENDENT of the DEPARTMENT, the County Board, or their respective elected officials, officers, employees and agents. However, HPL will not be responsible for any claims if and to the limited extent they arise out of: (i) COUNTY or its employees or agents intentionally preventing an inmate from receiving medical care ordered by HPL or its agents, employees or independent contractors; or (ii) negligence of COUNTY's employees or

agents in promptly presenting an ill or injured inmate to HPL for treatment if it should have been obvious to an individual without medical 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 any employee of HPL, the indemnification obligation of HPL to the County 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.

## **X. 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, the Sixth Judicial Circuit, the DEPARTMENT, the Director of the DEPARTMENT, or the SUPERINTENDENT of the DEPARTMENT and the employees of the COUNTY and the Sixth Judicial Circuit, the DEPARTMENT, the Director of the DEPARTMENT, the SUPERINTENDENT of the DEPARTMENT 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 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 Director of the DEPARTMENT. 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. 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 COUNTY proof that professional liability or medical malpractice coverage is provided during the period that said professionals are engaged in the performance of this AGREEMENT. HPL shall promptly notify the Director of the DEPARTMENT, in writing, of each change in coverage, or reduction in policy amounts or cancellation of insurance coverage. Notwithstanding any provision herein to the contrary, if the COUNTY or the Director of the DEPARTMENT determines that such insurance coverage is insufficient in its sole judgment, then the COUNTY or the Director of the DEPARTMENT shall provide written notice to HPL specifying the insufficiency. Following its receipt of written notice from the COUNTY or the Director of the DEPARTMENT, HPL shall either provide proof of adequate insurance satisfactory to the COUNTY or the Director of the DEPARTMENT 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 COUNTY or the Director of the DEPARTMENT shall be entitled to terminate this AGREEMENT without penalty to the COUNTY or the DEPARTMENT.
- XI. 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.
- XII. 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.
- XIII. 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.

- XIV. OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES.** The parties acknowledge that HPL is neither bound by or aware of any other existing contracts to which either the DEPARTMENT or the COUNTY are a party and which relate to the providing of medical care to detainees at the JDC. 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.
- XV. AMENDMENTS.** This AGREEMENT may be amended at any time, but only with the written consent of all parties.
- XVI. 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.
- XVII. EXCUSED PERFORMANCE.** 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, 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.
- XVIII. ASSIGNMENT.** No party to this AGREEMENT may assign or transfer this AGREEMENT, or any part thereof, without the written consent of the other parties.
- XIX. NOTICES.** All notices to the DEPARTMENT or the Director of the DEPARTMENT shall be addressed to the Champaign County Director of Probation and Court Services at 204 East Main Street, Urbana, Illinois, 61801, or such person later designated in writing by the Director of the DEPARTMENT to receive notice, and a copy of each such notice shall be sent to the Champaign County Administrator of Facilities and Procurement, 1776 East Washington, Urbana, Illinois, 61801. All notices to HPL shall be addressed to Health Professionals, LTD., Attn: Legal Department, 9000 N. Lindbergh Drive, Peoria, Illinois 61615.
- XX. GOVERNING LAW.** This AGREEMENT shall be governed by the laws of the State of Illinois in the Third District of Illinois.



**XXI. 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.

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

**County of Champaign**

By: Barbara Wysolicki  
Champaign County Board Chairman

Date: June 22, 2006

**Health Professionals, LTD**

By: Thomas P. Call m  
Title: CEO

Date: 11/9/06

**Department of Probation and Court Services**

By: [Signature]  
Date: 7/18/06

**AMENDMENT AND ADDENDUM TO THE AGREEMENT FOR THE PROVISION OF HEALTH SERVICES AT THE  
CHAMPAIGN COUNTY JUVENILE DETENTION CENTER  
(Effective date June 1, 2007)**

This is an Amendment and Addendum to the Agreement for the Provision of Health Services at the Champaign County Juvenile Detention Center effective May 1, 2006 through May 31, 2007 (hereinafter "Agreement") between Health Professionals, Ltd. (hereinafter "HPL") and Champaign County, Illinois (hereinafter "the County"). Both parties agree that effective June 1, 2007 and during the duration of the Agreement, Paragraphs VII(A) and (B) and VIII(A) shall be deleted and amended to state as follows:

**VII. COMPENSATION/ADJUSTMENTS**

**A. ANNUAL AMOUNT/MONTHLY PAYMENTS.**

1. Year 1. The annual amount to be paid by the COUNTY to HPL under this Agreement is \$84,708.39 (Eighty-Four Thousand Seven Hundred Eight Dollars and thirty nine cents) for a period of 12 (twelve) months. Each monthly payment shall be at \$7,059.03. First monthly amount to be paid to HPL on 1<sup>st</sup> day of June 2007 for services administered in the month of June 2007. Each monthly payment thereafter is to be paid by the COUNTY to HPL before or on the 1<sup>st</sup> 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 June 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 June 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 contract renewal, 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.

**VIII. TERM AND TERMINATION**

**A. Term.** The term of this Agreement shall be 3 (three) years from June 1, 2007 at 12:01 a.m. through May 31, 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.

Both parties agree that effective June 1, 2007 and during the duration of the Agreement, Paragraphs shall be added to state as follows:

**I. Scope of Services Included**

**H. TUBERCULOSIS TESTING.** HPL shall provide staffing to conduct Tuberculosis tests for the juvenile detainees. The COUNTY agrees to supply and bear the cost of the Tuberculosis testing solution (Tuberculin PPD) and all medical supplies necessary to conduct said tests including but not limited to syringes, alcohol preps, and Band-Aids.

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**

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

Date: June 22, 2007

By: Joseph Gordon  
Joseph Gordon  
Director  
Champaign County Probation and Court Services

Date: 6-28-07

**Health Professionals, LTD.**

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

Date: 07.03.07

**EXTENSION TO THE AGREEMENT FOR THE PROVISION OF HEALTH SERVICES AT THE  
CHAMPAIGN COUNTY JUVENILE DETENTION CENTER, ILLINOIS  
(Effective June 1, 2010)**

This is an Extension to the Agreement for the Provision of Health Services at the Champaign County Juvenile Detention Center, 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 May 1, 2006 through May 31, 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: June 23, 2010

By: Joseph Gordon  
Joseph Gordon  
Title: Director of Champaign County Probation  
and Court Services

Date: 6/22/10

Health Professionals, LTD.

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

Date: 7/14/10