RESOLVED, by the County board of Fayette County, that $500,720.00 is appropriated from the Motor Fuel Tax allotment for the maintenance on county or State highways and meeting the requirements of the Illinois Highway Code, and be it further

RESOLVED, that maintenance sections or patrols be maintained under the provision of said Illinois Highway Code beginning January 1, 2017 and ending December 31, 2017, and be it further

RESOLVED, that the County Engineer/County Superintendent of Highways shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in funds authorized for expenditure by said Department under this appropriation, and be it further

RESOLVED, that the County Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

STATE OF ILLINOIS

Fayette County, ss.

I. Vicky L. Conder County Clerk, in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

Fayette County, at its regular monthly meeting held at Vandalia, Illinois on November 10, 2016

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Vandalia, Illinois in said County, this 10th day of November A.D. 2016

(SEAL)

County Clerk

Approved

______________________________
Regional Engineer
Department of Transportation

Date
COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER  2016–11–10–B

AN ORDINANCE APPROVING THE CONTRACT OF
REPUBLIC SERVICES FOR SANITATION SERVICES

ADOPTED BY THE FAYETTE COUNTY BOARD
OF THE COUNTY OF FAYETTE, ILLINOIS

THIS 10th DAY OF NOVEMBER, 2016

PUBLISHED BY THE AUTHORITY OF
THE COUNTY BOARD OF FAYETTE COUNTY
THIS DAY OF NOVEMBER, 2016
ORDINANCE NO. 2016-11-10-B

AN ORDINANCE APPROVING THE CONTRACT OF REPUBLIC SERVICES FOR SANITATION SERVICES

WHEREAS, Fayette County, Illinois (the "County"), has heretofore been duly organized and is now operating as a county under the provisions of the Illinois Counties Code, and all laws amending and supplementary thereto (the "Code"); and

WHEREAS, the Fayette County Sheriff’s Department has requested bids for sanitation services to have a dumpster emptied twice a week, and has received three bids

WHEREAS, the lowest bid is from Republic Services for the amount of $110.00 per month; and

WHEREAS, it is in the best interests of the County to approve the attached contract with Republic Services.

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF FAYETTE COUNTY, ILLINOIS:

SECTION 1. INCORPORATION OF PREAMBLES.

The County hereby finds that the recitals contained in the preambles to this Ordinance are true and correct and does incorporate them into this Ordinance by the reference.

SECTION 2. APPROVAL OF RECOMMENDATION.

The County hereby approves the Contract of Republic Services for Sanitation Services.

SECTION 3. AUTHORIZATION TO OFFICERS.

The County Board Chairman is authorized, empowered and directed to execute the Contract in the name of the County. The County Clerk is hereby authorized empowered and directed to attest the signature of the County Board Chairman on such Contract. Upon passage and signing of this Ordinance and the Contract, the County Clerk shall file a certified copy of such executed documents.
SECTION 4. AUTHORIZATION TO OTHERS. All Officers, Employees and Agents of the County are hereby authorized, empowered, and directed to take any and all actions necessary, appropriate or convenient to effectuate the purposes of this Ordinance and complete the execution of the Contract.

SECTION 5. SEVERABILITY.

If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 6. REPEALER.

All ordinances, resolutions, or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

ADOPTED by the County Board of the Fayette County, Illinois on the __th___ day of November, 2016, upon yea and nay vote as follows:

JEAN B. FINLEY  YEA
JACOB HARRIS   YEA
JOHN C. DANIELS, JR. YEA
GLEN W. DANIELS YEA
JOHN BLYTHE    YEA
DEAN J. BERNHARDT YEA
JEFFREY E. BECKMAN YEA
KEITH COLE     YEA
DARRELL SCHAAL YEA
JOE E. KELLY   YEA
GLENN GURTNER YEA
TROY L. PATTILLO ABSENT
WADE WILHOUR  YEA
CHAD AUSTIN   YEA
APPROVED by the Chairman of the Fayette County Board, Illinois on the 10th day of November, 2016.

Jeffrey Beckman, Chairperson
Fayette County Board, Illinois

ATTEST:

Vicky L. Conder
Fayette County Clerk

(SEAL)
PROPOSAL

10/10/2016

Chris Smith
FAYETTE COUNTY SHERIFFS DEPT
221 S 7TH ST
VANDALIA, IL 62471

FAYETTE COUNTY SHERIFFS DEPT:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 618-656-6883. It's that easy.

<table>
<thead>
<tr>
<th>Service Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>SMALL CONTAINERS</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Price Adjustment</th>
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</thead>
<tbody>
<tr>
<td>Equipment Qty/Type/Size: 1 - 6.0 yard Container</td>
</tr>
<tr>
<td>Frequency: 2/week</td>
</tr>
<tr>
<td>Material Type: Solid Waste</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Estimated Monthly Amount *</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small Container Base Rates</td>
</tr>
<tr>
<td>Total Estimated Amount</td>
</tr>
</tbody>
</table>

Bernita Wooley
Republic Services
618-781-0284
DWOoley@republicservices.com
www.republicservices.com

* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.

** FRF, ERF & ADMIN: The Fuel Recovery Fee (FRF) is a variable charge that changes monthly. For more information on the FRF, Environmental Recovery Fee (ERF) and Administrative Fee, please visit the links available on the Bill Pay page of our website, www.republicservices.com. The proposed rates above are valid for 60 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.
## Terms and Conditions

<table>
<thead>
<tr>
<th>Date of Agreement</th>
<th>Term of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/01/2023</td>
<td>1 Year</td>
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### Customer Information

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Agreement Number</th>
</tr>
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<tbody>
<tr>
<td>350-8001175</td>
<td>A19129391</td>
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### Reference Number

<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>6195-222-1471</td>
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</tbody>
</table>

---

### Waste Management

To ensure compliance with local waste management regulations, Republic Services collects and manages waste for your convenience. Please follow the guidelines provided for proper waste disposal.

---

### Contact Information

For any questions or concerns, please contact our customer service department.

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### Site Location

1. Fayette County Sheriff's Dept.

---

### Invoice To

Customer Site Location: Fayette County Sheriff's Dept.
PAYMENT. Customer shall pay Company for the services and equipment furnished by Company at the rates provided in this Agreement. Customer shall pay all taxes, fees and other governmental charges assessed against or passed through to Company (other than income or real property taxes). Customer shall pay such fees as the Company may impose from time to time by notice to Customer (including, by way of example only, late payment fees, administrative fees and environmental fees), with Company to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Customer shall pay Company: (a) a fee of $50 (which Company may increase from time to time by notice to Customer) for each check submitted by Customer that is an insufficient funds check or is returned or dishonored; and (b) fuel/environmental recovery fees in the amount shown on each of Company’s invoices, which amount Company may increase or decrease from time to time by showing the amount on the invoice. Customer shall pay Company within 20 days after the date of Company’s invoice. At any time after Company becomes concerned about Customer’s creditworthiness or after Customer has made any late payment, Company may request, and if requested Customer shall pay, a deposit in an amount equal to one month’s charges under this Agreement.

RATES ADJUSTMENTS. Company may, from time to time by notice to Customer, increase the rates provided in this Agreement to adjust for any increase in: (a) disposal costs; (b) transportation costs due to a change in location of Customer or the disposal or recycling facility used by Company; (c) the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services), U.S. City Average; (d) the average weight per cubic yard of Customer’s Waste Materials above the number of pounds per cubic yard upon which the rates provided in this Agreement are based as indicated on the cover page of this Agreement; (e) recycling sorting, processing and related costs; (f) costs related to Customer’s failure to separate Recyclable Materials from other Waste Materials, the contamination of the Recyclable Materials, or other decreases in the value of the Recyclable Materials; or (g) Company’s costs due to changes in Applicable Laws. Company may increase rates for reasons other than those set forth above with Customer’s consent, which may be evidenced verbally, in writing or by the parties’ actions and practices.

SERVICE CHANGES. The parties may change the type, size or amount of equipment, the frequency of service, and correspondingly the rates by agreement of the parties, which may be evidenced verbally, in writing or by the parties’ actions and practices. This Agreement shall apply to any change of location of Customer within the area in which Company provides collection and disposal services.

RECYCLABLE MATERIALS. This section applies in the event Company has expressly agreed to remove and transport Recyclable Materials (material that Company determines can be recycled typically including, without limitation, aluminum cans (UBC – Used Beverage Containers), cardboard (free of wax), ferrous metal cans, mixed office paper, newspaper and plastics containers) to a material recovery facility, recycling center or similar facility. Customer agrees that Company in its sole discretion may determine any single load is contaminated and may refuse to collect it or may charge Customer for any additional costs, including (but not limited to) sorting, processing, transportation and disposal costs. Customer shall comply with all Applicable Laws regarding the separation of solid waste from Recyclable Materials and use of its best efforts to not place items in the container that may result in the decrease in the value of Recyclable Materials or make the Recyclable Materials unsuitable for recycling.

RESPONSIBILITY FOR EQUIPMENT; ACCESS. Any equipment Company furnishes shall remain Company’s property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company’s handling of the equipment). Customer shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY FROM AND AGAINST ALL LOSSES ARISING FROM ANY INJURY OR DEATH TO PERSONS OR LOSS OR DAMAGE TO PROPERTY (INCLUDING THE EQUIPMENT) ARISING OUT OF CUSTOMER’S USE, OPERATION OR POSSESSION OF THE EQUIPMENT. Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer’s failure to provide access.

DAMAGE TO PAVEMENT. Company shall not be responsible for any damages to Customer’s pavement, curbing or other driving surfaces resulting from Company providing service at Customer’s location.

SUSPENSION. If any amount due from Customer is not paid within 60 days after the date of Company’s invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste Materials until Customer has paid such amount to Company. If Company suspends service, Company shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

TERMINATION. In addition to its above suspension rights, Company may terminate this Agreement immediately by written notice to Customer if (a) Customer breaches this Agreement and fails to cure such breach within 10 days after Company gives written notice of such breach. Company’s failure to suspend service or terminate this Agreement when Customer fails to timely pay or otherwise breaches this Agreement shall not constitute a waiver of Company’s right to suspend service or terminate this Agreement for any future failure to pay or other breach.

PAYMENT UPON TERMINATION. If Customer terminates this Agreement before its expiration other than as a result of a breach by Company, or if Company terminates this Agreement as a result of a breach by Customer (including non-payment), Customer shall pay Company an amount equal to the most recent month’s monthly charges multiplied by the lesser of (a) six months and (b) the number of months remaining in the term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

ASSIGNMENT. Customer shall not assign this Agreement without Company’s prior written consent, which Company shall not unreasonably withhold. Company may assign this Agreement without Customer’s consent.

EXCUSED PERFORMANCE. Except for Customer’s obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party’s reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement.

ATTORNEYS’ FEES. If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys’ fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.

MISCELLANEOUS. If service to Customer includes Container Refresh, Customer is limited to requesting one exchange of each participating container every twelve months of paid enrollment; any additional exchange is subject to Company’s standard container exchange fee. Customer agrees that during any enrollment year in which Customer receives an exchange under the program, any service change request by Customer to cancel Container Refresh will not be effective until Customer completes payment for twelve (12) consecutive months of enrollment in the program. Company reserves the right, in its sole discretion, to suspend or cancel the Container Refresh program. This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Agreement. Company shall have no confidentiality obligation with respect to any Waste Materials. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted assigns. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

CUSTOMER’S INITIAL: __________________________ DATE: _______________
COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2016-11-10-C

AN ORDINANCE APPROVING THE AGREEMENT FOR INMATE HEALTH CARE SERVICES AT FAYETTE COUNTY, ILLINOIS

ADOPTED BY THE FAYETTE COUNTY BOARD OF THE COUNTY OF FAYETTE, ILLINOIS
THIS _______ 10th _______ DAY OF NOVEMBER, 2016

PUBLISHED BY THE AUTHORITY OF THE COUNTY BOARD OF FAYETTE COUNTY
THIS ___________________ DAY OF NOVEMBER, 2016
ORDINANCE NO. 2016-11-10-C

AN ORDINANCE APPROVING THE AGREEMENT FOR INMATE HEALTH CARE SERVICES AT FAYETTE COUNTY, ILLINOIS

WHEREAS, Fayette County, Illinois (the "County"), has heretofore been duly organized and is now operating as a county under the provisions of the Illinois Counties Code, and all laws amendatory thereof and supplementary thereto (the "Code"); and

WHEREAS, the Fayette County Sheriff’s Office has reviewed and requested approval from the County Board of the attached Agreement for Inmate Health Care Services at Fayette County, Illinois (attached hereto as Exhibit A); and,

WHEREAS, the said Agreement is between Correct Care Solutions, LLC ("CCS") and the Fayette County Sheriff’s Office for the administration of Inmate Health Care Services at the Fayette County Jail; and,

WHEREAS, that said contract is for the purpose of providing healthcare services to the inmates at the Fayette County Jail and that the contract price of Seventy two thousand seven hundred eleven and seventy-two cents ($72,711.72) will be paid out of the County Clerk’s budget; and

WHEREAS, it is in the best interests of the County to approve the attached contract.

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF FAYETTE COUNTY, ILLINOIS:

SECTION 1. INCORPORATION OF PREAMBLES.

The County hereby finds that the recitals contained in the preambles to this Ordinance are true and correct and does incorporate them into this Ordinance by the reference.

SECTION 2. APPROVAL OF RECOMMENDATION.

The County hereby approves the Agreement for Inmate Health Care Services at Fayette County, Illinois (attached hereto).
SECTION 3. AUTHORIZATION TO OFFICERS.

The County Board Chairman is authorized, empowered and directed to execute the Contract in the name of the County. The County Clerk is hereby authorized empowered and directed to attest the signature of the County Board Chairman on such Contract. Upon passage and signing of this Ordinance and the Contract, the County Clerk shall file a certified copy of such executed documents.

SECTION 4. AUTHORIZATION TO OTHERS. All Officers, Employees and Agents of the County are hereby authorized, empowered, and directed to take any and all actions necessary, appropriate or convenient to effectuate the purposes of this Ordinance and complete the execution of the Contract.

SECTION 5. SEVERABILITY.

If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 6. REPEALER.

All ordinances, resolutions, or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

ADOPTED by the County Board of the Fayette County, Illinois on the 10th day of November, 2016, upon yea and nay vote as follows:

JEAN B. FINLEY
JACOB HARRIS
JOHN C. DANIELS, JR.
GLEN W. DANIELS
JOHN BLYTHE
DEAN J. BERNHARDT
JEFFREY E. BECKMAN
KEITH COLE

YEA
<table>
<thead>
<tr>
<th>Name</th>
<th>Vote</th>
</tr>
</thead>
<tbody>
<tr>
<td>DARRELL SCHAAAL</td>
<td>YEA</td>
</tr>
<tr>
<td>JOE E. KELLY</td>
<td>YEA</td>
</tr>
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<td>GLENN GURTNER</td>
<td>YEA</td>
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<td>TROY L. PATTILLO</td>
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<td>WADE WILHOUR</td>
<td>YEA</td>
</tr>
<tr>
<td>CHAD AUSTIN</td>
<td>NAY</td>
</tr>
</tbody>
</table>

APPROVED by the Chairman of the Fayette County Board, Illinois on the 10th day of November, 2016.

Jeffrey Beckman, Chairperson
Fayette County Board, Illinois

ATTEST:

Vicky Conder
Fayette County Clerk
AGREEMENT FOR INMATE HEALTH CARE SERVICES
AT FAYETTE COUNTY, ILLINOIS
Effective December 1, 2016 through November 30, 2017

This Agreement for Inmate Health Care Services (hereinafter, the “AGREEMENT”) entered into by and between the County of Fayette, a political subdivision in the State of Illinois (hereinafter, the “COUNTY”), acting by and through its elected SHERIFF and Correct Care Solutions, LLC, (hereinafter (“CCS”)) a Kansas Limited Liability Company.

RECITALS

WHEREAS, the COUNTY and the duly elected Sheriff (hereinafter the "SHERIFF") are charged by law with the responsibility for administering, managing, and supervising the health care delivery system of the Fayette County Jail, located at 221 South Seventh Street, Vandalia, Illinois (hereinafter, “JAIL”); and

WHEREAS, the objective of the COUNTY is to provide for the delivery of quality health care to the INMATES and DETAINEEs of the JAIL (hereinafter, "JAIL POPULATION"), in accordance with applicable law; and

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

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

DEFINITIONS

CONTRACT YEAR – The initial, and any successive, twelve (12) month period beginning with the effective date of the AGREEMENT.

COUNTY INMATES/DETAINEEs – An INMATE/DETAINEE held under the jurisdiction of the COUNTY or SHERIFF. COUNTY INMATES/DETAINEEs may be housed in the JAIL or in another jurisdiction’s correctional facility. However, COUNTY INMATES/DETAINEEs housed in another jurisdiction are not covered by the provisions of this AGREEMENT unless CCS administers health care services at the other jurisdiction’s facility and is specifically set forth below.

COVERED PERSONS – An INMATE/DETAINEE of the JAIL who is: (1) part of the JAIL’s MADP; and (2) FIT FOR CONFINEMENT; and (3)(a) incarcerated in the JAIL; or (b) on work release status and is indigent. NOTE: COVERED PERSONS include OTHER COUNTY INMATES/DETAINEEs for purposes of delivery of basic health care services, however, the cost of certain services provided to OTHER COUNTY INMATES/DETAINEEs are borne by the COUNTY as set forth in Section 5.0.

DETAINEE – An adult or juvenile individual whose sentence has not yet been adjudicated and is held as a pre-trial detainee or other individual held in lawful custody.

FIT FOR CONFINEMENT – A determination made by a CCS authorized physician and/or health-trained JAIL staff 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.
HEALTH CARE STAFF – Medical, mental health and support staff provided or administered by CCS.

CCS CHIEF CLINICAL OFFICER – CCS’s Chief physician who is vested with certain decision making duties under this AGREEMENT.

INMATE – An adult or juvenile individual who is being incarcerated for the term of their adjudicated sentence.

MONTHLY AVERAGE DAILY POPULATION (MADP) – The average number of INMATES/DETAINEES housed in the 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.


OTHER COUNTY INMATE/DETAINEE – An INMATE/DETAINEE under the jurisdiction of another county, state or federal agency, who is being housed in the JAIL.

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

1.0 SCOPE OF SERVICES. CCS shall administer health care services and related administrative services at the JAIL according to the terms and provisions of this AGREEMENT. The costs of the various health care services shall be borne by CCS or the COUNTY as set forth in this Article.

1.1 GENERAL HEALTH CARE SERVICES. CCS will arrange and bear the cost of the following health care services:

1.1.1 HEALTH ASSESSMENT. A health assessment of a COVERED PERSON shall be performed as soon as possible, but no later than fourteen (14) calendar days after the INMATE/DETAINEE’s arrival at the JAIL. The health assessment shall follow current NCCHC guidelines.

1.1.2 SCHEDULED SICK CALL. A qualified healthcare professional shall conduct sick calls for COVERED PERSONS on a timely basis and in a clinical setting. A physician will be available to see COVERED PERSONS at least once per week.

1.2 AMBULANCE SERVICE. CCS shall arrange and bear the cost of emergency ambulance services for COVERED PERSONS. Costs under this Section shall be included in the CAP AMOUNT listed in Section 1.19.
1.3 BODY CAVITY SEARCHES/COLLECTION OF PHYSICAL EVIDENCE - The HEALTH CARE STAFF will not perform body cavity searches, nor collect physical evidence (blood, hair, semen, saliva, etc.), except within guidelines established by the NCCHC. If HEALTH CARE STAFF collect physical evidence, the COUNTY shall be responsible for arranging any testing and bear the cost of collection and testing the collected evidence and any associated staffing costs for HEALTH CARE STAFF to provide court related testimony. After collecting evidence, the HEALTH CARE STAFF shall turn the specimen over to the Sheriff or a court-designated representative for completion of chain-of-custody evidence.

1.4 DENTAL – EMERGENCY DENTAL ONLY. CCS shall arrange and bear the cost of emergency dental services only if CCS's CHIEF CLINICAL OFFICER or designee determines that dental care is medically necessary. In the event that the JAIL POPULATION requires any other dental services, the COUNTY shall bear the cost. Costs for offsite dental services shall be included in the CAP AMOUNT listed in Section 1.19.

1.5 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's CHIEF CLINICAL OFFICER or designee, cause the INMATE/DETAINEE'S health to deteriorate or cause harm to the INMATE/DETAINEE'S wellbeing. Decisions concerning elective medical care shall be consistent with the applicable American Medical Association (AMA) Standards.

1.6 HOSPITALIZATION. CCS shall arrange and bear the cost of any hospitalization services for a COVERED PERSON who, in the opinion of the treating physician and/or CCS's CHIEF CLINICAL OFFICER or designee requires hospitalization. Costs for hospitalization services shall be included in the CAP AMOUNT listed in Section 1.19.

1.7 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 of a long term care facility, the COUNTY shall bear the cost.

1.8 MEDICAL EQUIPMENT OVER $100. In the event that the Parties mutually agree that medical equipment in excess of $100 per unit cost is required to assist in providing health care services to COVERED PERSONS under this AGREEMENT, the COUNTY shall bear the cost of such equipment.

1.9 MEDICAL SUPPLIES/EQUIPMENT OF $100 OR LESS. 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 $100 or less, but does not include office and paper supplies. Costs for medical supplies/equipment shall be included in the CAP AMOUNT listed in section 1.19.

1.10 MEDICAL WASTE – NOT COVERED. CCS shall not be responsible for the provision or cost of any medical waste services. In the event that removal of medical waste is required for the JAIL, the COUNTY shall bear the cost. The COUNTY shall bear all responsibility for compliance with OSHA and any state and federal regulations with respect to medical waste.
1.11 MENTAL HEALTH CARE. CCS shall arrange and bear the cost of on-site mental health care services for COVERED PERSONS which shall include intake, evaluations, referrals, crisis management, suicide intervention, one on one consultation, basic community linkage and continuity of care. CCS shall not be responsible for the provision or cost of any off-site or inpatient mental health services. The COUNTY shall be responsible for the provision and cost of off-site or inpatient mental health services for the JAIL POPULATION.

1.12 OFFICE EQUIPMENT – NOT COVERED. CCS shall be not be responsible for the provision or cost of any office equipment. The COUNTY shall be responsible for providing office equipment, such as copier, fax and phone service required for the administrative operation of the medical unit.

1.13 OFFICE SUPPLIES. CCS shall be responsible for providing office supplies such as books, medical record folders, and forms as required for the administrative operations of the medical unit.

1.14 PATHOLOGY/RADIOLOGY SERVICES. CCS shall arrange and bear the cost of all pathology and radiology services (also referred to as laboratory and x-ray services) ordered by a CCS physician for COVERED PERSONS. CCS shall arrange for on-site pathology and radiology services to the extent reasonably possible. To the extent pathology and radiology services are required and cannot be rendered on-site, CCS shall make appropriate off-site arrangements for rendering pathology and radiology care. CCS will arrange and coordinate with the SHERIFF’S Office for any off-site transportation related to pathology or radiology services. Costs for off-site pathology and radiology services shall be included in the CAP AMOUNT listed in Section 1.19.

1.15 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. EXCEPTION: CCS shall only bear the cost of CCS physician approved non-prescription over-the-counter medication issued to COVERED PERSONS from OTHER COUNTIES and the COUNTY shall bear the cost of all prescription medications issued to COVERED PERSONS from OTHER COUNTIES. Costs for medications shall be included in the CAP AMOUNT listed in Section 1.19 and costs for medications listed in paragraph 1.15.2 up to the aggregate limit in that paragraph shall also be included in the CAP AMOUNT listed in section 1.19.

1.15.1 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.

1.15.2 LIMITS. CCS shall bear the cost of prescription medication related to the treatment of Acquired Immuno-deficiency Syndrome ("AIDS"), Human Immuno-deficiency Virus ("HIV"), Hepatitis C, organ transplants and neuromuscular disease, and Biological medications up to One Thousand Two Hundred Dollars ($1,200.00) per CONTRACT YEAR in the aggregate, to be pro-rated for any partial CONTRACT YEARS. Medications related to the treatment of AIDS, HIV, Hepatitis C, organ transplants and neuromuscular disease, and Biological medications shall be defined in accordance with the Physician's Desk Reference. When the aggregate amount in this paragraph is 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 aggregate amount in this Paragraph will be periodically reconciled with the COUNTY pursuant to paragraph 8.1.2.

1.15.3 PSYCHOTROPIC MEDICATIONS – NOT COVERED. In the event that any psychotropic medications are required for the JAIL POPULATION, the COUNTY shall bear the cost.

1.16 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. Off-site health care services for any pregnant COVERED PERSON shall be in accordance with SPECIALTY SERVICES as set forth herein in paragraph 1.17.

1.17 SPECIALTY SERVICES. In the event it is determined that a COVERED PERSON requires SPECIALTY SERVICES, CCS shall arrange and bear the cost of specialty services. CCS’s authorized physician will make such determination and refer COVERED PERSONS for SPECIALTY SERVICES when, in the physician’s professional opinion, it is deemed medically necessary. CCS’s authorized personnel will make the recommendation and obtain approval from the SHERIFF’S office for SPECIALTY SERVICES prior to making arrangements for specialty services. CCS shall arrange on-site SPECIALTY SERVICES to the extent reasonably possible. To the extent SPECIALTY SERVICES are required and cannot be rendered on-site, CCS shall make appropriate off-site arrangements for rendering off-site care. In the event that SPECIALTY SERVICES are rendered off-site but do not require hospitalization, CCS will arrange and bear the cost only if the CCS’s CHIEF CLINICAL OFFICER or designee approves off-site SPECIALTY SERVICES. Costs for off-site SPECIALTY SERVICES shall be included in the CAP AMOUNT listed in Section 1.19.

1.18 VISION CARE - NOT COVERED. CCS shall not be responsible for the provision of eyeglasses or any other vision services other than care for eye injuries or diseases. In the event that any COVERED PERSON requires vision services, including an ophthalmologist’s services, the COUNTY shall bear the cost of such vision or eye care services.

1.19 FINANCIAL LIMITATIONS. CCS’s maximum liability for costs associated with the provision of off-site medical or other healthcare services which include, but are not limited to, the services in Paragraphs 1.2, 1.4, 1.6, 1.9, 1.14, 1.15 and 1.17 shall be Eight Thousand Five Hundred Dollars ($8,500.00) in the aggregate per CONTRACT YEAR, to be pro-rated for any partial contract years (the “CAP AMOUNT”). 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 AMOUNT shall be the responsibility of the COUNTY. When the CAP AMOUNT for the CONTRACT YEAR is 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 AMOUNT will be periodically reconciled with the COUNTY pursuant to Paragraph 8.1.2.

1.19.1 CCS, in consultation with the SHERIFF or designee, will ensure that payments for costs associated with the provision of off-site medical or other health care
services referred to third party providers will be in accordance with Chapter 730, Section 125/17, Illinois Compiled Statutes. CCS shall not in any event be liable or responsible for any charges or costs denied pursuant to Chapter 730, Section 125/17, Illinois Compiled Statutes.

1.19.2 COUNTY REBATE. Should the costs associated with the provision of healthcare services listed above not exceed the CAP AMOUNT for the CONTRACT YEAR, CCS shall reimburse the COUNTY at a rate of One Hundred Percent (100%) of the difference between the actual cost to CCS for these services and the CAP AMOUNT. This rebate shall be net of any other reconciliation amounts due to CCS under this AGREEMENT. The rebate will be calculated three months after the end of the CONTRACT YEAR to allow for processing of claims incurred during the CONTRACT YEAR. Any claims from the prior CONTRACT YEAR services received and paid after this three month period will be calculated in the subsequent CONTRACT YEAR CAP AMOUNT.

**ARTICLE II**

**HEALTH CARE STAFF**

2.0 STAFFING HOURS. CCS shall provide or arrange for the provision of HEALTH CARE STAFF necessary to render the health care services contemplated in Article I as set forth below:

2.0.1 A total of 10 hours per week of Licensed Practical Nurse services to be assigned by CCS.

2.0.2 Up to 1 hour per week of Physician services to be assigned by CCS.

2.0.3 Up to 2 hours per week of Mental Health Professional services to be assigned by CCS.

2.0.4 Additional hours may be provided if mutually agreed upon by both parties in writing, with at least 24 hours advanced notice.

2.0.5 CCS shall provide or arrange for the provision of an on-call physician and/or nurse available by telephone or pager, 24 hours per day and 7 days per week.

2.0.6 Said hours may be re-allocated and subject to change as determined by mutual agreement of the SHERIFF and CCS, but shall in all respects be consistent with the medical recommendations of CCS’s licensed physician.

2.0.7 CCS shall make reasonable efforts to supply the staffing levels contained in this section, however, failure to continuously supply all of the required staffing due to labor market demands or other factors outside the control of CCS, after such reasonable efforts have been made, shall not constitute a breach of this AGREEMENT.

2.1 STAFFING LEVELS WAIVER. Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased INMATE/DETAINEE population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be waived as agreed to by the COUNTY and CCS.

2.2 STAFFING CHANGES. CCS shall not change members of the HEALTH CARE STAFF without prior notice to the SHERIFF.
2.3 STAFF SCREENING. The COUNTY and SHERIFF shall screen CCS’s proposed HEALTH CARE STAFF, employees, agents and/or subcontractors providing services at the JAIL to ensure they do not constitute a security risk. The SHERIFF shall have final approval of CCS’s HEALTH CARE STAFF, employees, agents and/or subcontractors in regards to security/background clearance.

2.4 SATISFACTION WITH HEALTH CARE STAFF. In recognition of the sensitive nature of correctional facility operations, if the COUNTY becomes dissatisfied with any member of the HEALTH CARE STAFF, the SHERIFF shall provide CCS written notice of such dissatisfaction and the reasons therefore. Following receipt of such notice, CCS shall use commercially reasonable efforts to resolve the dissatisfaction. If the problem is not resolved to the satisfaction of the SHERIFF within ten (10) business days following CCS’s receipt of the notice, CCS shall remove the individual providing services at the JAIL within a reasonable time frame considering the effects of such removal on CCS’s ability to deliver health care services and recruitment/hiring of an acceptable replacement. The SHERIFF reserves the right to revoke the security clearance of any HEALTH CARE STAFF at any time.

ARTICLE III
ADMINISTRATIVE SERVICES

3.0 UTILIZATION MANAGEMENT. CCS shall provide utilization management services and administer medical claims processing for offsite medical services administered by CCS, as set forth in Article I, on behalf of the COUNTY. CCS will follow applicable state laws and make reasonable efforts to obtain provider discounts and will keep the COUNTY and/or SHERIFF apprised of its utilization management practices.

3.1 HEALTH AND MENTAL HEALTH EDUCATION AND TRAINING. CCS shall conduct an ongoing health and mental health education and training program for the COUNTY Deputies and Jailers in accordance with the needs mutually established by the COUNTY and CCS.

3.2 QUARTERLY REPORTS. As requested by the SHERIFF, CCS shall submit quarterly health care reports concerning the overall operation of the health care services program rendered pursuant to this AGREEMENT and the general health of the JAIL POPULATION.

3.3 QUARTERLY MEETINGS. As requested by the SHERIFF, CCS shall meet quarterly, or as soon thereafter as possible, with the SHERIFF, or designee, concerning health care services within the JAIL and any proposed changes in health-related procedures or other matters, which both parties deem necessary.

3.4 MEDICAL RECORDS MANAGEMENT. CCS shall provide the following medical records management services:

3.4.1 MEDICAL RECORDS. CCS HEALTH CARE STAFF shall maintain, cause or require the maintenance of complete and accurate medical records for COVERED PERSONS who have received health care services. Medical records shall be kept separate from COVERED PERSON’S confinement records. A complete copy of the individual medical record shall be available to accompany each COVERED PERSON who is transferred from the JAIL to another location for off-site services or transferred to another institution. CCS will keep medical records confidential and shall not release any information contained in any medical record except as required by published JAIL policies, by a court
order or by applicable law. Upon termination of this AGREEMENT, all medical records shall be delivered to and remain with the SHERIFF, as property of the SHERIFF’s office.

3.4.2 COMPLIANCE WITH LAWS. Each medical record shall be maintained in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and any other applicable state or federal privacy statute or regulation.

3.4.3 RECORDS AVAILABILITY. As needed to administer the terms of this AGREEMENT, CCS shall make available to the SHERIFF or COUNTY, unless otherwise specifically prohibited, at the SHERIFF’s or COUNTY’s request, all records, documents and other papers relating to the direct delivery of health care services to the JAIL POPULATION hereunder.

ARTICLE IV
PERSONS COVERED UNDER THIS AGREEMENT

4.0 GENERAL. Except as otherwise provided in this AGREEMENT, CCS shall only be required to arrange for health care services under this AGREEMENT to be provided to COVERED PERSONS.

4.1 EMERGENCY MEDICAL CARE FOR 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.

4.2 RELEASE FROM CUSTODY. The COUNTY acknowledges and agrees that CCS is responsible for the payment of costs associated with services rendered to COVERED PERSONS as set forth in this AGREEMENT only when such persons remain in the custody of, or under the jurisdiction of, the 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 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 OR PARTIALLY COVERED UNDER THIS AGREEMENT

5.0 OTHER COUNTY INMATES/DETAINEES. CCS shall only be responsible for arranging health assessments, sick call, over-the-counter medications, and medical supplies services for OTHER COUNTY INMATES/DETAINEES. The cost of all prescription medication and all other health care expenses shall be paid by the agency responsible for the OTHER COUNTY INMATE/DETAINEE, including those services listed in Article I of this AGREEMENT and all other medically-related expenses associated with OTHER COUNTY INMATES/DETAINEES.

5.1 COUNTY INMATES/DETAINEES HOUSED IN OTHER JURISDICTIONS OR OUTSIDE THE JAIL. CCS shall not be responsible for arranging the medical care or treatment for COUNTY INMATES/DETAINEES housed in other counties or jurisdictions. The COUNTY or SHERIFF or other agency with legal responsibility for the medical care of such persons shall be responsible for all medical expenses associated with the care and treatment of COUNTY
INMATES/DETAINEES removed from the JAIL, including, but not limited to the services listed in Article I of this AGREEMENT and any other health care related expenses associated with said INMATES/DETAINEES, unless the INMATE/DETAINEE is housed in a facility where CCS provides INMATE/DETAINEE health care services. CCS shall not be responsible for arranging the medical care or treatment for COUNTY INMATES/DETAINEES housed outside the JAIL (i.e. non-indigent work release INMATES/DETAINEES or INMATES/DETAINEES on home confinement).

5.2 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 is suitably FIT FOR CONFINEMENT.

ARTICLE VI
COST OF SERVICES NOT COVERED UNDER THIS AGREEMENT

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

6.1 SERVICES BEYOND THE SCOPE OF THIS AGREEMENT. Both parties understand and agree that 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 or SHERIFF or their 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 above, CCS shall be responsible for medical costs under this AGREEMENT associated with such an event only if such an event was caused solely by CCS.
ARTICLE VII
COUNTY’S DUTIES AND OBLIGATIONS

7.0 COMPLIANCE WITH HIPAA/STATE HEALTH INFORMATION PRIVACY LAWS. The COUNTY, JAIL, and SHERIFF and their employees, agents and subcontractors shall comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") and any State health information privacy laws, to the extent they are applicable. The COUNTY and the SHERIFF shall implement policies and/or procedures in compliance with such laws.

7.1 COMPREHENSIVE MEDICAL/MENTAL HEALTH CARE. CCS shall identify to the SHERIFF those members of the JAIL POPULATION with medical or mental health conditions which may be worsened as a result of being incarcerated at the JAIL or which may require extensive care while incarcerated. After review of the circumstances, and when security risks permit, the SHERIFF shall make every effort to have such an INMATE/DETAINEE released, transferred or otherwise removed from the correctional setting.

7.2 RECORD ACCESS. During the term of this AGREEMENT, and for a reasonable time following the termination of this AGREEMENT, the SHERIFF shall provide CCS, at CCS’s request, the COUNTY, JAIL and/or SHERIFFS records (including medical records) relating to the provision of health care services to the JAIL POPULATION, including records maintained by hospitals, and other outside health care providers involved in the care or treatment of the JAIL POPULATION (to the extent the COUNTY, JAIL or SHERIFF has control of, or access to, such records). CCS may request such records in connection with the investigation of, or defense of, any claim by a third party related to CCS’s conduct or to prosecute a claim against a third party. Any such information provided by the SHERIFF to CCS that the SHERIFF considers confidential shall be kept confidential by CCS and shall not, except as may be required by law, be distributed to any third party without prior written approval by the SHERIFF.

7.3 USE OF INMATES/DETAINEES IN THE Provision OF HEALTH CARE SERVICES. INMATES/DETAINEES of the JAIL shall not be employed or otherwise engaged or utilized by either CCS or the SHERIFF in rendering any health care services to the JAIL POPULATION, provided however, that INMATES/DETAINEES may be used in positions not involving the rendering of health care services directly to the JAIL POPULATION and not involving access to JAIL POPULATION records in accordance with NCCHC standards.

7.4 SECURITY OF THE JAIL AND CCS. CCS and the COUNTY understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of CCS, as well as for the security of the JAIL POPULATION and SHERIFF’S staff, consistent with a correctional setting. The SHERIFF shall provide security sufficient to enable CCS, its HEALTH CARE STAFF, employees, agents and/or subcontractors to safely provide the health care services described in this AGREEMENT. CCS, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall follow all security procedures of the SHERIFF while at the JAIL or other premises under the SHERIFF’s direction or control. However, any CCS HEALTH CARE STAFF, employee, agent and/or subcontractor may, at any time, refuse to provide any service required under this AGREEMENT if such person reasonably feels that the current safety services are insufficient. CCS shall not be liable for any loss or damages resulting from CCS’s HEALTH CARE STAFF, employees, agents and/or subcontractors failure to provide medical services due to insufficient security services.
7.5 SHERIFF’S POLICIES AND PROCEDURES. CCS, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall operate within the requirements of the COUNTY'S and/or SHERIFF'S posted security Policies and Procedures, which impact the provision of medical services.

7.5.1 A complete set of said Policies and Procedures shall be maintained by the COUNTY and made available for inspection by CCS at the JAIL, and CCS may make a reasonable number of copies of any specific section(s) it wishes using the SHERIFF’S photocopy equipment and paper.

7.5.2 Any Policy or Procedure that may impact the provision of health care services to the JAIL POPULATION which has not been made available to CCS shall not be enforceable against CCS unless otherwise agreed upon by both parties.

7.5.3 Any modification of the posted Policies and Procedures shall be timely provided to CCS. CCS, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall operate within the requirement of a modified Policy or Procedure after such modification has been made available to CCS.

7.5.4 If any of the COUNTY and/or SHERIFF's Policies and Procedures specifically relate to the delivery of medical services, the COUNTY and/or SHERIFF's representative and CCS shall review the COUNTY and/or SHERIFF's Policies and Procedures and modify or remove those provisions that conflict with CCS's Jail Health Care Policies and Procedures.

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

7.7 SECURE TRANSPORTATION. The SHERIFF shall provide security as necessary and appropriate in connection with the transportation of a member of the JAIL POPULATION to and from off-site services including, but not limited to, SPECIALTY SERVICES, hospitalization, pathology and radiology services as requested by CCS. CCS shall coordinate with the SHERIFF’s office for transportation to and from the off-site services provider or hospital.

7.8 OFFICE EQUIPMENT AND SUPPLIES. The SHERIFF shall provide use of COUNTY-owned office equipment, supplies and all necessary utilities (including telephone and fax line service) in place at the JAIL health care facilities except as otherwise set forth in Paragraphs 1.12 and 1.13. At the termination of this AGREEMENT, CCS shall return to the COUNTY possession and control of all COUNTY- owned medical and office equipment. At such time, the office equipment shall be in good working order, reasonable wear and tear excepted.

7.9 NON-MEDICAL CARE OF JAIL POPULATION. It is understood that the SHERIFF shall provide for all the non-medical personal needs and services of the JAIL POPULATION as required by law. CCS shall not be responsible for providing, or liable for failing to provide, non-medical services to the JAIL POPULATION including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services and linen supplies.

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

ARTICLE VIII
COMPENSATION AND ADJUSTMENTS

8.0 ANNUAL AMOUNT/MONTHLY PAYMENTS. The base annual amount to be paid by the COUNTY to CCS under this AGREEMENT is Seventy-Two Thousand Seven Hundred Eleven Dollars and seventy-two cents ($72,711.72) for a period of twelve (12) months. Each monthly payment shall be at Six Thousand Fifty Nine Dollars and thirty-one cents ($6,059.31), prorated for any partial months and subject to any reconciliations as set forth below. The first monthly amount is to be paid to CCS on the 1st day of December, 2016 for services administered in the month of December 2016. 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.

8.1 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:

8.1.1 ADJUSTMENT FOR STAFFING CHANGES. The quarterly reconciliation shall include an adjustment based on staffing hours provided in Paragraph 2.0.1. For each month in the quarter reconciled, if the actual staffing hours exceed those in Paragraph 2.0.1, then the compensation payable to CCS by the COUNTY shall be increased by the difference between hours provided and hour contracted at the current hourly rate.

8.1.2 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 financial limits listed in Paragraphs 1.15.2 and 1.19.

ARTICLE IX
TERM AND TERMINATION

9.0 TERM. The term of this AGREEMENT shall be One (1) year from December 1, 2016 at 12:01 a.m. through November 30, 2017 at 11:59 p.m. This AGREEMENT shall automatically renew for additional one year periods on December 1st of each subsequent year with mutually agreed upon increases, unless this AGREEMENT is terminated or notice of termination is given, as set forth in this Article.

9.0.1 RENEWAL. Upon each subsequent renewal of this AGREEMENT pursuant to Paragraph 9.0, an increase in the annual compensation amount shall be negotiated between the parties. Should the parties reach said agreement after the renewal date, the agreed upon increase shall be retroactive to the date of the renewal. CCS reserves the right to evaluate and recommend staffing increases to be mutually agreed upon by both parties.
9.1 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this AGREEMENT shall be subject to annual appropriations by the BOARD of the COUNTY.

9.1.1 Recognizing that termination for lack of appropriations may entail substantial costs for CCS, the COUNTY and the SHERIFF shall act in good faith and make every effort to give CCS reasonable advance notice of any potential problem with funding or appropriations.

9.1.2 If future funds are not appropriated for this AGREEMENT, and upon exhaustion of existing funding, the COUNTY and SHERIFF may terminate this AGREEMENT without penalty or liability, by providing a minimum of thirty (30) days advance written notice to CCS.

9.2 TERMINATION DUE TO CCS’S OPERATIONS. The COUNTY reserves the right to terminate this AGREEMENT immediately upon written notification to CCS in the event that CCS discontinues or abandons operations, is adjudged bankrupt or is reorganized under any bankruptcy law, or fails to keep in force any required insurance policies. Both parties agree that termination under this provision will be considered without cause.

9.3 TERMINATION FOR CAUSE. The AGREEMENT may be terminated for cause under the following provisions:

9.3.1 TERMINATION BY CCS. Failure of the COUNTY to comply with any provision of this AGREEMENT shall be considered grounds for termination of this AGREEMENT by CCS upon sixty (60) days advance written notice to the COUNTY specifying the termination effective date and identifying the “basis for termination.” The COUNTY shall pay for services rendered up to the date of termination of the AGREEMENT. Upon receipt of the written notice, the COUNTY shall have ten (10) days to provide a written response to CCS. If the COUNTY provides a written response to CCS which provides an adequate explanation for the “basis for termination” and the COUNTY cures the “basis for termination” to the satisfaction of the CCS, the sixty (60) day notice shall become null and void and this AGREEMENT will remain in full force and effect. Termination under this provision shall be without penalty to CCS.

9.3.2 TERMINATION BY COUNTY. Failure of CCS to comply with any provision of this AGREEMENT shall be considered grounds for termination of this AGREEMENT by the SHERIFF or the COUNTY who shall provide sixty (60) days advanced written notice specifying the termination effective date and identifying the “basis for termination.” The COUNTY shall pay for services rendered up to the date of termination of the AGREEMENT. Upon receipt of the written notice CCS shall have ten (10) days to provide a written response to the COUNTY. If CCS provides a written response to the COUNTY which provides an adequate explanation for the “basis of termination,” or cures the “basis for termination” to the satisfaction of the SHERIFF, the sixty (60) day notice shall become null and void and this contract will remain in full force and effect. Termination under this provision shall be without penalty to the SHERIFF or the COUNTY.

9.4 TERMINATION WITHOUT CAUSE. Notwithstanding anything to the contrary contained in this AGREEMENT, the SHERIFF, the COUNTY or CCS may, without prejudice to any other rights it may have, terminate this AGREEMENT for their convenience and without cause by giving ninety (90) days advance written notice to the other party.
9.5 COMPENSATION UPON TERMINATION. If any of the above termination clauses are exercised by any of the parties to this AGREEMENT, the COUNTY shall pay CCS for all services rendered by CCS up to the date of termination of the AGREEMENT regardless of the COUNTY’S failure to appropriate funds.

9.6 PAYMENT OF CAPPED EXPENSES UPON TERMINATION OR EXPIRATION OF AGREEMENT. Upon the termination or expiration of this AGREEMENT, the administration of expenses listed in paragraph 1.19 ("CAPPED EXPENSES") shall be handled as follows:

9.6.1 Upon termination or expiration of this AGREEMENT, CCS shall not be responsible for administration or payment of CAPPED EXPENSES and all invoices received by CCS for CAPPED EXPENSES shall be forwarded to the COUNTY for payment, regardless of whether the CAP AMOUNT for the CONTRACT YEAR has been reached. CCS shall forward to the COUNTY any rebate due pursuant to the terms of paragraph 1.19.2

9.7 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 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

10.0 INSURANCE COVERAGE. CCS shall, at its sole cost and expense, procure and maintain during the term of this AGREEMENT, the following coverage and limits of insurance:

10.0.1 MEDICAL MALPRACTICE/PROFESSIONAL LIABILITY. Medical Malpractice/Professional Liability insurance in an amount not less than $1,000,000 per occurrence and $3,000,000 in the aggregate.

10.0.2 COMPREHENSIVE GENERAL LIABILITY. Comprehensive General Liability insurance in an amount not less than $1,000,000 per occurrence and $3,000,000 in the aggregate.

10.0.3 WORKER’S COMPENSATION. Worker’s Compensation coverage as required by applicable state law.

10.1 ENDORSEMENTS. The Comprehensive General Liability policy shall contain additional endorsements naming the JAIL as an additional insured with respect to liabilities arising out of the performance of services under this AGREEMENT.

10.2 PROOF OF INSURANCE. CCS shall provide the COUNTY proof of professional liability or medical malpractice coverage for CCS’s HEALTH CARE STAFF, employees, agents and subcontractors, for the term services are provided under this AGREEMENT. CCS shall promptly notify the COUNTY, in writing, of each change in coverage, reduction in policy amounts or cancellation of insurance coverage. If CCS fails to provide proof of adequate insurance within a
reasonable time under the circumstances, then the COUNTY shall be entitled to terminate this AGREEMENT without penalty to the COUNTY or the SHERIFF pursuant to the terms of Article IX.

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

10.4 HIPAA. CCS, the COUNTY, JAIL, and SHERIFF 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, JAIL, and SHERIFF and their employees and agents shall indemnify and hold harmless CCS from and against any claims of any kind made as a result of alleged or actual violations of HIPAA by the COUNTY, the SHERIFF and their employees, agents and subcontractors, unless such claims are proven to be caused by the sole negligence or willful misconduct of CCS.

ARTICLE XI  
MISCELLANEOUS

11.0 INDEPENDENT CONTRACTOR STATUS. It is mutually understood and agreed, and it is the intent of the parties hereto that an independent contractor relationship be and is hereby established under the terms and conditions of this AGREEMENT. Nothing in this AGREEMENT shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the COUNTY or the SHERIFF to exercise control or direction over the manner or methods by which CCS, its employees, agents or subcontractors perform hereunder, or CCS to exercise control or direction over the manner or methods by which the COUNTY or the SHERIFF and their employees, agents or subcontractors perform hereunder, other than as provided in this AGREEMENT.

11.1 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.

11.2 AGENCY. For purposes of asserting any statutory rights afforded to the COUNTY or the JAIL
to pay providers for medical services at certain reduced rates, COUNTY and/or SHERIFF
designates CCS as their agent to assert such rights and privileges.

11.3 EQUAL EMPLOYMENT OPPORTUNITY. CCS will not discriminate against any employee or
applicant for employment because of race, color, religion, sex, ancestry, national origin, place of
birth, marital status, sexual orientation, age or handicap unrelated to a bona fide occupational
qualification of the position or because of status as a disabled veteran or Vietnam-Era veteran.
CCS will distribute copies of its commitment not to discriminate to all persons who participate in
recruitment, screening, referral and selection of job applicants, and to prospective job applicants.

11.4 WAIVER OF BREACH. The waiver 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.

11.5 OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES. The parties acknowledge that
CCS is neither bound by or aware of any other existing contracts to which either the SHERIFF or
the COUNTY are 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.

11.6 FORCE MAJEURE. In case performance of any terms or provisions hereof shall be delayed or
prevented because of compliance with any law, decree or order of any governmental agency or
authority of local, State or Federal governments or because of riots, war, terrorism, explosions,
acts of civil or military authority, acts of public enemy, public disturbances, lack of adequate
security escorts, strikes, lockouts, differences with workers, earthquakes, fires, floods, Acts of
God or any other reason whatsoever which is not reasonably within the control of the party whose
performance is interfered with and which, by the exercise of reasonable diligence, said party is
unable to prevent; the party so suffering may, at its option, suspend, without liability, the
performance of its obligations hereunder during the period such cause continues.

11.7 ASSIGNMENT. Except as otherwise provided herein, no party to this AGREEMENT may assign
any of its rights or delegate any of its duties under this Agreement: without the prior written
consent of the other parties; provided however, that CCS may assign its rights or delegate its
duties to an affiliate of CCS, or in connection with the sale of all or substantially all of the stock
assets or business of CCS, without the prior written consent of the other parties. Any
unauthorized attempted assignment shall be null and void and of no force or effect.

11.8 NOTICES. Any notice of termination, requests, demands or other communications under this
AGREEMENT shall be in writing and shall be deemed delivered: (a) when delivered in person to
a representative the parties listed below; (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; or (c) upon confirmation of receipt if sent by facsimile to the fax number of the party listed below:

<table>
<thead>
<tr>
<th>If for CCS:</th>
<th>If for County:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Correct Care Solutions, LLC</td>
<td>Fayette County Jail</td>
</tr>
<tr>
<td>Attn: Chief Legal Officer</td>
<td>Sheriff</td>
</tr>
<tr>
<td>1283 Murfreesboro Road, Suite 500</td>
<td>221 South Seventh Street</td>
</tr>
<tr>
<td>Nashville, TN 37217</td>
<td>Vandalia, IL 62471</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>If for CCS:</th>
<th>If for COUNTY:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(615) 458-3478</td>
<td>(618) 283-5014</td>
</tr>
</tbody>
</table>

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

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

11.10 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 than any resolutions necessary to create such authority have been duly passed and are now in full force and effect.

11.11 SURVIVAL. The following provisions will survive any termination or expiration of the AGREEMENT: 1.15, 1.19, Article VIII, Article IX and Article X.

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

11.13 TITLES OF PARAGRAPHS. Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.

11.14 SEVERABILITY. In the event that any one or more provisions of this AGREEMENT shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this AGREEMENT and this AGREEMENT shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

11.15 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

COUNTY OF FAYETTE, ILLINOIS

________________________________________
Name: _________________________________
Title: _________________________________
Date: _________________________________

CORRECT CARE SOLUTIONS, LLC

________________________________________
Name: Chris Bove
Title: President, Local Detention Division
Date: _________________________________