



WILL COUNTY, ILLINOIS

PURCHASING DEPARTMENT

JENNIFER BERTINO-TARRANT
WILL COUNTY EXECUTIVE

KEVIN LYNN
DIRECTOR

P. 815-740-4712
F. 815-740-4604
E. klynn@willcountyillinois.com

County Office Building
302 N. Chicago Street
Joliet, IL 60432

2024-62 Inmate Medical Services

Addendum #2 4/22/2024

We received the following questions regarding this RFQ:

Question #1: Why is the RFP being issued?

Answer #1: The release is in accordance with County procurement guidelines.

Question #2: What's the current annual spend (total budget) for these services over the last 3 years?

Answer #2: Refer to current contract and Amendments that have been posted.

Question #3: Can you please breakdown cost by department

Answer #3: Will County is unable provide a response as the question.

Question #4: Are there aspects of service delivery you would like to see improved?

Answer #4: Yes

Question #5: Are you satisfied with the current vendor? If not, why not?

Answer #5: The release is in accordance with County procurement guidelines.

Question #6: What is working well – and what do they like about it?

Answer #6: Please provide a proposal that meets RFP requirements.

Question #7: What subcontractors are currently being used (by Wellpath), and for what services?

Answer #7: This is considered proprietary information.



WILL COUNTY, ILLINOIS

PURCHASING DEPARTMENT

JENNIFER BERTINO-TARRANT
WILL COUNTY EXECUTIVE

KEVIN LYNN
DIRECTOR

P. 815-740-4712
F. 815-740-4604
E. klynn@willcountyillinois.com

County Office Building
302 N. Chicago Street
Joliet, IL 60432

Question #8: Are on-site radiology services currently being provided? If so, is service provided directly through the vendor or through a sub-contractor to the vendor? Is radiology equipment available/owned by the county, or will the successful bidder be required to bring in radiology equipment?

Answer #8:

- Yes
- Through a subcontractor who utilizes mobile x-ray.
- Successful bidder will be required to contract with a mobile x-ray company

Question #9: The bid notes that an optometry clinic is currently available on site. What are the current days/hours offered for the current optometry clinic? Do the current optometry services offered suffice?

Answer #9:

- Hours/days vary in accordance with clinical need.
- Yes

Question #10: Additionally, the bid request states that the county would prefer onsite clinics for dialysis, orthopedics, and physical therapy. If made available, is there a specific number of hours the county would want for each of the other clinics?

Answer #10: Clinic hours would vary in accordance with clinical need.

Question #11: What is the current process for dialysis patients to receive service?

Answer #11: Hemodialysis occurs offsite at a dialysis center.

Question #12: On average, how many daily dialysis patients are there?

Answer #12: Varies at adult facility, there have been none at RVJDC

Question #13: What is the current process for orthopedics patients to receive service?

Answer #13: Offsite referrals



WILL COUNTY, ILLINOIS

PURCHASING DEPARTMENT

JENNIFER BERTINO-TARRANT
WILL COUNTY EXECUTIVE

KEVIN LYNN
DIRECTOR

P. 815-740-4712
F. 815-740-4604
E. klynn@willcountyillinois.com

County Office Building
302 N. Chicago Street
Joliet, IL 60432

Question #14: On average, how many orthopedic patients receive services on a daily (or weekly) basis?

Answer #14: Varies at adult facility, there have been none at RVJDC

Question #15: Can we please get a copy of the last accepted bid/proposal?

Answer #15: The bid response requested is filled with proprietary and sensitive information. The contract which has been provided was developed with pertinent information from original bid response.

Question #16: Can we get a copy of the current contract with Wellpath?

Answer #16: Please see attachment.

Question #17: Do you plan to award more than one vendor?

Answer #17: No

Question #18: When do you anticipate services to begin?

Answer #18: This information can be found in solicitation documents.

Question #19: RFP p. 4 says, "the County, in its sole discretion, reserves the option to negotiate two additional one-year periods with the Successful Bidder." RFP p. 32 says, "At the end of the Contract period, this Agreement may be renewable through the mutual agreement (in writing) of the Parties under like terms and conditions for two (2) additional one (1) year terms."

- Please clarify—are renewals to be mutually agreed upon or at the sole discretion of the County?
- If the parties cannot agree on terms for the renewal years, will the agreement terminate or will the year 3 rates be applied?

Answer #19:

- Mutually agreed upon.
- The agreement would terminate.



WILL COUNTY, ILLINOIS

PURCHASING DEPARTMENT

JENNIFER BERTINO-TARRANT
WILL COUNTY EXECUTIVE

KEVIN LYNN
DIRECTOR

P. 815-740-4712
F. 815-740-4604
E. klynn@willcountyillinois.com

County Office Building
302 N. Chicago Street
Joliet, IL 60432

Question #20: RFP p. 8-9, section 3. Description of Facilities: Please confirm the ADP to be used for staffing and pricing.

Answer #20: Please refer to RFP page 33 Section B.

Question #21: RFP p. 9 says the Successful Bidder must provide “comprehensive Medication Assisted Treatment (MAT) services.” RFP p. 15, section 15.0, says proposals must include a comprehensive and detailed plan for MAT services to include verification, continuation, and induction.

- Is the County currently inducing new patients into MAT within the facility prior to discharge?
- If so, how many patients are induced on average per month by medication?
- If not, is the County’s intent to begin providing MAT induction within the facility under the new contract?

Answer #21:

- No, not yet.
- None
- Yes

Question #22: RFP p. 22, section 1.2: As certain medications are not logistically possible to have readily available within 12 hours after being prescribed, can those be excluded from this requirement?

Answer #22: Please describe your response in the Proposal Deviation and Exception to RFP Section.

Question #23: RFP p. 25, section 6.B.1.0: Please confirm whether the Successful Bidder will be able to utilize the Jail network infrastructure, or whether a separate network will need to be installed.

Answer #23: A separate network infrastructure will be required for each facility.

Question #24: Will the County allow the Successful Bidder to use telehealth and/or telepsychiatry?

Answer #24:

At RVJDC telepsychiatry will only be allowed under extenuating circumstances and with prior approval from the Superintendent.



WILL COUNTY, ILLINOIS

PURCHASING DEPARTMENT

JENNIFER BERTINO-TARRANT
WILL COUNTY EXECUTIVE

KEVIN LYNN
DIRECTOR

P. 815-740-4712
F. 815-740-4604
E. klynn@willcountyillinois.com

County Office Building
302 N. Chicago Street
Joliet, IL 60432

At WCADF telehealth and or telepsychiatry for all disciplines will be allowed subject to negotiation on scope/compensation/etc.

Question #25: Will there be an opportunity to submit follow-up questions once answers are provided?

Answer #25: No

**AGREEMENT FOR INMATE HEALTH CARE SERVICES
AT WILL COUNTY, ILLINOIS**

Effective February 1, 2017 through January 31, 2018 *2020*

This Agreement for Inmate Health Services (the "Agreement") is entered into and effective this 1st day of February 2017, by and between the Sheriff of Will County and the Chief Judge of the 12th Judicial Circuit, (collectively the "County"), and Correct Care Solutions, LLC ("CCS"), a Kansas limited liability company.

RECITALS

WHEREAS, the County desires to provide health services to the adult inmates and juvenile detainees at the Will County Adult Detention Facility ("ADF") and the River Valley Juvenile Detention Center ("RVJDC") (collectively, the "Jail");

WHEREAS, CCS provides correctional health care and health care management services and desires to provide such services to the County under the terms and conditions contained herein.

WHEREAS, County wishes to engage CCS to provide correctional health care and health care management services on behalf of the County to the Jail's adult and juvenile inmates and detainees (collectively, the "Jail Population") and CCS has agreed to provide such services;

NOW THEREFORE, for and in consideration of the mutual agreements as hereinafter set forth, the Parties agree as follows:

DEFINITIONS

ACA – American Correctional Association.

Covered Person – Any person housed or detained in the Will County Adult Detention Facility or River Valley Juvenile Detention Center who the County is financially responsible for under law, whether under the custody of the County, a federal agency, or other jurisdiction, shall be covered by the terms of this Agreement and included in the daily population (by facility).

Fit for Confinement – A determination made by a CCS authorized physician that an Inmate/Detainee is medically stable and has been medically cleared for acceptance into the Jail. Such determination shall only be made after resolution of any injury or illness requiring immediate transportation and treatment at a hospital or similar facility.

Monthly Average Daily Population (MADP) – The average number of Inmates/Detainees housed in the Jail on a daily basis for the period of one month. The MADP shall include, but separately list, Other County Inmates/Detainees. The MADP shall be figured by summing the daily population for the Jail and Other County Inmates/Detainees (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. Jail 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 Jail, and parolees and escapees shall not be considered part of the Jail's MADP.

NCCHC – National Commission on Correctional Health Care.

Specialty Services – Medical services that require physicians to be licensed in a specialty such as obstetrics, gynecology, or dermatology or other specialized field of medicine, excluding services that are otherwise provided for in this Agreement.

ARTICLE I

HEALTH CARE SERVICES

- A. **GENERAL HEALTH CARE SERVICES.** CCS will arrange and bear the cost of the following health care services:
1. **RECEIVING SCREENING.** A receiving screening of a Covered Person shall be performed as soon as possible after the Covered Person's booking into the Jail, not to exceed four hours after the Covered Person's arrival at the Jail.
 2. **HEALTH ASSESSMENT.** A health assessment of a Covered Person shall be performed as soon as possible, but no later than 14 calendar days for adults and seven days for juveniles after the Inmate/Detainee's arrival at the Jail. The health assessment shall follow current NCCHC guidelines.
 3. **SCHEDULED SICK CALL.** A qualified healthcare professional shall conduct sick calls for Covered Persons on a timely basis and in a clinical setting. A Physician will be available to see Covered Persons at least once per week.
 4. **CHRONIC CARE MONITORING.** CCS staff shall perform a chronic care screening during the Health Assessment. If it is determined that an inmate or juvenile detainee requires ongoing care, such patient shall be evaluated at a minimum every 90 days.
- B. **AMBULANCE SERVICES.** CCS shall arrange and bear the cost of necessary ambulance services in coordination with the County. Costs for such services shall be applied to the CAP AMOUNTS set forth in Article I, Provision P.
- C. **BODY CAVITY SEARCHES/COLLECTION OF PHYSICAL EVIDENCE.** CCS Health Care Staff will not perform body cavity searches nor collect physical evidence (e.g., blood, hair, semen, saliva, etc.), except in accordance with NCCHC standards. The County shall be responsible for the costs of testing the collected evidence. After collecting evidence, CCS will turn the specimen over to the authorized designee of the Sheriff/Chief Judge or a court-designated representative to complete chain-of-custody evidence. Health care personnel under the supervision or employ of CCS shall offer court testimony relative to such collection when required by a subpoena or court order, at no additional cost to the County.
- D. **DENTAL SERVICES.** CCS shall provide and bear the cost of medically necessary dental services, as determined by the CCS Dentist. CCS will provide screenings, and appropriate dental care as required by NCCHC standards and Federal and state statutes.

Dental services for the Juveniles will occur off-site. Costs for any off-site services under this Section shall be applied to the CAP AMOUNTS set forth in Article I, Provision P.

- E. ELECTIVE MEDICAL CARE - NOT COVERED. CCS shall not be responsible for the provision or cost of any elective care. In the event a member of the Jail Population requires elective care, the Inmate/Detainee or County shall be responsible for all costs. Elective medical care shall be defined as care which, if not provided, would not, in the sole opinion of CCS' Chief Clinical Officer or designee, cause the Inmate/Detainee's health to deteriorate or cause harm to the Inmate/Detainee's well-being. Decisions concerning elective medical care shall be consistent with the applicable American Medical Association (AMA) Standards.
- F. HOSPITALIZATION. CCS shall arrange for hospitalization for a Covered Person who, in the opinion of the treating Physician or CCS' Chief Clinical Officer or designee, requires hospitalization. CCS will coordinate transportation for services under this Section with the authorized ADF/RVJDC Personnel. Costs for any services under this Section shall be applied to the CAP AMOUNTS set forth in Article I, Provision P.
- G. LONG TERM CARE - NOT COVERED. CCS shall not be responsible for the provision or cost of any long term care facility services. In the event that a member of the Jail Population requires skilled care, custodial care, or other services provided by a long term care facility, the County shall bear the cost.
- H. PATHOLOGY/RADIOLOGY SERVICES. CCS shall arrange on-site pathology and radiology services to the extent possible. In the event any pathology or radiology services are required and cannot be rendered on-site, any off-site costs shall be applied to the CAP AMOUNTS set forth in Article I, Provision P. The County shall be responsible for the cost of transportation necessitated by the provision of services under this Section.
- I. PREGNANT COVERED PERSONS. CCS shall arrange and bear the cost of on-site health care services for any pregnant Covered Person in accordance with NCCHC standards and this Agreement, but CCS shall not arrange or bear the cost of any health care services for infants. To the extent off-site health care services are required for any pregnant Covered Person, CCS shall make appropriate arrangements for rendering such care and costs for any such off-site services shall be applied to the CAP AMOUNTS set forth in Article I, Provision P.
- J. SPECIALTY SERVICES. In the event that specialty services are required in the opinion of the treating Physician or CCS' Chief Clinical Officer or designee and cannot be rendered on-site, any off-site costs under this Section shall be applied to the CAP AMOUNTS set forth in Article I, Provision P. The County shall be responsible for the cost of any transportation necessitated by the provision of services under this Section.
- K. VISION CARE. CCS shall arrange for on-site Vision services to the extent possible. In the event that Vision services are required in the opinion of the treating Physician or CCS' Chief Clinical Officer or designee and cannot be rendered on-site, any off-site costs

under this Section shall be applied to the CAP AMOUNTS set forth in Article I, Provision P. The County shall be responsible for the cost of any transportation necessitated by the provision of services under this Section.

- L. OFFICE SUPPLY AND EQUIPMENT. The County shall be responsible for providing office equipment, such as desks, chairs, exam tables, and phone services as required for the administrative operations of the medical unit. CCS will provide computers necessary to provide administrative services for the medical unit.
- M. MEDICAL SUPPLIES/EQUIPMENT. CCS shall provide and bear the cost of medical supplies (i.e. alcohol prep pads, syringes, etc.) and equipment (i.e. thermometers, scales, etc.) required to administer the terms of the Agreement which have a unit cost of \$400 or less, but does not include office and paper supplies.
- N. MEDICAL WASTE. CCS 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.
- O. PHARMACY SERVICES. CCS shall provide monitoring of pharmacy usage as well as a Preferred Medication List. Except as provided below, CCS shall bear the cost of all prescription and non-prescription over-the-counter medications prescribed by a duly licensed CCS physician for a Covered Person.
 - 1. GENERAL. Prescribing, dispensing, and administering of medication shall comply with all State and Federal laws and regulations and all medications shall be dispensed under the supervision of a duly authorized, appropriately licensed or certified health care provider.
- P. FINANCIAL LIMITATIONS. CCS' maximum liability for costs associated with the provision of off-site medical services, including those services which have historically been performed off-site which have been brought on-site, or other health care services which include, but are not limited to, the services in Article I, Sections B, D, F, H, I, J, and K shall be \$300,000.00 in the aggregate per Contract Year for the ADF, and \$75,000.00 in the aggregate per Contract Year for the RVJDC, to be pro-rated for any partial contract years (the "CAP AMOUNTS"). Costs for any medical or other health services, as set forth above, which are provided to Inmates/Detainees during the Contract Year which are in excess of the CAP AMOUNTS shall be the responsibility of the County. When the CAP AMOUNTS for the Contract Year are reached, CCS will continue to provide utilization management, extend all provider discounts to the County and pay these expenses on behalf of the County, as long as the County remains current with payments due under this Agreement. Amounts paid by CCS which are over the CAP AMOUNTS will be periodically reconciled with the County pursuant to Article VIII, Section B.

ARTICLE II

STAFFING

- A. **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 as set forth in the staffing plan set forth in Exhibit A and A-1, attached hereto and made a part hereof. CCS reserves the right to assign the staff in Exhibit A to reallocate coverage as necessary based on operational needs to provide the health care services under this Agreement.

1. Additional hours may be provided only if mutually agreed upon by both Parties, and through a contract addendum.

- B. **STAFFING LEVELS ADJUSTMENTS.** Actual staffing needs may be affected by medical emergencies, riots, increased or decreased population, and other unforeseen circumstances. In any such event, the Parties shall negotiate in good faith with respect to changes in such staffing requirements. Any such changes must be in writing and signed by the County, or its authorized designee(s), and CCS. CCS shall also make provision in their staffing plan to cover period of vacation, staff education, or sick time by including appropriate relief factors and trained per diem staff.

C. **STAFFING PAYBACK SCHEDULE**

For each position governed by the staffing matrix included as Exhibits A and A1 of this Agreement, a payback credit will be required by the County for any unfilled hours as follows. For each unfilled hour of staff time, the County shall deduct from its monthly payment to CCS at the average hourly salary rate (exclusive of the cost of benefits) for the position. Exhibit B and B1 attached hereto and incorporated herein by reference contain a list of average salary rates for each position.

Unfilled hours include those hours, which are not filled due to voluntary or involuntary termination or any other reason or incident resulting in the position being unfilled. CCS will calculate, reconcile, and report any unfilled hours by position for each of the applicable bi weekly pay periods in a monthly staffing reconciliation report to the Sheriff and Chief Judge. Unfilled hours will not include those hours not filled due to CCS Paid Time Off for items such as illness, annual or personal leave.

- D. **STAFFING VACANCIES.** Should any position remain unfilled for more than 30 consecutive days, CCS shall deduct the cost (hourly rate, plus the cost of benefits) of such unfilled position from its monthly invoice. However, the Parties may substitute a professional having lower level credentials with a professional having higher level credentials, (e.g. RN for LPN), and utilize temporary staff with the proper credentials to meet staffing requirements.
- E. **STAFFING CHANGES.** CCS shall not make staffing changes without prior notice and written approval to the Sheriff/Chief Judge. In recognition of the sensitive nature of correctional services, if the Sheriff/Chief Judge in his reasonable discretion becomes dissatisfied with any health care personnel provided by CCS, CCS shall, following written notice from the Sheriff/Chief Judge of dissatisfaction and the reasons therefore, exercise its best efforts to resolve the problem. If the problem is not resolved to the Sheriff/Chief Judge's reasonable satisfaction within ten business days, CCS shall remove

the individual about whom the Sheriff/Chief Judge has expressed dissatisfaction. Should removal of an individual become necessary, CCS will be allowed market-reasonable time to find an acceptable qualified replacement. If, in the sole judgment of the Sheriff/Chief Judge, immediate removal of any health care personnel is necessary, that person shall be removed immediately and likewise, CCS will be allowed market-reasonable time to find an acceptable qualified replacement.

- F. **STAFF SCREENING.** The County shall screen CCS' proposed health care staff, employees, agents, and or subcontractors providing services at the Jail to ensure they do not constitute a security risk. The County shall have the final approval of CCS' health care staff, employees, agents, and/or subcontractors in regards to security/background clearance.

ARTICLE III

ADMINISTRATIVE SERVICES

- A. **HEALTH EDUCATION AND TRAINING.** CCS shall conduct an ongoing health education and training program for the County as mutually agreed upon.

1. **HEALTH CARE REPORTS.** CCS shall provide monthly and quarterly reports as requested by the County and as outlined in the RFP Response.
2. **MEETINGS.** CCS shall meet quarterly with the Sheriff/Chief Judge or his/her designee concerning procedures within the Jail and any proposed changes in health-related procedures or other matters, which both Parties deem necessary.
3. **TRAINING FOR SHERIFF'S DEPUTIES /CORRECTIONS OFFICERS/ JUVENILE DETENTION OFFICERS.** CCS will establish a training program for the County Deputies, Corrections Officers, and Juvenile Detention Officers (JDO) in accordance with the needs mutually established and in accordance with all applicable national, state and local standards by the County and CCS.
4. **TRAINING FOR CCS EMPLOYEES.** CCS will establish a training program for CCS employees, in accordance with all applicable state, local and national standards and will provide County proof of adherence to training curriculum, as requested.
4. **HEALTH EDUCATION.** CCS shall conduct an ongoing health education program for the inmates and detainees of the Jail as mutually agreed-upon.

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

1. **RECORD MAINTENANCE.** CCS shall maintain, cause or require the maintenance of complete, legible and accurate medical records for all inmates/detainees of the Jail that have received health care services. The medical records shall be kept separate from the inmate or detainee's confinement record. A complete original of the applicable medical record shall be available to accompany each inmate or detainee who is transferred from the Jail to another location for off-site services or transferred to another institution. Medical records shall be kept confidential. Subject to applicable laws regarding confidentiality of such records, CCS shall comply with the

Will County Sheriff's /Chief Judge's policies with regard to access by inmates and Jail staff to medical records. No information contained in the medical records shall be released by CCS, except as provided by the Sheriff/Chief Judge's policies, by a court order, or otherwise in accordance with applicable law. Upon the expiration of the contract period, all medical records shall be delivered to and remain with the Sheriff/Chief Judge, as property of the Sheriff /Chief Judge.

2. HIPAA COMPLIANCE. Each medical record shall be maintained in accordance with the laws of the State of Illinois, the Will County Sheriff's Policies and Procedures, the Chief Judge's Policies and Procedures, and the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and any other state or federal privacy statute or regulation.
3. AVAILABILITY OF RECORDS. CCS shall make available to the County, unless otherwise specifically prohibited, at the Sheriff's /Chief Judge's request, all records, documents and other papers relating to CCS' delivery of health care services to the Jail Population hereunder. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that neither Party shall be required to produce any document or information or take any action that may be deemed to violate or waive attorney-client privilege, peer review statutory protections, confidentiality protections, attorney work product protections, or result in the disclosure of proprietary information.

C. CONTRACT MONITOR. CCS shall provide the following for the purpose of the County monitoring this Agreement:

1. CCS understands the County will employ a contract monitor to monitor the health care services provided under this Agreement. CCS will provide the contract monitor unfettered access to all County medical records, statistical reports, continuing education, time records, sick call slips, grievances, quality assurance reviews, and attendees at CQI meetings as the contract monitor deems necessary to fulfill his/her duty. CCS further understands contract monitor will determine on the County's behalf whether or not the County is and has been receiving the staffing and services indicated in the Agreement. The contract monitor has the right to enforce the penalty provisions or to call other individuals or organizations to assist him/her in the evaluation of the medical/dental services.
2. COMPLIANCE. The contract monitor shall ensure, on the County's behalf, that the staffing and services provided by CCS meet applicable NCCHC and ACA standards. Upon finding an issue, the County, in its sole discretion, shall determine whether or not the issue is a Cause for Termination, warranting notice in conformance with Article IX, Paragraph C herein or the contract monitor or the County may take the following appropriate action:
 - a. Submit to CCS a detailed letter describing the issue. CCS shall have twenty-four (24) hours from delivery of that letter to acknowledge receipt of the letter.
 - b. CCS shall have the opportunity to investigate any issue or discrepancy noted by the contract monitor or the Sheriff or Chief Judge

- c. The County shall grant CCS an appropriate period of time in which to either resolve the issue or submit a mutually agreeable corrective action plan. The timeframe in which to cure the issue will be based on both the severity and nature of the infraction.
- d. If CCS is making satisfactory progress towards a resolution, the County may grant an extension as appropriate.

Failure of County to initially treat an issue as a Cause for Termination shall operate as neither a waiver nor a bar to the County from issuing a subsequent notice under Article IX, Paragraph C, herein, for either the same or a subsequent issue.

ARTICLE IV

PERSONS COVERED UNDER THIS AGREEMENT

- A. 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.
- B. EMERGENCY MEDICAL CARE FOR JAIL EMPLOYEES AND VISITORS. CCS shall arrange for on-site first response emergency medical care as required for Jail employees, contractors and visitors to the Jail. 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.
- C. 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 Jail. 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 Jail including, but not limited to, releasees, parolees, and escapees. Furthermore, in no event shall CCS be responsible for payment of off-site costs associated with any medical services rendered to a Covered Person when said Covered Person is injured outside the Jail facility during transport to or from the Jail.

ARTICLE V

PERSONS NOT COVERED UNDER THIS AGREEMENT

- A. INMATES FROM OTHER COUNTIES/STATE OR FEDERAL GOVERNMENTAL AGENCIES. The Parties understand that Non-County Inmates may be housed at the Jail. Non-County Inmates will be included and identified in the Jail's MADP count. CCS will provide all services consistent with this Agreement for non-County Inmates. However, the costs for all prescription medication and all off-site health care expenses shall not be paid by CCS and shall be the sole financial responsibility of the County. This Section shall not apply to Juveniles housed at the RJVDC.
- B. COUNTY INMATES TAKEN AND HOUSED IN OTHER COUNTIES. CCS will not be responsible for the medical care and treatment of County Inmates transferred out of the Jail to other correctional facilities.

- C. **INJURIES PRIOR TO INCARCERATION, FIT FOR CONFINEMENT, AND ESCAPED INMATES/DETAINEES.** CCS shall not be responsible for the cost of providing off-site medical care for injuries incurred by an arrested person prior to incarceration at the Jail or during an escape or escape attempt, including, but not limited to, medical services provided to any arrested person prior to the person's booking and confinement in the Jail. In addition, CCS shall not be responsible for the cost of any medical treatment or health care services necessary to medically stabilize any arrested person presented at intake by an arresting agency with a life threatening injury or illness or in immediate need of emergency medical care. CCS shall provide such care as is medically necessary until the arrested person can be transported to a medical care facility by the arresting agency or their designee. The arresting authority or the County shall bear the cost of, and be responsible for, all reasonable and necessary medical services or health care services of the individual until such time as the arresting authority can present a medically stable individual that is Fit for Confinement. To the extent CCS is billed for medical services provided to an individual who is not Fit for Confinement, the County shall reimburse CCS for all such costs. CCS shall not charge an additional fee simply to examine an individual to determine if he/she is suitably Fit for Confinement.

ARTICLE VI
COST OF SERVICES NOT COVERED UNDER THIS AGREEMENT

- A. **SERVICES NOT LISTED.** Both Parties understand and agree there will be costs incurred for health care related services as outlined in this Agreement. CCS shall not be responsible for any expenses not specifically covered by this Agreement. In the event that any of the health care services not covered by CCS under the terms of this Agreement are required for a member of the Jail Population as a result of the medical judgment of a physician or CCS Health Care Staff or authorized personnel, CCS shall not be responsible for arranging such services and the cost of such services shall be billed directly to the County.
- B. **SERVICES BEYOND THE SCOPE OF THIS AGREEMENT.** Both Parties understand and agree there are certain occurrences, both beyond the control and within the control of the Parties, that may result in health care expenses which are outside the scope of the normal operation of a correctional facility and, therefore, outside the contemplated scope of services under this Agreement. While both Parties will act in good faith and endeavor to reduce the possibility of such occurrences, in the unlikely event of an occurrence such as an Act of God, riot, explosion, fire, food poisoning, epidemic illness outbreak or any other catastrophic event, or an event caused by the action or inaction of the County its employees, agents or contractors, which results in medical care for the Jail Population, Jail staff, visitors, or contractors, CCS shall not be responsible for costs attributable to such catastrophic event and all such costs shall be borne by the County. Notwithstanding the foregoing, CCS shall be responsible for medical costs under this Agreement associated with such an event only if such an event was caused by CCS.

ARTICLE VII
COUNTY'S DUTIES AND OBLIGATIONS

- A. **COMPLIANCE WITH HIPAA.** The County and its agents shall comply with the

applicable provisions of HIPAA. The County shall implement regulations in compliance with HIPAA.

- B. **RECORDS ACCESS.** To the extent allowed by law, the County shall provide CCS with ongoing access to all medical records of the Jail Population, even after the expiration of this Agreement, for the purpose of defending litigation. The medical records of the Jail Population shall at all times be the property of the County.
- C. **RECORD RETENTION.** During the term of this Agreement and for a period of three years thereafter for adult inmates from the ADF and for a period of three years after juvenile detainees reach 18 years of age, the Sheriff/Chief Judge will provide CCS, at CCS' request, the Sheriff/Chief Judge's records relating to the provision of health care services to the Jail Population as may be requested by CCS in connection with any investigation of, or defense of, any claim by a third Party related to CCS' conduct. To the maximum extent allowed by law, the Sheriff/Chief Judge will make available to CCS such records as are maintained by the Sheriff/Chief Judge, and any hospitals and other outside health care providers involved in the care or treatment of the Jail Population (to the extent the Sheriff/Chief Judge has any control over those records) as CCS may reasonably request. Any such information provided by the Sheriff/Chief Judge to CCS that the Sheriff/Chief Judge identifies as 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 Sheriff/Chief Judge. Notwithstanding any provision of this Agreement to the contrary, the Sheriff/Chief Judge's internal affairs records and investigative records shall not be required to be provided to CCS or any other person or entity (except as may be required by law).
- D. **SECURITY OF THE JAIL FACILITY AND CCS.** Sheriff/Chief Judge shall maintain responsibility for the physical security of the Jail Facility and the continuing security of the Jail Population. CCS and the County understand that adequate security services are necessary for the safety of the agents, employees, and/or subcontractors of CCS as well as for the security of the Jail Population and Sheriff/Chief Judge's staff, consistent with the correctional setting. The Sheriff/Chief Judge shall provide security sufficient to enable CCS, its employees, agents and/or subcontractors personnel to safely provide health care services described in this Agreement. CCS shall follow all security directions of the Sheriff/Chief Judge while at the Jail or other premises under the Sheriff/Chief Judge's direction or control.
- E. **WILL COUNTY SHERIFF'S AND CHIEF JUDGE'S POLICIES AND PROCEDURES.** CCS shall operate within the requirements of the Will County Sheriff's/Chief Judge's Policies and Procedures, which directly relate to the provision of medical services, provided that such Policies and Procedures are provided to CCS in writing.
 - 1. A complete set of said Policies and Procedures shall be maintained by the County to be made available for inspection at the Jail, and CCS may make a reasonable number of copies of any specific section(s) it wishes using the Sheriff/Chief Judge's photocopy equipment and paper.
 - 2. Any policy or procedure that may impact the provision of medical services not made available to CCS shall not be enforceable.
 - 3. Said policies and procedures may change from time to time and, if so, CCS will be

promptly notified and shall operate within all policies or modifications thereof.

- F. **DAMAGE TO EQUIPMENT.** County shall not be liable for loss of or damage to equipment and supplies of CCS, its agents, employees or subcontractors unless such loss or damage was caused by the negligence of County employees.
- G. **SECURE TRANSPORTATION.** The Sheriff/Chief Judge 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.
- H. **STAFF SCREENING.** The County shall screen CCS' proposed staff to ensure they will not constitute a security risk. The Sheriff/Chief Judge shall have final approval of CCS' employees with regard to security/background clearance.
- I. **OFFICE EQUIPMENT AND SUPPLIES.** Sheriff shall provide use of County-owned office equipment, supplies and all necessary utilities in place of the Jail health care facilities. At the termination of the Agreement, CCS shall return to County possession and control of all County-owned medical and office equipment. CCS shall return all equipment in good working order, reasonable wear and tear accepted.
- J. **NON-MEDICAL CARE OF INMATES.** Sheriff/Chief Judge shall provide for all other personal needs (non-medical) of the Jail Population while in the Jail including, but not limited to: housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen services.
- K. **INMATE INFORMATION.** Sheriff/Chief Judge shall provide, as needed, information pertaining to the Jail Population that CCS and the Sheriff/Chief Judge mutually identify as reasonable and necessary for CCS to adequately perform its obligations to Sheriff/Chief Judge.

ARTICLE VIII **COMPENSATION**

A. MONTHLY PAYMENTS.

- 1. The monthly amount to be paid by the County to CCS under this Agreement is 1/12 of the annual Base Compensation listed in Exhibit C, pro-rated for any partial months and subject to any reconciliations as set forth below.
- 2. The first monthly amount is to be paid to CCS on February 1, 2017 for services administered in the month of February, 2017. Each monthly payment thereafter is to be paid by the County to CCS before or on the 1st day of the month of the month of service. Any interim payments made in anticipation of but, prior to the finalization of this Agreement shall be reconciled in conformance with the payment schedule set forth in Exhibit C upon finalization of this Agreement. No late fees or penalties shall be charged or accrue as a result of payments made in the interim and prior to reconciliation.
- 3. CCS will be required to maintain a performance bond with the County in an amount equal to the amount of the first four months of the first year of the

Agreement and shall be valid through the life of the Agreement. The Performance Bond will be returned at the completion of the first year upon receipt of the replacement bond for the second year Agreement period and same for the third year. If it is difficult to acquire a Performance Bond by the time the Agreement is to commence, the County shall accept a letter notarized by the Insurance Carrier showing that such Bond is being processed at that time.

B. QUARTERLY RECONCILIATION PROCESS. CCS will provide a quarterly reconciliation with the County for any amounts owed by either Party pursuant to the terms of this Agreement, including, but not limited to:

1. ADJUSTMENT FOR AVERAGE DAILY POPULATION (ADP) CHANGES. The CCS base compensation amounts provided in Exhibit C are based on a population of 850 inmates and 50 Juvenile Detainees. In the event the average monthly ADP for the ADF is greater than 900 in any calendar month, the monthly payment will be adjusted upward using the per diem rate of \$1.56 per inmate per day that is over the noted ADP threshold. In the event the average monthly ADP for the ADF is below 750 in any calendar month, County will receive a credit using the per diem rate of \$1.56 per inmate per day that is less than the noted ADP threshold. Should the ADF ADP exceed 950 for more than three consecutive months, CCS and County shall negotiate staffing modifications to properly attend to Jail Population health care needs.

There is not an ADP Per Diem adjustment for the RVJDC.

The inmate population will be recorded on a daily basis by the County during the Facility's morning count with an average calculated for each calendar month.

2. ADJUSTMENTS FOR COSTS IN EXCESS OF CAP AMOUNTS. The quarterly reconciliation shall include any amounts paid by CCS in excess of the financial limits listed in this Agreement. The compensation payable to CCS by the COUNTY shall be increased by any costs paid by CCS in excess of the CAP AMOUNTS. In the event the respective limitations are not reached in a Contract Year, CCS shall refund any unused amounts to the County.

C. PERFORMANCE MEASURES. The County may monitor performance measures as provided in Exhibit D. If such performance measures are not met, the County may impose adjustments as provided in Exhibit D.

ARTICLE IX

TERM AND TERMINATION

- A. TERM. The term of this Agreement shall begin on February 1, 2017 at 12:01 a.m. and continue through January 31, 2018. This Agreement shall automatically renew for two (2) successive one (1) year terms for a total of three (3) years, unless either Party provides written notice of termination at least 120 days prior to the automatic renewal date. Compensation for years One, Two and Three shall be at the applicable rates set forth in Exhibit C.

B. TERMINATION DUE TO CCS' OPERATIONS. The County reserves the right to terminate this Agreement immediately in the event that CCS discontinues or abandons operations, is adjudicated bankrupt, or is reorganized under any bankruptcy law, or fails to keep in force any required insurance policies. The County shall pay for services rendered up to the point of termination. Both Parties agree that termination will be considered without cause.

C. TERMINATION FOR CAUSE.

1. BY CCS. Failure of County to comply with any material provisions of this Agreement will be considered grounds for termination of this Agreement by CCS who shall provide written notice specifying the termination effective date at least 60 days before the effective termination date. The written notice will identify in detail the basis for termination. Upon receipt of the written notice, the County shall have ten (10) days to provide a satisfactory written response to CCS. If the County provides a satisfactory written response to CCS and if the County provides adequate explanation for the fault and cures such fault to the reasonable satisfaction of CCS within 30 days of the written notice, the 60 day notice shall become null and void and this Agreement will remain in full force and effect. The County shall pay for services rendered up to the point of termination. Notwithstanding the above, if the breach involves the failure of the County to make any payment due hereunder, CCS may terminate this Agreement on 30 days' notice, provided said breach is not cured during said five day period.

2. BY COUNTY. Failure of CCS to comply with any material provisions of this Agreement will be considered grounds for termination of this Agreement by the County who shall provide 60 days prior written notice of their intent to terminate for cause. Such termination shall be without penalty to the County. The written notice shall identify in detail the basis for termination. Upon receipt of the written notice termination for cause, CCS shall have ten days to provide a satisfactory written response to the County. If CCS provides adequate explanation for the contractual deficiency identified in the notice, and cures the deficiency to the satisfaction of the County within 30 days of the written notice, the 60 day notice shall become null and void and this Agreement will remain in full force and effect. Notwithstanding the foregoing, in the event of repeated deficiencies, the County shall have the right to terminate upon 60 days written notice, irrespective of any subsequent attempt to cure. The County shall pay for services rendered up to the point of termination and at the option of the County, CCS will provide services up to the date of contract termination.

Loss of NCCHC accreditation may be considered as cause for termination by the County.

D. TERMINATION WITHOUT CAUSE. Notwithstanding anything to the contrary contained in this Agreement, the County or CCS may, without prejudice to any other rights it may have, terminate this Agreement without cause by giving at least 180 days' written notice. The County shall pay for services rendered up to the date of termination.

E. COMPENSATION UPON TERMINATION. If any of the termination clauses are

exercised by any of the Parties, CCS will be paid by the County pursuant to the terms of this Agreement through the termination date set forth in the written termination notice or as otherwise agreed to by the Parties in writing.

- F. **PROPERTY DISPOSITION UPON TERMINATION.** Upon termination of this Agreement, CCS shall be allowed to remove from the Jail any stock medications or supplies purchased by CCS that have not been used or purchased by County at the time of termination. CCS shall also be allowed to remove its property from the Jail including its proprietary Policies and Procedures, Manuals, Training Material, and Forms.

ARTICLE X

LIABILITY AND RISK MANAGEMENT

- A. **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:
1. **MEDICAL MALPRACTICE/PROFESSIONAL LIABILITY.** Medical Malpractice/ Professional Liability insurance in an amount not less than \$3,000,000 per occurrence. Claims made insurance shall provide tail coverage through the statute of limitations for services provided under the Agreement.
 2. **COMPREHENSIVE GENERAL LIABILITY.** Comprehensive General Liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. With the following minimum requirements; a) Comprehensive General Form, b) Extended Business Liability Endorsements, c) Products/Completed Operations (to be provided for a minimum of 36 months after completion of work), d) Broad Form Contractual Liability, f) Personal Injury Liability.
 3. **WORKER'S COMPENSATION.** Worker's Compensation coverage as required by Illinois Statutory provisions with \$100,000.00 Employers liability and Broad Form All States Endorsement.
- B. **PROOF OF INSURANCE.** CCS shall within ten (days) of the full execution of this Agreement provide the County proof of professional liability or medical malpractice coverage for CCS's health care staff, employees, agents and subcontractors, for the term services are provided under this Agreement. CCS shall within 1(one) business day notify the County, in writing, of each change in coverage, reduction in policy amounts or cancellation of insurance coverage. Failure of CCS to provide proof of adequate insurance within the time specified for in this Agreement, or any cancellations or lapses of insurance affecting the operation of the ADF and/or RVJDC under this Agreement shall be deemed a material breach of contract.
- C. **ENDORSEMENTS.** The Comprehensive General Liability policy shall contain additional endorsements naming the County of Will, the Will County Sheriff and the Chief Judge of the Twelfth Judicial Circuit, their officers, employees and agents as an additional insured with respect to liabilities arising out of the performance of this

Agreement. Including a ninety (90) day notice of cancellation, non-renewal or change in the insurance coverage.

D. AGENTS AND SUBCONTRACTORS. For agents and subcontractors, including all medical professionals, physicians and nurses performing duties and agents or independent contractors of CCS under this Agreement:

1. CCS shall provide the County proof that professional liability or medical malpractice coverage in the amount specified above is provided during the period that said professionals are engaged in the performance of this Agreement. Including a requirement that the insurer shall promptly notify the County, in writing of each change in coverage, reduction in policy amounts or cancellation of insurance coverage.

2. CCS shall within one (1) business day notify the Sheriff/Chief Judge in writing, of each change in coverage, reduction in policy amounts or cancellation of insurance coverage.

E. INDEMNIFICATION. CCS agrees to indemnify, hold harmless, and defend the County of Will, the Will County Sheriff, the Chief Judge of the Twelfth Judicial Circuit its officers, officials, agents, servants and employees, and each of them against and hold them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and reasonable attorneys' fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise out of or in connection with the acts or omissions of CCS. The foregoing indemnity shall apply except if such injury, death or damage is caused directly or indirectly, in whole or in part, by the acts or omissions of the County of Will, the Will County Sheriff, the Chief Judge of the Twelfth Judicial Circuit, their agents, servants, or employees or any other person indemnified hereunder.

The County shall indemnify, defend, and hold CCS and its officers, employees, or agents harmless from and against any liabilities, suits, claims, or demands whatsoever kind of nature arising out of or connected with the performance of this Agreement due to actions or omissions by the Sheriff or the Chief Judge or their employees, officers, or agents that prevent an adult inmate or juvenile detainee from receiving medical care as ordered by CCS, its employee or agent or the failure of the Sheriff or the Chief Judge, their employees or agents to exercise reasonable judgment in promptly presenting an ill or injured adult inmate/juvenile detainee to CCS' designated medical provider for treatment.

F. HIPAA. The Parties and their employees, agents, and subcontractors shall fully comply with, and shall implement all necessary policies and/or procedures in order to comply with, the requirements of HIPAA as it applies to the services provided under this Agreement. The County 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 and its employees, agents and subcontractors, unless such claims are proven to be caused by the negligence or willful misconduct of CCS.

ARTICLE XI
MISCELLANEOUS

- A. **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 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 and its employees, agents, or subcontractors perform hereunder, other than as provided in this Agreement.
- B. **SUBCONTRACTING.** In performing its obligations under the Agreement, it is understood that CCS is not licensed or otherwise authorized to engage in any activity that may be construed or deemed to constitute the practice of medicine, dentistry, optometry, or other professional healthcare service requiring licensure or other authorization under state law. To comply with these requirements CCS may engage physicians or other clinicians as independent contractors ("Contract Professionals"), rather than employees, in order to supply the clinical services required under this Agreement. CCS shall engage Contract Professionals that 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. Contract Professionals shall provide clinical services under this Agreement in a manner reasonably consistent with the independent clinical judgment that the Contract Professional is required to exercise. It is further understood that CCS may subcontract for specialized services such as pharmacy, medical waste, medical supplies and other services or supplies which it is required to provide under this Agreement.
- C. **AGENCY.** For purposes of asserting any statutory rights afforded to the County to pay providers for medical services at certain reduced rates, County designates CCS as their agent to assert such rights and privileges.
- D. **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.
- E. **WAIVER OF 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.
- F. **OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES.** The Parties acknowledge that CCS is neither bound by or aware of any other existing contracts to

which the County is a Party and which relate to the providing of health care to Inmates/Detainees at the Jail. 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.

- G. **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, 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.
- H. **CHANGES IN SCOPE.** If at any time during the Term of this Agreement (as amended), there is a material change in the scope of services provided by CCS as a result of new, amended, and/or a repealed law or laws (including statutes, codes, and/or case law), related legislation, and/or applicable regulations, the Parties hereby agree to re-negotiate the affected terms of this Agreement in good faith, and within a reasonable time not to exceed 30 days from the effective date of the material change. In the event the Parties are not able to re-negotiate the affected terms of this Agreement, either Party may terminate the Agreement without cause upon providing 60 days advance written notice.
- I. **ASSIGNMENT.** This Agreement shall not be assigned except upon written agreement of the Will County Sheriff and the Chief Judge of the Twelfth Judicial Circuit. Any unauthorized attempted assignment shall be null and void and of no force or effect.
- J. **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; (b) upon receipt when mailed by overnight courier service, mailed by first-class certified or registered mail, return receipt requested, addressed to the Party at the address below.

If for CCS:
Correct Care Solutions, LLC
Attn: Chief Legal Officer
1283 Murfreesboro Road, Suite 500
Nashville, TN 37217

If for County:
Will County Sheriff
Attention: Warden
95 S. Chicago St.
Joliet, IL 60432

Chief Judge of the Twelfth Judicial Circuit
14 W. Jefferson Street
Joliet, IL 60432

With a copy to:

River Valley Juvenile Detention Center
Attention: Superintendent
3200 W. McDonough St.
Joliet, IL 60431

Will County State's Attorney
Attention: Civil Division
57 N. Ottawa St.
Joliet, IL 60432

Such address(es) may be changed from time to time by either Party by providing written notice as provided above.

- K. **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.
- L. **VENUE.** All judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Will County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.
- M. **EXECUTION AUTHORITY.** By their signature below, each signatory individual certifies that they are the properly authorized agent or officer of the applicable Party hereto and have the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that any resolutions necessary to create such authority have been duly passed and are now in full force and effect.
- N. **SURVIVAL.** The following provisions will survive any termination or expiration of the Agreement: Article VIII, Article IX and Article X.
- O. **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.
- P. **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.
- Q. **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.

- R. 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.

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:

WILL COUNTY

Date: April 3, 2017

Michael Kelley

Name: Michael Kelley

Title: Will County Sheriff

Date: 3-30-17

Richard C. Schoenstedt

Name: Richard C. Schoenstedt

Title: Chief Judge

Date: 3/29/17

CORRECT CARE SOLUTIONS, LLC

Chris Bove

Name: Chris Bove

Title: President, Local Detention Division

EXHIBIT A

STAFFING FOR WILL COUNTY ADULT DETENTION FACILITY

Correct Care Solutions									
Will IL- Adult Detention Facility									
Position	MON	TUE	WED	THU	FRI	SAT	SUN	Hrs/WK	FTE
DAY SHIFT									
Health Services Administrator	8	8	8	8	8			40	1.00
Administrative Assistant	8	8	8	8	8			40	1.00
DON	8	8	8	8	8			40	1.00
RN Sick Call	8	8	8	8	8	8	8	56	1.40
RN	16	16	16	16	16			80	2.00
Medical Assistant	8	8	8	8	8			40	1.00
LPN	16	16	16	16	16	16	16	112	2.80
RN-Intake	8	8	8	8	8	8	8	56	1.40
Medical Records Clerk	16	16	16	16	16			80	2.00
Dentist	8		8					16	0.40
Dental Assistant	9		9					18	0.45
MD*	8	8	8	8	8			40	1.00
Total Hours/FTE-Day								618	15.45
EVENING SHIFT									
RN	8	8	8	8	8	8	8	56	1.40
RN Intake	8	8	8	8	8	8	8	56	1.40
LPN/Pharm Tech	24	24	24	24	24	16	16	152	3.80
Medical Assistant	8	8	8	8	8			40	1.00
Medical Records Clerk	8	8	8	8	8			40	1.00
Total Hours/FTE-Evening								344	8.60
NIGHT SHIFT									
RN	8	8	8	8	8	8	8	56	1.40
RN Intake	8	8	8	8	8	8	8	56	1.40
LPN	16	16	16	16	8	8	16	96	2.40
MA Intake	8	8	8	8	8	8	8	56	1.40
Total Hours/FTE-Night								264	6.60
Total Hours/FTE								1226	30.65

**STAFFING FOR WILL COUNTY RIVERY VALLEY JUVENILE DETENTION
CENTER**

Correct Care Solutions									
Will IL - River Valley Juvenile Detention Center									
Position	MON	TUE	WED	THU	FRI	SAT	SUN	Hrs/WK	FTE
DAY SHIFT									
Nursing Supervisor (RN)	8	8	8	8	8			40	1.00
Medical Record Clerk/AA/CMA	8	8	8	8	8			40	1.00
LPN						8	8	16	0.40
MD		3			3			6	0.15
Total Hours/FTE-Day								102	2.55
EVENING SHIFT									
LPN	8	8	8	8	8	8	8	56	1.40
Total Hours/FTE-Evening								56	1.40
NIGHT SHIFT									
LPN	8	8	8	8	8	8	8	56	1.40
Total Hours/FTE-Night								56	1.40
Total Hours/FTE								214	5.35

EXHIBIT C – COMPENSATION

	ADF	ADF	ADF	RVJDC	RVJDC	RVJDC
	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 1	Contract Year 2	Contract Year 3
<i>Annual Base Compensation</i>	\$4,018,721	\$4,140,333	\$4,265,593	\$580,896	\$598,232	\$616,272

- Contract Year 1 – defined as February 1, 2017 through January 31, 2018
- Contract Year 2 – defined as February 1, 2018 through January 31, 2019
- Contract Year 3 – defined as February 1, 2019 through January 31, 2020

EXHIBIT D
PERFORMANCE MEASURES

CCS shall use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables in accordance with this Agreement or any other Exhibits governing the work in a professional and workmanlike manner.

The County shall review and evaluate performance measures by monitoring activities. The County may assess performance fees in the event CCS fails to perform the particular services as outlined below. All performance deficiencies must be supported by relevant data originating from ERMA.

PERFORMANCE MEASURE	ADJUSTMENT
Failure to follow the inmate referral process as follows: Inmate referrals for off-site and non-urgent consults will be reviewed, and be either approved or denied by the CCS site Medical Director within five business days of the on-site physician's referral and the inmate shall be seen by the community provider within 30 days of said referral.	\$100.00 Per identified deficiency
Failure to perform Health Assessments within the timeframes established in Article I of the Agreement.	\$150.00 Per identified deficiency
Failure to perform Receiving Screenings within the timeframes established in Article I of the Agreement.	\$100.00 Per identified deficiency
Failure to perform Chronic Care evaluations within the timeframes established in Article I of the Agreement.	\$100.00 per identified deficiency

**FIFTH AMENDMENT TO THE AGREEMENT FOR INMATE HEALTH CARE
SERVICES AT WILL COUNTY, ILLINOIS
(Effective February 1, 2021)**

This Fifth Amendment, effective February 1, 2021 (this "Amendment"), to the Agreement for Inmate Health Care Services, dated on February 1, 2017, as amended (the "Agreement"), is by and between Wellpath LLC ("Wellpath") and the Sheriff of Will County and the Chief Judge of the 12th Judicial Circuit, (Collectively the "County").

WHEREAS, the Parties agree to renew the Agreement for a three year period, beginning February 1, 2021 through January 31, 2024; and

WHEREAS, the Parties agree to increase compensation pursuant to the Consumer Price Index each successive year as further set forth on Exhibit C; and

WHEREAS, the Parties agree to revise the Staffing Plan as further set forth on Exhibit A; and

WHEREAS, the Parties agree that the County will assume responsibility for the cost of HIV medications beginning February 1, 2021, with said costs reconciled quarterly by Wellpath and invoiced to the County; and

WHEREAS, in accordance with Article XI Section R, the Parties desire to amend the Agreement to memorialize such changes.

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:

1. **RECITALS.** The parties hereto incorporate the foregoing recitals as a material portion of this Amendment.
2. **AMENDMENT TO EXHIBIT A OF AGREEMENT.** The Exhibit A of the Agreement shall be replaced in its entirety with the Exhibit A attached hereto and made a part of this Amendment by this reference.
3. **AMENDMENT TO ARTICLE I SECTION O "PHARMACY SERVICES".** The Agreement shall be amended by inserting an additional subsection "2. HIV MEDICATIONS" at the end of Section "O. Pharmacy Services" as follows:

2. **HIV MEDICATIONS.** County shall bear the cost of all prescription medication related to the treatment of Human Immuno-deficiency Virus ("HIV") and Acquired Immune Deficiency Syndrome ("AIDS"). Medications related to the treatment of HIV and AIDS shall be defined in accordance with the Physician's Desk Reference. Wellpath will work with the County to utilize the AIDS Drug Assistance Program (ADAP)

to help reduce the cost of HIV medications to the County. Costs under this section shall be reconciled in accordance with Article VIII, Section B.3.

- 4. AMENDMENT TO ARTICLE VIII COMPENSATION OF AGREEMENT.** The Agreement shall be amended by inserting an additional subsection "B.3." under Compensation, Quarterly Reconciliation Process, as follows:

3. **ADJUSTMENTS FOR HIV MEDICATIONS.** The quarterly reconciliation shall include any amounts paid by Wellpath for HIV/AIDS medications as listed in Article I, Section O, Subsection 2 "HIV Medications". The compensation payable to Wellpath by the County shall be increased by any costs paid by Wellpath for HIV/AIDS medications.

- 5. AMENDMENT TO ARTICLE IX SECTION A "TERM " OF AGREEMENT.** The Agreement shall be amended by deleting Section A. of Article IX in its entirety and inserting the following language in lieu thereof:

A. **TERM.** The term of this Agreement shall begin on February 1, 2021 at 12:01 a.m. and continue through January 31, 2024. Following the initial term, the Agreement may be renewed for additional one-year periods upon mutual agreement of the parties. Compensation for the contract years One, Two and Three shall be at the applicable rates set forth in Exhibit C.

- 6. AMENDMENT TO EXHIBIT C OF AGREEMENT.** The Exhibit C of the Agreement shall be replaced in its entirety with the Exhibit C attached hereto and made a part of this Amendment by this reference.

- 7. SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.

- 8. DEFINED TERMS.** Any capitalized term or acronym used but not defined herein shall have the meaning ascribed to it under the Agreement.

- 9. REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

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:

Will County, Illinois

By: Michael Kelley
Michael Kelley
Title: Will County Sheriff

By: Richard C. Schoenstedt
Richard C. Schoenstedt
Title: Chief Judge

Wellpath, LLC

By: Cindy P. Watson
Cindy Watson
Title: President, Local Govt. Health Division

EXHIBIT A
STAFFING MATRIX
Effective February 1, 2021

ADULT

Will County, IL										
Title	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE	
Days										
Health Services Administrator	8	8	8	8	8			40	1	
Medical Director	8	8	8	8	8			40	1	
Director of Nursing	8	8	8	8	8			40	1	
Registered Nurse - Sick Call	8	8	8	8	8	8	8	56	1.4	
Registered Nurse - Sick Call	16	16	16	16	16			80	2	
Registered Nurse - Intake	8	8	8	8	8	8	8	56	1.4	
Licensed Practical Nurse	8	8	8	8	8	16	16	72	1.8	
Medical Records Clerk	8	16	8	16	12			60	1.5	
Medical Assistant	16	16	16	16	16			80	2	
Administrative Assistant		8	8	8	8	8		40	1	
Psychiatric Nurse Practitioner	8	8	8	8	3			35	0.875	
Mental Health Director	8	8	8	8	8			40	1	
Mental Health Professional	16	16	16	16	16			80	2	
Dentist	8		8					16	0.4	
Dental Assistant	9		9					18	0.45	
TOTAL HOURS/FTE-Day								753	18.83	
Evenings										
Registered Nurse	16	16	16	16	16	8	8	96	2.4	
Registered Nurse - Intake	8	8	8	8	8	8	8	56	1.4	
Licensed Practical Nurse / Pharm Tech	16	16	16	16	16	16	16	112	2.8	
Medical Assistant	8	8	8	8	8			40	1	
TOTAL HOURS/FTE-Evenings								304	7.6	
Nights										
Registered Nurse	8	8	8	8	8	8	8	56	1.4	
Registered Nurse - Intake	8	8	8	8	8	8	8	56	1.4	
Licensed Practical Nurse	16	16	16	16	8	8	16	96	2.4	
TOTAL HOURS/FTE-Nights								208	5.2	
TOTAL								1265	31.63	

JUVENILE

Will County, IL									
Title	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Days									
Medical Director		3			3			6	0.15
Registered Nurse (Nursing Supervisor)	8	8	8	8	8			40	1
Licensed Practical Nurse						8	8	16	0.4
Medical Record Clerk/ AA/CMA	8	8	8	8	8			40	1
Psychiatric NP					5			5	0.13
TOTAL HOURS/FTE-Day								107	2.68
Evenings									
Licensed Practical Nurse	8	8	8	8	8	8	8	56	1.4
TOTAL HOURS/FTE-Evenings								56	1.4
Nights									
Licensed Practical Nurse	8	8	8	8	8	8	8	56	1.4
TOTAL HOURS/FTE-Nights								56	1.4
TOTAL								219	5.48

EXHIBIT C
ANNUAL COMPENSATION

	ADF	ADF	ADF	RVJDC	RVJDC	RVJDC
	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 1	Contract Year 2	Contract Year 3
<i>Annual Base Compensation</i>	\$ 5,216,684.08	\$ 5,373,184.60	\$ 5,534,380.14	\$ 701,374.21	\$ 722,415.44	\$ 744,087.90
<i>Monthly Base Compensation</i>	\$ 434,723.67	\$ 447,765.38	\$ 461,198.35	\$ 58,447.85	\$ 60,201.29	\$ 62,007.33

- Contract Year 1 – defined as February 1, 2021 through January 31, 2022
- Contract Year 2 – defined as February 1, 2022 through January 31, 2023
- Contract Year 3 – defined as February 1, 2023 through January 31, 2024

**SECOND AMENDMENT TO THE AGREEMENT FOR INMATE HEALTH CARE
SERVICES AT WILL COUNTY, ILLINOIS
(Effective September 1, 2019)**

This Second Amendment, effective September 1, 2019 (this "Amendment"), to the Agreement for Inmate Health Care Services, dated on February 1, 2017, as amended (the "Agreement"), is by and between Wellpath LLC, f/k/a Correct Care Solutions, LLC or "CCS" ("Wellpath") and the Sheriff of Will County and the Chief Judge of the 12th Judicial Circuit, (Collectively the "County").

WHEREAS, the County has passed Resolution 19-220 (Exhibit A) allowing Wellpath to allow endoscopy and/or colonoscopy medical care for detainees to be reimbursed at the Medicare rate/s and not at the Medicaid rate; and

WHEREAS, in accordance with Article XI Section R, the Parties desire to amend the Agreement to memorialize such changes.

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:

1. **RECITALS.** The parties hereto incorporate the foregoing recitals as a material portion of this Amendment.
2. **AMENDMENT TO ARTICLE I SECTION J "SPECIALTY SERVICES" OF AGREEMENT.** The Agreement shall be amended by inserting the following language to Section J:

"In the event medical care for detainees involve endoscopy and/or colonoscopy such services are to be reimbursed at Medicare rate and not at the Medicaid rate per County Resolution 19-220 (Exhibit A)."

3. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.
4. **DEFINED TERMS.** Any capitalized term or acronym used but not defined herein shall have the meaning ascribed to it under the Agreement.
5. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

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:

Will County, Illinois

By: Michael Kelley
Michael Kelley
Title: Will County Sheriff 10-21-19

Wellpath, LLC

By: Cindy P. Watson
Cindy Watson
Title: President, Local Govt. Health Division

By: Richard C. Schoenstedt
Richard C. Schoenstedt
Title: Chief Judge



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

Authorizing the Will County Sheriff and the Chief Judge of the Twelfth Judicial Circuit Court to Amend the Medical Care Contract with Well Path

WHEREAS, the County Board has previously authorized the Will County Sheriff and Chief Judge of the Twelfth Judicial Circuit to contract with Well Path to provide medical care for detainees reimbursed for outside procedures at the Medicaid rate; and

WHEREAS, the representative of the Will County State's Attorney has informed the County Board that no local provider will perform diagnostic testing involving endoscopy or colonoscopy to inmates of the Will County Adult Detention Facility; and

WHEREAS, Well Path after months of diligent search has located a Cook County medical facility who would perform the necessary testing procedures on inmates but only if they are reimbursed at the Medicare rate instead of the Medicaid rate; and

WHEREAS, the Sheriff and Chief are statutorily and constitutionally required to provide necessary medical care to their respective detainees and have done so through the contract for medical services with Well Path; and

WHEREAS, the number of detainees who are medically required to receive diagnostic treatment procedures of endoscopy or colonoscopy is very small and the rate of reimbursement at Medicare rates versus Medicaid rates would be less than defending a lawsuit alleging inadequate medical care of a detainee; and

WHEREAS, the County Board agrees with the legal reasoning of the State's Attorney that it is in Will County's best interest to prevent unnecessary litigation if the cost to do so is reasonable and the amendment of the medical care contract with Well Path as proposed in this resolution is in fact reasonable.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby authorizes the Will County Sheriff and Chief Judge of the Twelfth Judicial Circuit to amend the contract with Well Path to provide medical care for detainees involving endoscopy and/or colonoscopy to be reimbursed at Medicare rate and not at the Medicaid rate; and

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 15th day of August, 2019.

AYES:	Ogalla, Koch, Moustis, Rice, Tyson, Harris, Traynere, Fritz, Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker, Ventura, Dollinger, Marcum, Berkowicz, Cowan, Tuminello, Weigel, Ferry, Kraulidis
ABSENT:	Summers

Result: Approved - [Unanimous]

Lauren Staley Ferry (SEAL)
Will County Clerk

Approved this _____ day of _____, 2019.

Lawrence M. Walsh
Will County Executive

**THIRD AMENDMENT TO THE AGREEMENT FOR INMATE HEALTH CARE
SERVICES AT WILL COUNTY, ILLINOIS
(Effective February 1, 2020)**

This Third Amendment, effective February 1, 2020 (this "Amendment"), to the Agreement for Inmate Health Care Services, dated on February 1, 2017, as amended (the "Agreement"), is by and between Wellpath LLC, f/k/a Correct Care Solutions, LLC or "CCS" ("Wellpath") and the Sheriff of Will County and the Chief Judge of the 12th Judicial Circuit, (Collectively the "County").

WHEREAS, the Parties desire to renew the Agreement for a one year period; and

WHEREAS, the Parties agree to amend the Agreement to expressly provide that at all times it was the intent of the Parties that only the affected Facility/s authorized representative/s needs to execute Amendments for such to be binding; and

WHEREAS, in accordance with Article XI Section R, the Parties desire to amend the Agreement to memorialize such changes.

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:

1. **RECITALS.** The parties hereto incorporate the foregoing recitals as a material portion of this Amendment.

2. **AMENDMENT TO ARTICLE IX SECTION A "TERM " OF AGREEMENT.** The last sentence of Article IX Section A "TERM" shall be deleted in its entirety and replaced with the following:

Following the two (2) successive one year periods the Agreement may be renewed for additional one-year periods upon mutual agreement of the parties. Compensation for any renewal year shall be at the applicable rates set forth in Exhibit C.

3. **AMENDMENT TO EXHIBIT C OF AGREEMENT.** The Exhibit C of the Agreement shall be replaced in its entirety with the Exhibit C attached hereto and made a part of this Amendment by this reference.

4. **AMENDMENT TO ARTICLE XI SECTION M "EXECUTION AUTHORITY" OF AGREEMENT.** The Agreement shall be amended by adding the following sentence to the end of Section M:

Furthermore, in the event an amendment or memorandum of understanding only affects one facility, only that facility's authorized representative is required to sign the amendment for it to become effective and binding between the Parties.

5. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.
6. **DEFINED TERMS.** Any capitalized term or acronym used but not defined herein shall have the meaning ascribed to it under the Agreement.
7. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

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:

Will County, Illinois

Wellpath, LLC

By: Michael Kelley
Michael Kelley
Title: Will County Sheriff

By: Cindy P. Watson
Cindy Watson
Title: President, Local Govt. Health Division

By: Richard C. Schoenstedt
Richard C. Schoenstedt
Title: Chief Judge

Exhibit C

	ADF	ADF	ADF	RVJDC	RVJDC	RVJDC
	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 1	Contract Year 2	Contract Year 3
<i>Annual Base Compensation</i>	\$ 4,018,721.00	\$ 4,140,333.00	\$ 4,265,593.00	\$ 580,896.00	\$ 598,232.00	\$ 616,272.00
<i>Monthly Base Compensation</i>	\$ 334,893.42	\$ 345,027.75	\$ 355,466.08	\$ 48,408.00	\$ 49,852.67	\$ 51,356.00

	ADF	RVJDC
	Contract Year 4	Contract Year 4
<i>Annual Base Compensation</i>	\$ 4,385,029.56	\$ 633,527.64
<i>Monthly Base Compensation</i>	\$ 365,419.13	\$ 52,793.97

- Contract Year 1 – defined as February 1, 2017 through January 31, 2018
- Contract Year 2 – defined as February 1, 2018 through January 31, 2019
- Contract Year 3 – defined as February 1, 2019 through January 31, 2020
- Contract Year 4 – defined as February 1, 2020 through January 31, 2021

**FOURTH AMENDMENT TO THE AGREEMENT FOR INMATE HEALTH CARE
SERVICES AT WILL COUNTY, ILLINOIS
(Effective January 1, 2020)**

This Fourth Amendment, effective January 1, 2020 (this "Amendment"), to the Agreement for Inmate Health Care Services, dated on February 1, 2017, as amended (the "Agreement"), is by and between Wellpath LLC, f/k/a Correct Care Solutions, LLC or "CCS" ("Wellpath") and the Sheriff of Will County and the Chief Judge of the 12th Judicial Circuit, (Collectively the "County").

WHEREAS, the County has passed Resolution 19-376 (Exhibit 1) allowing Wellpath to allow medical care for patients of the Will County Adult Detention Facility ("ADF") and River Valley Justice Center be reimbursed at the Medicare rate/s and not at the Medicaid rate upon approval from the Will County Executive or their designee; and

WHEREAS, in accordance with Article XI Section R, the Parties desire to amend the Agreement to memorialize such changes.

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:

1. **RECITALS.** The parties hereto incorporate the foregoing recitals as a material portion of this Amendment.
2. **AMENDMENT TO ARTICLE I SECTION J "SPECIALTY SERVICES" OF AGREEMENT.** The Agreement shall be amended by inserting the following language to Section J:

"In the event a medical provider cannot be located to provide necessary medical treatment at Medicaid rates to a patient within 50 miles of the ADF Wellpath shall notify the ADF Warden or their designee to seek approval from a Will County Executive or designee to allow payment to be at Medicare rates. Wellpath shall be allowed to book an appointment with a medical provider to pay at Medicare rates once an email or other written notification is received from the ADF Warden or their designee confirming they received approval from the pertinent Will County Executive or their designee pursuant to the Will County Resolution 19-376 (Exhibit 1)."

3. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.

4. **DEFINED TERMS.** Any capitalized term or acronym used but not defined herein shall have the meaning ascribed to it under the Agreement.
5. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

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:

Will County, Illinois

By: Michael Kelley
Michael Kelley
Title: Will County Sheriff

Wellpath, LLC

By: Cindy P. Watson
Cindy Watson
Title: President, Local Govt. Health Division



EXHIBIT 1

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

***Setting Reimbursement for the Cost of Medical and Hospital Services Provided to
Prisoners in Custody of the Will County Sheriff and Minors Held at the River
Valley Justice Center***

WHEREAS, 730 ILCS 125/17, 17.5 & 17.10 provides the Sheriff has an obligation to provide necessary medical aid to all the prisoners under his charge, and

WHEREAS, 705 ILCS 405/5-515 provides that minors detained at a detention center have their medical, dental or surgical care provided by the detention center, and

WHEREAS, 730 ILCS 125/17 provides, in pertinent part, that any hospital, physician or public agency providing medical services to a prisoner in custody of the Will County Sheriff shall be entitled to reimbursement from the County for the costs of such services, and

WHEREAS, 730 ILCS 125/17 further provides, in pertinent part, that the County Board may adopt an Ordinance or Resolution providing for reimbursement for the cost of medical services at the Department of Healthcare and Family Services rates for medical assistance (Medicaid rates), and

WHEREAS, in Will County Ordinance #06-445 the County Board set the reimbursement rate for prisoner medical care at the rates set by the Illinois Department of Public Aid for medical assistance (Medicaid rates) approved and in effect since November 6, 2006, and

WHEREAS, since those rates were set there have been instances where no medical providers in specialized areas were willing to treat prisoners at the Medicaid rates, and

WHEREAS, the failure to provide necessary medical treatment to prisoners due to medical providers refusing to treat the prisoners at the Medicaid rates could cause the Sheriff to be sued for failure to provide adequate medical care, and cause Will County to spend funds to defend those suits and pay any judgments that may enter, and

WHEREAS, it is in the best interests of the citizens of Will County to continue to limit the reimbursement for the cost of medical services at the Department of Healthcare and Family Services rates for medical assistance (Medicaid rates) with a limited exception that if a medical provider cannot be located to provide necessary medical treatment to a prisoner within 50 miles at the Medicaid rates, then Will County will authorize payment at the Medicare rates, and

WHEREAS, to provide supervision over the expenditure of taxpayer's moneys for medical care of prisoners in custody of the Will County Sheriff and/or minor detainees in custody at the River Valley Justice Center, the County's medical provider will need authorization from the Will County Executive or their designee to make a reimbursement to any outside medical provider at the higher Medicare rate.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board pursuant to 730 ILCS 125/17 limits the reimbursement for the cost of medical services at the Department of

Healthcare and Family Services rates for medical assistance (Medicaid rates) with a limited exception that if a medical provider cannot be located to provide necessary medical treatment to a prisoner within 50 miles at the Medicaid rates, then Will County will authorize payment at the Medicare rates in individual cases only after authorization from the Will County Executive or their designee.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 19th day of December, 2019.

Result: -

Lauren Staley Ferry (SEAL)
Will County Clerk

Approved this _____ day of _____, 2019.

Lawrence M. Walsh
Will County Executive

**SIXTH AMENDMENT TO THE AGREEMENT FOR INMATE HEALTH CARE
SERVICES AT WILL COUNTY, IL
(Effective June 1, 2022)**

This Sixth Amendment, effective June 1, 2022 (this “Amendment”), to the Agreement for Inmate Health Care Services, dated on February 1, 2017, as amended (the “Agreement”), is by and between Wellpath LLC (“Wellpath”) and the Sheriff of Will County and the Chief Judge of the 12th Judicial Circuit, (Collectively the “County”).

WHEREAS, the Parties have determined that it is necessary and in the best interest of Covered Persons to remove the night shift LPNs at River Valley JDC; and

WHEREAS, the Parties have determined such changes decrease base compensation to \$50,330.56 monthly; and

WHEREAS, in accordance with Article XI Section R, the Parties desire to amend the Agreement to memorialize such changes.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Wellpath agree as follows:

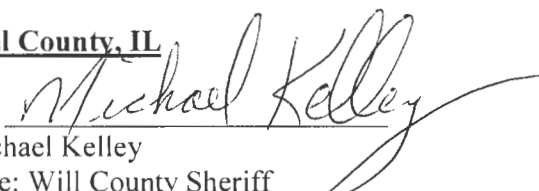
1. **RECITALS.** The Parties hereto incorporate the foregoing recitals as a material portion of this Amendment.
2. **AMENDMENT TO EXHIBIT A OF THE AGREEMENT.** The Parties agree that the Staffing Matrix attached hereto as Exhibit A shall replace the previous Staffing Matrix attached to the Agreement as Exhibit A.
3. **AMENDMENT TO EXHIBIT C OF THE AGREEMENT.** The Parties agree that Exhibit C shall be updated by updating the RVJDC Contract Year 2 pricing and Year 3 pricing as follows:
 - Annual Base Compensation: February 1, 2022 – May 31, 2022
\$240,805.16
 - Monthly Base Compensation: February 1, 2022 – May 31, 2022
\$60,201.29
 - Annual Base Compensation: June 1, 2022 – January 31, 2023
\$402,644.48
 - Monthly Base Compensation: June 1, 2022 – January 31, 2023
\$50,330.56
 - Annual Base Compensation: February 1, 2023 – January 31, 2024
\$622,085.72
 - Monthly Base Compensation: February 1, 2023 – January 31, 2024
\$51,840.47

4. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.
5. **DEFINITIONS.** Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.
6. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

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:

Will County, IL

By: 

Michael Kelley

Title: Will County Sheriff

By: 

Daniel Kennedy

Title: Chief Judge

Wellpath LLC

DocuSigned by:

By: 

Cindy Watson

Title: President, Local Gov't Health

EXHIBIT A**Staffing Matrix****ADULT**

Will County, IL (Adult)									
Title	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Days									
Health Services Administrator	8	8	8	8	8			40	1
Medical Director**	8	8	8	8	8			40	1
Director of Nursing	8	8	8	8	8			40	1
Registered Nurse - Sick Call	8	8	8	8	8	8	8	56	1.4
Registered Nurse - Sick Call	16	16	16	16	16			80	2
Registered Nurse - Intake	8	8	8	8	8	8	8	56	1.4
Licensed Practical Nurse	8	8	8	8	8	16	16	72	1.8
Medical Records Clerk	8	16	8	16	12			60	1.5
Medical Assistant	16	16	16	16	16			80	2
Administrative Assistant		8	8	8	8	8		40	1
Psychiatric Nurse Practitioner	8	8	8	8	3			35	0.875
Mental Health Director	8	8	8	8	8			40	1
Mental Health Professional	16	16	16	16	16			80	2
Dentist	8		8					16	0.4
Dental Assistant	9		9					18	0.45
TOTAL HOURS/FTE-Day								753	18.83
Evenings									
Registered Nurse	16	16	16	16	16	8	8	96	2.4
Registered Nurse - Intake	8	8	8	8	8	8	8	56	1.4
Licensed Practical Nurse / Pharm Tech	16	16	16	16	16	16	16	112	2.8
Medical Assistant	8	8	8	8	8			40	1
TOTAL HOURS/FTE-Evenings								304	7.6
Nights									
Registered Nurse	8	8	8	8	8	8	8	56	1.4
Registered Nurse - Intake	8	8	8	8	8	8	8	56	1.4
Licensed Practical Nurse	16	16	16	16	8	8	16	96	2.4
TOTAL HOURS/FTE-Nights								208	5.2
TOTAL								1265	31.63

** 2 hours of Midlevel Nurse Practitioner coverage may be substituted for 1 hour of Medical Director

JUVENILE

Will County, IL - Juvenile									
Title	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Days									
Medical Director**		3			3			6	0.15
Registered Nurse (Nursing Supervisor)	8	8	8	8	8			40	1
Licensed Practical Nurse						8	8	16	0.4
Medical Record Clerk/ AA/CMA	8	8	8	8	8			40	1
Psychiatric NP					5			5	0.125
TOTAL HOURS/FTE-Day								107	2.675
Evenings									
Licensed Practical Nurse	8	8	8	8	8	8	8	56	1.4
TOTAL HOURS/FTE-Evenings								56	1.4
TOTAL								163	4.075

** 2 hours of Midlevel Nurse Practitioner coverage may be substituted for 1 hour of Medical Director

**SEVENTH AMENDMENT TO THE AGREEMENT FOR INMATE HEALTH CARE
SERVICES AT WILL COUNTY, IL
(Effective December 1, 2022)**

This Seventh Amendment, effective December 1, 2022 (this "Amendment"), to the Agreement for Inmate Health Care Services, dated on February 1, 2017, as amended (the "Agreement"), is by and between Wellpath LLC ("Wellpath") and the Sheriff of Will County and the Chief Judge of the 12th Judicial Circuit, (Collectively the "County").

WHEREAS, the Parties have determined that it is necessary and in the best interest of Covered Persons to update the staffing matrix to cover needed salary increases; and

WHEREAS, the Parties have determined such changes shall be cost neutral, as detailed in the Staffing Changes Wage Breakdown table in Exhibit A ; and

WHEREAS, in accordance with Article XI Section R, the Parties desire to amend the Agreement to memorialize such changes.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Wellpath agree as follows:

1. **RECITALS.** The Parties hereto incorporate the foregoing recitals as a material portion of this Amendment.
2. **AMENDMENT TO ARTICLE I (P) OF THE AGREEMENT.** The Parties agree to update the items included in the CAP AMOUNTS with the addition of HIV medications.
3. **AMENDMENT TO EXHIBIT A OF THE AGREEMENT.** The Parties agree that the Staffing Matrix attached hereto as Exhibit A shall replace the previous Staffing Matrix attached to the Agreement as Exhibit A.
4. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.
5. **DEFINITIONS.** Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.
6. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

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:

Will County, IL

By: Michael Kelley
Michael Kelley
Title: Will County Sheriff

Wellpath LLC

Deauthorized by:
By: Justin Searle
Justin Searle
Title: President, Local Gov't Health

EXHIBIT A**Staffing Matrix****ADULT**

Will County, IL (Adult)									
Title	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Days									
Health Services Administrator	8	8	8	8	8			40	1
Medical Director**	8	8	8	8	8			40	1
Director of Nursing	8	8	8	8	8			40	1
Registered Nurse	8	8	8	8	8	8	8	56	1.4
Registered Nurse	8	8	8	8	8	8	8	56	1.4
Registered Nurse	8	8	8	8	8	8	8	56	1.4
Licensed Practical Nurse	8	8	8	8	8	8	8	56	1.4
Medical Records Clerk	8	16	8	16	12			60	1.5
Medical Assistant	16	16	16	16	16	8	8	96	2.4
Administrative Assistant	8	8	8	8	8			40	1
Psychiatric Nurse Practitioner	8	8	8	8	3			35	0.875
Mental Health Director	8	8	8	8	8			40	1
Mental Health Professional	16	16	16	16	16			80	2
Dentist	8		8					16	0.4
Dental Assistant	9		9					18	0.45
TOTAL HOURS/FTE-Day								729	18.225
Evenings									
Registered Nurse	8	8	8	8	8	8	8	56	1.4
Registered Nurse	8	8	8	8	8	8	8	56	1.4
Licensed Practical Nurse / Pharm Tech	8	8	8	8	8	8	8	56	1.4
Medical Assistant	8	8	8	8	8	8	8	56	1.4
TOTAL HOURS/FTE-Evenings								224	5.6
Nights									
Registered Nurse	8	8	8	8	8	8	8	56	1.4
Registered Nurse	8	8	8	8	8	8	8	56	1.4
Licensed Practical Nurse	8	8	8	8	8	8	8	56	1.4
Medical Assistant	8	8	8	8	8	8	8	56	1.4
TOTAL HOURS/FTE-Nights								224	5.6
TOTAL								1177	29.425

** 2 hours of Midlevel Nurse Practitioner coverage may be substituted for 1 hour of Medical Director

JUVENILE

Will County, IL - Juvenile									
Title	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Days									
Medical Director**		3			3			6	0.15
Registered Nurse (Nursing Supervisor)	8	8	8	8	8			40	1
Licensed Practical Nurse						8	8	16	0.4
Medical Record Clerk/ AA/CMA	8	8	8	8	8			40	1
Psychiatric NP					5			5	0.125
TOTAL HOURS/FTE-Day								107	2.675
Evenings									
Licensed Practical Nurse	8	8	8	8	8	8	8	56	1.4
TOTAL HOURS/FTE-Evenings								56	1.4
TOTAL								163	4.075

** 2 hours of Midlevel Nurse Practitioner coverage may be substituted for 1 hour of Medical Director

Staffing Changes Wage Breakdown

Position	Hours Change Requested	FTE Change Request	Bid Rate	Annual Cost
Proposed Staffing Changes				
Registered Nurse	(24.00)	(0.6)	\$40.53	(78,078)
Licensed Practical Nurse	(16.00)	(0.4)	\$29.35	(37,694)
Registered Nurse	(40.00)	(1.0)	\$40.53	(130,131)
Licensed Practical Nurse / Pharm Tech	(56.00)	(1.4)	\$29.35	(131,929)
Licensed Practical Nurse	(40.00)	(1.0)	\$29.35	(94,235)
Medical Assistant	16.00	0.4	\$20.00	31,276
Medical Assistant	56.00	1.4	\$20.00	114,226
Medical Assistant	16.00	0.4	\$20.00	27,197
Total	(88.00)	(2.2)		\$(299,368)
Proposed Wage Enhancements				
Licensed Practical Nurse (Adult)	280.00	7.0	\$4.91	116,844
Weekend Day Shift Differential	72.00	1.8	\$2.00	10,756
Evening Shift Differential	240.00	6.0	\$3.00	53,781
Evening / Weekend Shift Differential	64.00	1.6	\$5.00	23,903
Night Shift Differential	144.00	3.6	\$4.00	43,025
Night / Weekend Shift Differential	64.00	1.6	\$6.00	28,683
HSA	40.00	1.0	\$5.46	16,314
DON	40.00	1.0	\$9.61	28,713
Total				\$322,019

**EIGHTH AMENDMENT TO THE AGREEMENT FOR INMATE HEALTH CARE
SERVICES AT WILL COUNTY, ILLINOIS
(Effective February 1, 2024)**

This Eighth Amendment, effective February 1, 2024 (this "Amendment"), to the Agreement for Inmate Health Care Services, dated on February 1, 2017, as amended (the "Agreement"), is by and between Wellpath LLC ("Wellpath") and the Sheriff of Will County and the Chief Judge of the 12th Judicial Circuit, (Collectively the "County").

WHEREAS, the Parties agree to extend the Agreement for a six month period, beginning February 1, 2024 through July 31, 2024; and

WHEREAS, the Parties agree to increase compensation pursuant to the Consumer Price Index each successive year as further set forth on Exhibit C; and

WHEREAS, in accordance with Article XI Section R, the Parties desire to amend the Agreement to memorialize such changes.

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:

1. **RECITALS.** The parties hereto incorporate the foregoing recitals as a material portion of this Amendment.
2. **AMENDMENT TO ARTICLE IX SECTION A "TERM " OF AGREEMENT.** The Agreement shall be amended by deleting Section A. of Article IX in its entirety and inserting the following language in lieu thereof:

A. **TERM.** The term of this Agreement shall begin on February 1, 2024 at 12:01 a.m. and continue through July 31, 2024 at 11:59 p.m. Following the initial term, the Agreement may be renewed for additional one-year periods upon mutual agreement of the parties. Compensation for this six (6) month extension shall be at the applicable rates set forth in Exhibit C.

3. **AMENDMENT TO EXHIBIT C OF AGREEMENT.** The Exhibit C of the Agreement shall be replaced in its entirety with the Exhibit C attached hereto and made a part of this Amendment by this reference.
4. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.

**EXHIBIT C
COMPENSATION**

February 1, 2024 through July 31, 2024

ADF

Total Base Compensation: \$2,905,549.57

Monthly Base Compensation: \$484,258.26

RVJDC

Total Base Compensation: \$326,595.60

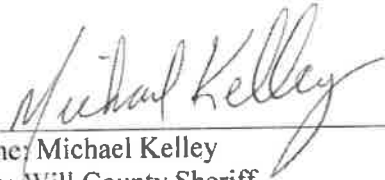
Monthly Base Compensation: \$54,432.50

5. **DEFINED TERMS.** Any capitalized term or acronym used but not defined herein shall have the meaning ascribed to it under the Agreement.
6. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

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:

Will County, Illinois

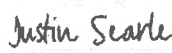
By: 

Name: Michael Kelley
Title: Will County Sheriff

By: 

Name: Daniel Kennedy
Title: Chief Judge

Wellpath, LLC

By: 

Name: Justin Searl
Title: President, Local Government



July 21, 2020

Christopher Watkins, Superintendent
River Valley Juvenile Detention Center
3200 McDonough St.
Joliet, IL 60431

RE: Proposal for Three-Year Contract Extension at the River Valley Juvenile Detention Center

Dear Superintendent Watkins:

As the proud provider of medical services for the River Valley Juvenile Detention Center ("RVJDC"), Wellpath LLC strives to exceed your expectations regarding the level and quality of services we provide. Following recent conversations, Wellpath is proud to submit this proposal for a three-year contract extension.

Annual Renewal

Wellpath requests to extend our agreement for an additional three-year period, effective February 1, 2021 through January 31, 2024. We propose that each year of the three-year extension include an increase consistent with the 12-month percent change Consumer Price Index -All Urban Consumers, U.S. City Average, Medical Care Services. The CPI published for February 2020 was 5.3%. Wellpath proposes using the 12-month percent change in CPI for the month of September for years two and three of the contract.

Addition of a Psychiatric Nurse Practitioner

Wellpath also proposes to add five hours of Psychiatric Nurse Practitioner hours to the Juvenile staffing matrix. The addition of these five hours combined with the 35 hours of Psychiatric Nurse Practitioner hours at the Adult facility will provide a total of 1.0 FTE to the Will County contract. The cost of this position is \$28,138.03 per year.

Wage Adjustments

In addition to the Mental Health enhancements, Wellpath also conducted a salary survey for our current positions in Will County. We found that our LPNs are just below the 25th percentile. Our experience shows that we need to be over the 50th percentile to be competitive in the local market.

Therefore, Wellpath proposes a one-time wage increase adjustment for our current LPN staff and Medical Director effective on February 1, 2021. The total wage increases equal \$24,301.76 annually, as reflected in the following table.





Position	Total FTEs	Wage Adjustment Per FTE	Total Wage Adjustment
LPN	3.20	\$6,402.57	\$20,488.22
Medical Director	0.15	\$25,423.54	\$3,813.53
Total	3.35		\$24,301.76

Contract Pricing Summary

	RV/DC	
	Monthly	Annually
Base Compensation	\$51,356.00	\$616,272.00
5.3% Annual Increase	\$2,721.87	\$32,662.42
Psychiatric Nurse Practitioner (5 hours)	\$2,344.84	\$28,138.03
Wage Adjustments	\$2,025.15	\$24,301.76
Compensation Effective 02/01/21 - 01/31/2022	\$58,447.85	\$701,374.21

Contract Pricing for Years Two and Three

	RV/DC		
	Contract Year 1	Contract Year 2*	Contract Year 3*
Base Compensation	\$701,374.21	\$722,415.44	\$744,087.90

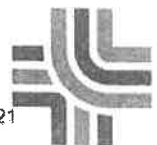
*Assumes a 3% CPI increase each year.

To confirm moving forward, please return a signed copy to Stephanie Vardell, Partner Services Specialist, at sdvardell@wellpath.us. We thank you for the opportunity to present this proposal. Should you have any questions or concerns, please do not hesitate to Synthia Peterson, Director of Operations at 309-256-9449 or Alex English, Director of Partner Services at 618-558-2183.

Warm regards,

Audrey Townsel, PsyD, MHA
Regional Vice President

cc: Synthia Peterson, Director of Operations
Alex English, Director of Partner Services





The undersigned is authorized by Will County to accept the above terms.

By: 

Richard C. Schoenstedt

Title: Chief Judge

Date: 8/18/2020

PLEASE NOTE: Final delivery of the contract amendment will be via email. If hard copies with original signatures are required, please indicate the number of copies needed: ____.



**THIRD AMENDMENT TO THE AGREEMENT FOR INMATE HEALTH CARE
SERVICES AT WILL COUNTY, ILLINOIS**
(Effective February 1, 2020) *year 4*

This Third Amendment, effective February 1, 2020 (this "Amendment"), to the Agreement for Inmate Health Care Services, dated on February 1, 2017, as amended (the "Agreement"), is by and between Wellpath LLC, f/k/a Correct Care Solutions, LLC or "CCS" ("Wellpath") and the Sheriff of Will County and the Chief Judge of the 12th Judicial Circuit, (Collectively the "County").

WHEREAS, the Parties desire to renew the Agreement for a one year period; and

WHEREAS, the Parties agree to amend the Agreement to expressly provide that at all times it was the intent of the Parties that only the affected Facility/s authorized representative/s needs to execute Amendments for such to be binding; and

WHEREAS, in accordance with Article XI Section R, the Parties desire to amend the Agreement to memorialize such changes.

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:

1. **RECITALS.** The parties hereto incorporate the foregoing recitals as a material portion of this Amendment.
2. **AMENDMENT TO ARTICLE IX SECTION A "TERM " OF AGREEMENT.** The last sentence of Article IX Section A "TERM" shall be deleted in its entirety and replaced with the following:

Following the two (2) successive one year periods the Agreement may be renewed for additional one-year periods upon mutual agreement of the parties. Compensation for any renewal year shall be at the applicable rates set forth in Exhibit C.

3. **AMENDMENT TO EXHIBIT C OF AGREEMENT.** The Exhibit C of the Agreement shall be replaced in its entirety with the Exhibit C attached hereto and made a part of this Amendment by this reference.
4. **AMENDMENT TO ARTICLE XI SECTION M "EXECUTION AUTHORITY" OF AGREEMENT.** The Agreement shall be amended by adding the following sentence to the end of Section M:

Furthermore, in the event an amendment or memorandum of understanding only affects one facility, only that facility's authorized representative is required to sign the amendment for it to become effective and binding between the Parties.

5. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.
6. **DEFINED TERMS.** Any capitalized term or acronym used but not defined herein shall have the meaning ascribed to it under the Agreement.
7. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

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:

Will County, Illinois

Wellpath, LLC

By: Michael Kelley
Michael Kelley
Title: Will County Sheriff

By: Cindy P. Watson
Cindy Watson
Title: President, Local Govt. Health Division

By: Richard C. Schoenstedt
Richard C. Schoenstedt
Title: Chief Judge

Exhibit C

	ADF	ADF	ADF	RVJDC	RVJDC	RVJDC
	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 1	Contract Year 2	Contract Year 3
<i>Annual Base Compensation</i>	\$ 4,018,721.00	\$ 4,140,333.00	\$ 4,265,593.00	\$ 580,896.00	\$ 598,232.00	\$ 616,272.00
<i>Monthly Base Compensation</i>	\$ 334,893.42	\$ 345,027.75	\$ 355,466.08	\$ 48,408.00	\$ 49,852.67	\$ 51,356.00

	ADF	RVJDC
	Contract Year 4	Contract Year 4
<i>Annual Base Compensation</i>	\$ 4,385,029.56	\$ 633,527.64
<i>Monthly Base Compensation</i>	\$ 365,419.13	\$ 52,793.97

- Contract Year 1 – defined as February 1, 2017 through January 31, 2018
- Contract Year 2 – defined as February 1, 2018 through January 31, 2019
- Contract Year 3 – defined as February 1, 2019 through January 31, 2020
- Contract Year 4 – defined as February 1, 2020 through January 31, 2021

**SECOND AMENDMENT TO THE AGREEMENT FOR INMATE HEALTH CARE
SERVICES AT WILL COUNTY, ILLINOIS
(Effective September 1, 2019)**

This Second Amendment, effective September 1, 2019 (this "Amendment"), to the Agreement for Inmate Health Care Services, dated on February 1, 2017, as amended (the "Agreement"), is by and between Wellpath LLC, f/k/a Correct Care Solutions, LLC or "CCS" ("Wellpath") and the Sheriff of Will County and the Chief Judge of the 12th Judicial Circuit, (Collectively the "County").

WHEREAS, the County has passed Resolution 19-220 (Exhibit A) allowing Wellpath to allow endoscopy and/or colonoscopy medical care for detainees to be reimbursed at the Medicare rate/s and not at the Medicaid rate; and

WHEREAS, in accordance with Article XI Section R, the Parties desire to amend the Agreement to memorialize such changes.

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:

1. **RECITALS.** The parties hereto incorporate the foregoing recitals as a material portion of this Amendment.
2. **AMENDMENT TO ARTICLE I SECTION J "SPECIALTY SERVICES" OF AGREEMENT.** The Agreement shall be amended by inserting the following language to Section J:

"In the event medical care for detainees involve endoscopy and/or colonoscopy such services are to be reimbursed at Medicare rate and not at the Medicaid rate per County Resolution 19-220 (Exhibit A)."
3. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.
4. **DEFINED TERMS.** Any capitalized term or acronym used but not defined herein shall have the meaning ascribed to it under the Agreement.
5. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

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:

Will County, Illinois

By: Michael Kelley 10-21-19
Michael Kelley
Title: Will County Sheriff

Wellpath, LLC

By: Cindy P. Watson
Cindy Watson
Title: President, Local Govt. Health Division

By: Richard C. Schoenstedt
Richard C. Schoenstedt
Title: Chief Judge

**SECOND AMENDMENT TO THE AGREEMENT FOR INMATE HEALTH CARE
SERVICES AT WILL COUNTY, ILLINOIS
(Effective September 1, 2019)**

This Second Amendment, effective September 1, 2019 (this "Amendment"), to the Agreement for Inmate Health Care Services, dated on February 1, 2017, as amended (the "Agreement"), is by and between Wellpath LLC, f/k/a Correct Care Solutions, LLC or "CCS" ("Wellpath") and the Sheriff of Will County and the Chief Judge of the 12th Judicial Circuit, (Collectively the "County").

WHEREAS, the County has passed Resolution 19-220 (Exhibit A) allowing Wellpath to allow endoscopy and/or colonoscopy medical care for detainees to be reimbursed at the Medicare rate/s and not at the Medicaid rate; and

WHEREAS, in accordance with Article XI Section R, the Parties desire to amend the Agreement to memorialize such changes.

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:

1. **RECITALS.** The parties hereto incorporate the foregoing recitals as a material portion of this Amendment.
2. **AMENDMENT TO ARTICLE I SECTION J "SPECIALTY SERVICES" OF AGREEMENT.** The Agreement shall be amended by inserting the following language to Section J:

"In the event medical care for detainees involve endoscopy and/or colonoscopy such services are to be reimbursed at Medicare rate and not at the Medicaid rate per County Resolution 19-220 (Exhibit A)."

3. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.
4. **DEFINED TERMS.** Any capitalized term or acronym used but not defined herein shall have the meaning ascribed to it under the Agreement.
5. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

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:

Will County, Illinois

Wellpath, LLC

By: Michael Kelley 10-21-19
Michael Kelley
Title: Will County Sheriff

By: Cindy P. Watson
Cindy Watson
Title: President, Local Govt. Health Division

By: Richard C. Schoenstedt
Richard C. Schoenstedt
Title: Chief Judge