

**RENEWAL OF THE AGREEMENT FOR INMATE HEALTH CARE SERVICES AT
CHAMPAIGN COUNTY, ILLINOIS**

This is renewal of the Agreement for Inmate Health Care Services at Champaign County, Illinois effective September 1, 2010 through August 31, 2012 (hereinafter "AGREEMENT") between Health Professionals, Ltd., (hereinafter "HPL") and Champaign County, Illinois (hereinafter the "COUNTY").

WHEREAS, HPL as part of its corporate re-branding has merged into Correctional Healthcare Companies, Inc.; and

WHEREAS, Correctional Healthcare Companies, Inc., and HPL have common corporate ownership, officers and directors; and

WHEREAS, the parties desire to change the name reflected in the AGREEMENT from Health Professionals, Ltd., to Correctional Healthcare Companies, Inc., a Delaware Corporation.

NOW THEREFORE, IN CONSIDERATION of the foregoing facts, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that effective January 1, 2012, the AGREEMENT shall be amended as follows:

All references to Health Professionals, Ltd., in the AGREEMENT are hereby deleted and replaced with "Correctional Healthcare Companies, Inc., a Delaware Corporation" and all references in the AGREEMENT to the abbreviation HPL are hereby deleted and replaced with "CHC".

Effective September 1, 2012, Paragraph 9.0 of the AGREEMENT shall be deleted and amended to state as follows:

9.0 TERM. The Parties agree that the term of this AGREEMENT shall be extended for Three (3) months from September 1, 2012 to November 30, 2012. The Parties further agree that the term of this AGREEMENT shall be renewed for One (1) year from December 1, 2012 through November 30, 2013 at 11:59 p.m. Thereafter the Sheriff and CHC may renew the AGREEMENT for two additional one year periods on December 1st of each subsequent year with mutually agreed upon modifications, unless this AGREEMENT is terminated or notice of termination is given, as set forth in this Article.

Effective December 1, 2012 and for the duration of the AGREEMENT, Paragraphs 1.10 and 8.0 of the AGREEMENT shall be deleted and amended to state as follows:

1.10 MEDICAL WASTE. CHC shall arrange and bear the cost of removing and properly disposing of medical waste material generated while fulfilling its duties under this AGREEMENT in accordance with all applicable state laws and OSHA-regulated standards.

8.0 ANNUAL AMOUNT/MONTHLY PAYMENTS. The base annual amount to be paid by the COUNTY to CHC under this AGREEMENT is Five Hundred Seventeen Thousand Three Hundred Twenty-Four Dollars and sixty-eight cents (\$517,324.68) for a period of twelve (12) months. Each monthly payment shall be at Forty-Three Thousand One Hundred Ten Dollars and thirty-nine cents (\$43,110.39), pro-rated for any partial months and subject to any reconciliations as set forth below. The first monthly amount is to be paid to CHC on the 1st day of December, 2012 for services administered in the month of December, 2012. Each monthly payment thereafter is to be paid by the COUNTY to CHC 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

By: 
Dan Walsh
Title: Champaign County Sheriff

Date: Nov 5, 2012

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

Date: NOV 27, 2012

Health Professionals, Ltd.

By: 
Douglas D. Goetz
Title: Chief Executive Officer

Date: 12/10/12

Correctional Healthcare Companies, Inc.

By: 
Douglas D. Goetz
Title: Chief Executive Officer

Date: 12/10/12