

**AGREEMENT FOR INMATE HEALTH CARE SERVICES**  
**AT CHAMPAIGN COUNTY, ILLINOIS**  
**Effective September 1, 2010 through August 31, 2012**

This Agreement for Inmate Health Services (hereinafter, the "AGREEMENT") entered into by and between the County of Champaign, a municipality in the State of Illinois, (hereinafter, the "COUNTY") acting by and through its duly elected Board of COUNTY Commissioners, (hereinafter the "BOARD") and SHERIFF (hereinafter, "SHERIFF"), and Health Professionals, Ltd., (hereinafter, "HPL") an Illinois corporation.

**RECITALS**

**WHEREAS**, the COUNTY is charged by law with the responsibility for administering, managing, and supervising the health care delivery system of the Champaign County Correctional Center located at 204 East Main Street and 502 S. Lierman, Urbana, Illinois 61053 (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**, HPL 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 HPL 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 an HPL 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 by HPL.

**HPL CHIEF MEDICAL OFFICER** – HPL’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. Persons in the book-in area who have not yet been remanded to the SHERIFF shall only count as ½ person (.5) each as has been the past practice between the SHERIFF and HPL. The daily count to be used is the one taken in the morning, usually between 6:00 a.m. and 7:00 a.m. JAIL records shall be made available to HPL 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** – The National Commission on Correctional Health Care.

**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 board certified in a specialty such as obstetrics, gynecology, or dermatology or any other specialized field of medicine.

## **ARTICLE I** **HEALTH CARE SERVICES**

1.0 **SCOPE OF SERVICES.** HPL shall administer health care services and related administrative services at the JAIL according to the terms and provisions of this AGREEMENT. HPL will provide utilization management, extend all provider

discounts to the COUNTY and pay these expenses on behalf of the COUNTY. The costs of the various health care services shall be borne by HPL or the COUNTY as set forth in this Article.

- 1.1 GENERAL HEALTH CARE SERVICES. HPL 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 – NOT COVERED. HPL shall not be responsible for the provision or cost of any ambulance services. In the event that ambulance service is required for any reason, the COUNTY shall bear the cost.
- 1.3 BODY CAVITY SEARCHES/COLLECTION OF PHYSICAL EVIDENCE. HPL 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 HPL 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. After collecting evidence, HPL 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 - ORAL SCREENING ONLY. HPL shall arrange and bear the cost of oral screening (as defined by NCCHC guidelines) of all COVERED PERSONS. The COUNTY shall bear the cost of any and all other dental services required by the JAIL POPULATION.
- 1.5 ELECTIVE MEDICAL CARE - NOT COVERED. HPL 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 HPL's CHIEF MEDICAL OFFICER, in consultation with the SHERIFF 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.

- 1.6 HOSPITALIZATION – NOT COVERED. HPL shall not be responsible for the provision or cost of any hospitalization services. In the event that hospitalization is medically necessary for a member of the JAIL POPULATION, the COUNTY shall bear the cost.
- 1.7 LONG TERM CARE – NOT COVERED. HPL shall not be responsible for the provision or cost of any long term care facility services including but not limited to nursing homes, convalescent homes and skilled nursing units. 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 UNDER \$100 – NOT COVERED. HPL shall not be responsible for the provision or cost of any medical supplies (i.e. alcohol prep pads, syringes, etc.) or equipment which has a unit cost of \$100 or less (i.e. thermometers, scales, pulse ox testers, etc.). In the event that medical supplies or equipment are required for the JAIL, the COUNTY shall bear the cost.
- 1.10 MEDICAL WASTE – NOT COVERED. HPL 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. HPL shall arrange and bear the cost of on-site mental health services for COVERED PERSONS which shall include intake, evaluations, referrals, crisis management, suicide intervention, individual therapy, group therapy and basic community linkage,. HPL 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 SUPPLIES AND EQUIPMENT – NOT COVERED. HPL shall not be responsible for the provision or cost of any office supplies or office equipment. The COUNTY shall be responsible for providing office supplies and office equipment, such as copier, fax and phone service required for the administrative operation of the medical unit.
- 1.13 PATHOLOGY/RADIOLOGY SERVICES – NOT COVERED. HPL shall not be responsible for the provision or cost of any pathology or radiology services. In the event that any pathology or radiology services (also referred to as laboratory

and x-ray services) are required for the JAIL POPULATION, the COUNTY shall bear the cost.

1.14 PHARMACY SERVICES. HPL shall provide monitoring of pharmacy usage as well as a Preferred Medication List. Except as provided below, HPL shall bear the cost of all prescription and non-prescription over-the-counter medications prescribed by a duly licensed HPL physician for a COVERED PERSON. EXCEPTION: HPL shall only bear the cost of HPL 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. Upon execution of a Business Associate Agreement HPL shall furnish records to the SHERIFF so that other counties can be billed for the prescription medication costs of their prisoners.

1.14.1 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.

1.14.2 LIMITS. HPL shall bear the cost of prescription medication related to the treatment of Acquired Immune 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, HPL 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 HPL which are over the aggregate amount in this paragraph will be periodically reconciled with the COUNTY pursuant to paragraph 8.1.

1.15 PREGNANT COVERED PERSONS. HPL 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 HPL 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, HPL shall make appropriate arrangements for rendering such care, but the cost of such off-site services shall be borne by the COUNTY.

- 1.16 SPECIALTY SERVICES – NOT COVERED. HPL shall not be responsible for the provision or cost of any SPECIALTY SERVICES. In the event that SPECIALTY SERVICES are medically necessary for the JAIL POPULATION, the COUNTY shall bear the cost.
- 1.17 VISION CARE – NOT COVERED. HPL 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.

**ARTICLE II**  
**HEALTH CARE STAFF**

- 2.0 STAFFING HOURS. HPL shall provide HEALTH CARE STAFF necessary to render the health care services contemplated in Article I as set forth below:
- 2.0.1 A total of 40 hours per week of Healthcare Unit Administrator (Registered Nurse) services to be assigned by HPL.
- 2.0.2 A total of 80 hours per week of Licensed Practical Nurse services to be assigned by HPL.
- 2.0.3 Up to 4 hours per week of Physician services to be assigned by HPL.
- 2.0.4 Up to 2 hours per week of Psychiatrist services to be assigned by HPL.
- 2.0.5 A total of 84 hours per week of Mental Health Professional services to be assigned by HPL.
- 2.0.6 Additional hours may be provided if mutually agreed upon by both parties in writing, with at least 24 hours advanced notice;
- 2.0.7 HPL shall provide an on-call physician and/or nurse available by telephone or pager, 24 hours per day and 7 days per week.
- 2.0.8 HPL shall provide an on-call psychiatrist and/or Mental Health Professional Supervisor available by telephone or pager, 24 hours per day and 7 days per week
- 2.0.9 Said hours may be re-allocated and subject to change as determined by mutual agreement of the SHERIFF and HPL, but shall in all respects be consistent with the medical recommendations of HPL's licensed physician.

- 2.0.10 Days of the week and hours of service shall be mutually agreed and may be modified as mutually agreed, but shall be 7 (seven) days per week from 8:00 a.m., to 8:00 p.m.,
- 2.0.11 The Mental Health Supervisor shall be a Licensed Professional Counselor (LPC), Licensed Clinical Professional Counselor (LCPC) or Licensed Clinical Social Worker (LCSW).
- 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 SHERIFF and HPL.
- 2.2 STAFFING CHANGES. HPL 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 HPL'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 HPL'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 SHERIFF becomes dissatisfied with any member of the HEALTH CARE STAFF, the SHERIFF shall provide HPL written notice of such dissatisfaction and the reasons therefore. Following receipt of such notice, HPL 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 HPL's receipt of the notice, HPL shall remove the individual from providing services at the JAIL within a reasonable time frame considering the effects of such removal on HPL'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 HEALTH AND MENTAL HEALTH EDUCATION AND TRAINING. HPL 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 HPL.

- 3.1 QUARTERLY REPORTS. As requested by the SHERIFF, HPL 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.
- 3.2 QUARTERLY MEETINGS. As requested by the SHERIFF, HPL 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.
- 3.3 MEDICAL RECORDS MANAGEMENT. HPL shall provide the following medical records management services:
  - 3.3.1 MEDICAL RECORDS. HPL 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. HPL 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.
  - 3.3.2 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.
  - 3.3.3 RECORDS AVAILABILITY. HPL 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.
- 3.4 HPL shall review provider's bills for necessary and reasonableness (and advise the SHERIFF if the service is unnecessary or unreasonable) and shall promptly code-in the Illinois Public Aid rate for all bills and furnish this information to the SHERIFF in a timely fashion. HPL shall maintain and promptly furnish the SHERIFF with names, dates and condition for which INMATES/DETAINEES are referred to other providers for service.

**ARTICLE IV**  
**PERSONS COVERED UNDER THIS AGREEMENT**

- 4.0 GENERAL. Except as otherwise provided in this AGREEMENT, HPL shall only be required to arrange for health care services under this AGREEMENT to be provided to COVERED PERSONS.
- 4.1 TUBERCULOSIS TESTING. HPL HEALTH CARE STAFF shall conduct Tuberculosis skin tests for COVERED PERSONS, as well as, up to 25 Correctional Officers per year. HPL shall obtain the Tuberculosis testing solution (Tuberculin PPD). The COUNTY agrees to supply and bear the cost of all other medical supplies necessary to conduct said tests including but not limited to syringes, alcohol preps, and Band-Aids. Amounts paid by HPL in this paragraph will be periodically reconciled with the COUNTY pursuant to paragraph 8.1.
- 4.2 EMERGENCY MEDICAL CARE FOR JAIL EMPLOYEES AND VISITORS. HPL 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.
- 4.3 RELEASE FROM CUSTODY. The COUNTY acknowledges and agrees that HPL 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 HPL 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 HPL 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 unless and until that person has been accepted as INMATES/DETAINEES.

**ARTICLE V**  
**PERSONS NOT COVERED OR PARTIALLY COVERED UNDER THIS AGREEMENT**

- 5.0 OTHER COUNTY INMATES/DETAINEES. HPL shall only be responsible for arranging health assessments, sick call and over-the counter medications 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. HPL 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 HPL provides INMATE/DETAINEE health care services. HPL 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. HPL 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, HPL 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. HPL 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 HPL is billed for medical services provided to an individual who is not FIT FOR CONFINEMENT the COUNTY shall reimburse HPL for all such costs. HPL 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. HPL 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 HPL 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 HPL authorized personnel, HPL shall not be responsible for arranging such services and the cost of such services shall be billed directly to the COUNTY.

**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. HPL 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.
- 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 HPL, at HPL's request, the COUNTY, JAIL and/or SHERIFF'S 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). HPL may request such records in connection with the investigation of, or defense of, any claim by a third party related to HPL's conduct or to prosecute a claim against a third party. Any such information provided by the SHERIFF to HPL that the SHERIFF considers confidential shall be kept confidential by HPL and shall not, except as may be required by law, be distributed to any third party without prior written approval by the SHERIFF.
- 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 HPL 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 FACILITY AND HPL. HPL and the COUNTY understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of HPL, 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 HPL, its HEALTH CARE STAFF, employees, agents and/or subcontractors to safely provide the health care services described in this AGREEMENT. HPL, 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 HPL 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 in the unlikely even such as 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 COUNTY. HPL shall not be liable for any loss or damages resulting from HPL'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. HPL, 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 HPL at the JAIL, and HPL may make a reasonable number of copies of any specific section(s) it wishes using the SHERIFF'S photocopy equipment and paper.
- 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 HPL shall not be enforceable against HPL unless otherwise agreed upon by both parties.
- 7.5.3 Any modification of the posted Policies and Procedures shall be timely provided to HPL. HPL, 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 HPL.
- 7.5.4 As requested by the SHERIFF, HPL will review existing and proposed SHERIFF's policies and procedures as relate to the delivery of medical and mental health services and confer with SHERIFF's representative as necessary to 1) provide up to date policies and procedures that offer

necessary and quality care to INMATES/DETAINEES and 2) to insure that SHERIFF's policy and procedures are reasonably consistent with HPL policy and procedure.

- 7.6 DAMAGE TO EQUIPMENT. HPL shall not be liable for loss of or damage to equipment and supplies of HPL, its agents, employees or subcontractors if such loss or damage was caused by the sole negligence of the COUNTY and/or SHERIFF's employees.
- 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 HPL. HPL 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. At the termination of this AGREEMENT, HPL 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. HPL 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 HPL in providing the best possible health care services to COVERED PERSONS, the SHERIFF shall provide, as needed, information pertaining to the COVERED PERSON that HPL and the SHERIFF mutually identify as reasonable and necessary for HPL to adequately perform its obligations under this AGREEMENT.

**ARTICLE VIII**  
**COMPENSATION/ADJUSTMENTS**

- 8.0 ANNUAL AMOUNT/MONTHLY PAYMENTS. The base annual amount to be paid by the COUNTY to HPL under this AGREEMENT is Four Hundred Ninety-Two Thousand Six Hundred Ninety Dollars and sixteen cents (\$492,690.16) for a period of twelve (12) months. Each monthly payment shall be at Forty-One Thousand Fifty-Seven Dollars and fifty-one cents (\$41,057.51), pro-rated for any

partial months and subject to any reconciliations as set forth below. The first monthly amount is to be paid to HPL on the 1st day of September, 2010 for services administered in the month of September, 2010. Each monthly payment thereafter is to be paid by the COUNTY to HPL before or on the 1<sup>st</sup> day of the month of the month of service.

8.1 QUARTERLY RECONCILIATION PROCESS. HPL 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 MADP. The quarterly reconciliation shall include a per diem adjustment based on the MADP of COUNTY INMATES/DETAINEES. For each month in the quarter reconciled, if the JAIL's MADP is greater than 225 COUNTY INMATES/DETAINEES, the compensation payable to HPL by the COUNTY shall be increased by the number of INMATES/DETAINEES over 225 at the per diem rate of \$0.33. If the JAIL's MADP is less than 175 COUNTY INMATES/DETAINEES, then HPL will issue a credit to the COUNTY for the number of INMATES/DETAINEES under 175 at the per diem rate of \$0.33.

8.1.2 ADJUSTMENT FOR COSTS IN EXCESS OF CAP AMOUNTS. The quarterly reconciliation shall include any amounts paid by HPL in excess of the financial limits listed in this AGREEMENT. The compensation payable to HPL by the COUNTY shall be increased by any costs paid by HPL in excess of the financial limits listed in 1.14.2.

8.1.3 ADJUSTMENT FOR TUBERCULOSIS TESTING SOLUTION. The quarterly reconciliation shall include any amounts in which HPL was billed for the Tuberculosis testing solution from the supplier. The compensation payable to HPL by the COUNTY shall be increased by any amount paid by HPL to the supplier for the Tuberculosis testing solution listed in 4.1.

## ARTICLE IX TERM AND TERMINATION

9.0 TERM. The term of this AGREEMENT shall be two years from September 1, 2010 at 12:01 a.m. through August 31, 2012 at 11:59 p.m. This AGREEMENT may renew for three additional one year periods on September 1st of each subsequent year with mutually agreed upon modifications, unless this AGREEMENT is terminated or notice of termination is given, as set forth in this Article.

9.0.1 RENEWAL. Upon each subsequent renewal of this AGREEMENT pursuant to paragraph 9.0, a modification 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. HPL 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 HPL, the COUNTY and the SHERIFF shall act in good faith and make every effort to give HPL 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 HPL.

9.2 TERMINATION DUE TO HPL'S OPERATIONS. The COUNTY reserves the right to terminate this AGREEMENT immediately upon written notification to HPL in the event that HPL discontinues or abandons operations, is adjudged bankrupt or is reorganized under any bankruptcy law, or fails to keep in force any required insurance policies. 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 HPL. Failure of the COUNTY and/or SHERIFF to comply with any provision of this AGREEMENT shall be considered grounds for termination of this AGREEMENT by HPL 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 HPL. If the COUNTY provides a written response to HPL which provides an adequate explanation for the "basis for termination" and the COUNTY cures the "basis for termination" to the satisfaction of the HPL, 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 HPL.

9.3.2 TERMINATION BY COUNTY. Failure of HPL 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 HPL shall have ten (10) days to provide a written response to the COUNTY. If HPL 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 HPL may, without prejudice to any other rights it may have, terminate this AGREEMENT for their convenience and without cause by giving one hundred twenty (120) 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 HPL for all services rendered by HPL up to the date of termination of the AGREEMENT regardless of the COUNTY'S failure to appropriate funds.

9.6 PROPERTY DISPOSITION UPON TERMINATION. Upon termination of this AGREEMENT, HPL shall be allowed to remove from the JAIL any stock medications or supplies purchased by HPL that have not been used at the time of termination. HPL 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. HPL 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 \$2,000,000 per occurrence and \$10,000,000 in the aggregate.

10.0.2 COMPREHENSIVE GENERAL LIABILITY. Comprehensive General Liability insurance in an amount not less than \$2,000,000 per occurrence and \$10,000,000 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 Champaign County Sheriff's Office; the Champaign County Correctional Center; Daniel J. Walsh, Sheriff of Champaign County, and all subsequent Sheriffs; the County of Champaign, a municipal corporation; and all employees of the Champaign County Sheriff's Office, the Champaign County Correctional Center, and the County of Champaign as an additional insured with respect to liabilities arising out of the performance of services under this AGREEMENT.

10.2 PROOF OF INSURANCE. HPL shall provide the COUNTY proof of professional liability or medical malpractice coverage for HPL's HEALTH CARE STAFF, employees, agents and subcontractors, for the term services are provided under this AGREEMENT. HPL shall promptly notify the SHERIFF, in writing, of each change in coverage, reduction in policy amounts or cancellation of insurance coverage. If HPL 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. HPL agrees to indemnify and hold harmless the Champaign County Sheriff's Office; the Champaign County Correctional Center; Daniel J. Walsh, Sheriff of Champaign County and all subsequent Sheriffs; the County of Champaign, a municipal corporation; and all employees of the Champaign County Sheriff's Office, the Champaign County Correctional Center, and the County of Champaign 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 HPL, 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 HPL, 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 HPL 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 HPL's indemnification and defense obligations do not apply for any costs or expenses, including attorney's fees or settlements, incurred or effected prior to written notice to HPL as set forth above. Upon written notice of claim,

HPL shall take all steps necessary to promptly defend and protect the COUNTY and SHERIFF from an indemnified claim, including retention of defense counsel, and HPL shall retain sole control of the defense while the action is pending, to the extent allowed by law.

- 10.4 HIPAA. HPL, 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 HPL 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 HPL. Each Party and their and their employees and agents shall indemnify and hold harmless the other Parties from and against any claims of any kind made as a result of alleged or actual violations of HIPAA by the indemnifying party and their employees, agents and subcontractors, unless such claims are proven to be caused by the sole negligence or willful misconduct of the indemnified Party.
- 10.5 SURVIVABILITY. The obligations under this Article X shall survive the termination of this AGREEMENT.

#### **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 SHERIFF to exercise control or direction over the manner or methods by which HPL, its employees, agents or subcontractors perform hereunder, or HPL 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 order to discharge its obligations hereunder, HPL may engage certain physicians as independent contractors rather than employees ("Contract Professionals"). HPL shall not engage any Contract Professional that does not meet the applicable professional licensing requirements and HPL shall exercise administrative supervision over such Contract Professionals as necessary to insure the strict fulfillment of the obligations contained in this AGREEMENT. As the relationship between HPL and these Contract Professionals will be that of independent contractor, HPL will not be considered or deemed to be engaged in

the practice of medicine. Services provided by Contract Professionals under this AGREEMENT shall be provided in a manner reasonably consistent with the independent medical judgment the Contract Professional is required to exercise.

- 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 designate HPL as their agent to assert such rights and privileges.
- 11.3 EQUAL EMPLOYMENT OPPORTUNITY. HPL will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age or handicap unrelated to a bona fide occupational qualification of the position or because of status as a disabled veteran or Vietnam-Era veteran. HPL will distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening, referral and selection of job applicants, and to prospective job applicants.
- 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 HPL 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. No party to this AGREEMENT may assign or transfer this AGREEMENT, or any part thereof, without the written consent of the other parties.

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 first-class certified 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 numbers of the parties listed below:

If for HPL:  
Health Professionals, Ltd.  
General Counsel  
6200 South Syracuse Way, Suite 440  
Greenwood Village, CO 80111

If for COUNTY:  
Champaign County Correctional Center  
Sheriff  
204 East Main St.  
Urbana, IL 61802

If for HPL: (309) 272-1643	If for COUNTY: (217) 384-3023
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Such address or facsimile number 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 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.

11.11 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.

11.12 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.

11.13 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 Champaign, Illinois

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

Date: 11/19/2010

By: Dan Walsh  
Dan Walsh  
Title: Champaign County Sheriff

Date: 11/19/2010

Health Professionals, Ltd.

By: [Signature]  
Douglas D. Goetz  
Title: Chief Executive Officer

Date: 11/29/10

**BUSINESS ASSOCIATE AGREEMENT BETWEEN  
HEALTH PROFESSIONALS, LTD.,  
AND CHAMPAIGN COUNTY, ILLINOIS**

PURSUANT TO THE Health Insurance Portability and Accountability Act ("HIPAA") of 1996, P.L. 104-191, and its implementing regulations, the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164 (hereinafter the "HIPAA Privacy Rule"), as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH") of 2009, P.L. 111-5, (cumulatively the "Health Privacy Laws"), Health Professionals, Ltd., (hereinafter "Covered Entity") and Champaign County, Illinois (hereinafter, "Business Associate"), (jointly "the Parties") wish to enter into an Agreement that addresses the requirements of the HIPAA Privacy Rule with respect to "Business Associates," as that term is defined in the HIPAA Privacy Rule.

**I. BACKGROUND AND PURPOSE**

The Parties have entered into one or more contracts for the Covered Entity to administer inmate health care services for the Business Associate (the "Underlying Contract(s)") which require Covered Entity to create, have access to, and maintain Protected Health Information (hereinafter "PHI") that is subject to the Health Privacy Laws. This Agreement shall supplement each of the Underlying Contract(s) only with respect to Business Associate's receipt and use of PHI under the Underlying Contract(s) to allow Covered Entity to comply with the Health Privacy Laws.

The Parties acknowledge and agree that in connection with the Underlying Contract(s), the Parties may create, receive use or disclose PHI as set forth in the HIPAA Privacy Rule.

PHI does not include health information that has been de-identified in accordance with the standards for de-identification provided for in the HIPAA Privacy Rule.

Therefore the Parties agree as follows:

**II. DEFINITIONS**

1. All capitalized terms of this Agreement shall have the meanings as set forth in the HIPAA Privacy Rule, unless otherwise defined herein.

**III. GENERAL TERMS**

1. In the event of inconsistency between the provisions of this Agreement and the mandatory terms of the HIPAA Privacy Rule, as may be expressly amended from time to time by the Department of Health And Human Services (HHS) or as a result of interpretations of HHS, court or regulatory agencies, such mandatory terms of the HIPAA Privacy Rule shall prevail. In the event of a conflict among the interpretation of these entities, the conflict shall be resolved in accordance with rules of precedence.
2. Where provisions of this Agreement are different from those mandated by HIPAA Privacy Rule, but are nonetheless permitted by the Rule, the provisions of the Agreement shall control.
3. Except as expressly provided in the HIPAA Privacy Rule or this Agreement, this Agreement does not create any rights in third parties.

**IV. SPECIFIC REQUIREMENTS**

1. To the extent applicable to this Agreement, Business Associate agrees to comply with the Health Privacy Laws, the Administrative Simplification provisions of the HIPAA, and any current and future regulations promulgated under either HITECH or HIPAA, including without limitation the Federal

Privacy Regulations, and the Federal Electronic Transactions Regulations, all as may be amended from time to time.

2. Business Associate shall not disclose PHI to any member of its workforce, unless Business Associate has advised such a person of Business Associate's obligation under this section and of the consequences of such action and for Business Associate of violating them. Business Associate shall take appropriate disciplinary action against any member of the workforce who uses or discloses PHI in violation of the Agreement.
3. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate and Business Associate may disclose PHI provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as allowed by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
4. Business Associate agrees to enter into any further agreements as reasonably necessary to facilitate compliance with the Health Privacy Laws.
5. Business Associate agrees to establish appropriate administrative, technical, and physical safeguards to prevent the use or disclosure and to protect the confidentiality of PHI it receives from Covered Entity, and to prevent individuals not involved in the proper management and administration of the Business Associate from using or accessing the PHI. Business Associate shall provide Covered Entity such information concerning these safeguards as Covered Entity may from time to time request, and shall upon reasonable request give Covered Entity access, for information and copying, to Business Associate's facilities used for the maintenance and processing of PHI. This includes, but is not limited to, PHI for the purpose of determining Business Associate's compliance with this Agreement.
6. Business Associate agrees that it will immediately report to Covered Entity any use or disclosure of PHI received from Covered Entity that is not authorized by or otherwise constitutes a violation of this Agreement of which Business Associate becomes aware.
7. Business Associate agrees that if Covered Entity determines or has a reasonable belief that Business Associate may have used, made a decision or permitted access to PHI in a way that is not authorized by this Agreement, then Covered Entity may in its sole discretion require Business associate to: (a) promptly investigate and provide a written report to Covered Entity of the Business Associate's determination regarding any alleged or actual unauthorized disclosure access, or use; (b) cease such practices immediately; (c) return to Covered Entity, or destroy, all PHI; and (d) take any other action Covered Entity deems appropriate. Notwithstanding the above, Business Associate shall mitigate, to the extent feasible, any harmful effect that is known to the Business Associate.
8. Business Associate understands that Covered Entity is subject to State and Federal laws governing the confidentiality of PHI. Business Associate agrees to abide by all such laws, whether or not fully articulated herein, and to keep the PHI in the same manner and subject to the same standards as is required of Covered Entity.
9. Business Associate may use and/or disclose PHI that is De-Identified, as that term is defined in the current version of the Privacy Regulations, or as changed from time to time through written amendment, which includes the removal of all the identifiers listed in the Privacy Regulations so that Covered Entity could not have actual knowledge that the information could be used, alone or in combination with other data, to identify an individual.
10. Business Associate shall maintain a record of all authorizations and disclosures of PHI not otherwise provided for in this Agreement or the Underlying Contract(s), including the date of the disclosure, the

name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Business Associate shall make such record available to Covered Entity on request.

11. Business Associate shall report to Covered Entity any unauthorized use or disclosure of PHI by Business Associate or its workforce or Business Associates, and the remedial action taken or proposed to be taken with respect to such use or disclosure.
12. Business Associate agrees that within thirty (30) days of receiving a written request from Covered Entity it will provide PHI necessary for Covered Entity to respond to an individual's request for access to PHI about the individual.
13. Business Associate agrees that, within fifteen (15) days of a request being made, it will provide Covered Entity with any PHI requested by Covered Entity.
14. Business Associate agrees to make available the information required to provide an accounting of disclosure in accordance with applicable law within sixty (60) days of a written request by Covered Entity.
15. Business Associate agrees that it will use all reasonable efforts to limit its request for PHI to the minimum amount of PHI necessary to achieve the purpose of which the request is made.

#### **V. TERM AND TERMINATION**

1. Term. The Term of this Agreement shall be effective September 1, 2010, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section. This provision shall pertain only to PHI provided by Covered Entity to Business Associate during the term of this Agreement, and shall not be interpreted to prevent Covered Entity from delivering all medical records to and remaining with Business Associate at the termination of this Agreement.
2. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
  - a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within such reasonable period of time as shall be specified by Covered Entity; or
  - b) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
  - c) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.
3. Effect of Termination.
  - a) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
  - b) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

**VI. MISCELLANEOUS**

1. Regulatory References. A reference in this Agreement to a section in the Health Privacy Laws means the section as in effect or as amended.
2. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Health Privacy Laws or any applicable court decision.
3. Survival. The respective rights and obligations of Business Associate under Section V(3) of this Agreement shall survive the termination of this Agreement.
4. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Health Privacy Laws.
5. Indemnification. Business Associate will indemnify and hold Covered Entity (including Covered Entity's Board of Directors, individually and collectively, and its officers, employers, agents, and other representatives, individually and collectively) harmless from and against all claims, demands, costs, expenses, liabilities and losses, including reasonable attorney's fees and punitive damages which may arise against Covered Entity as a result of any violation of this Agreement by Business Associate.
6. Assignment. No assignment of this Agreement of the rights and obligations hereunder shall be valid without the specific written consent of both Parties, provided, however, that this Agreement may be assigned by Covered Entity to any successor entity operating Covered Entity, and such assignment shall forever release Covered Entity hereunder.
7. Waiver. The waiver by 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.
8. Severability. In the event any provision of the Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms

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

**Covered Entity**

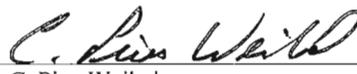
Health Professionals, Ltd.

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

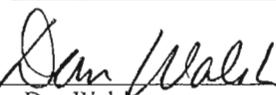
Date: 11/29/10

**Business Associate**

County of Champaign, Illinois

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

Date: 11/19/2010

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

Date: 11/19/2010