

**MEMORANDUM OF AGREEMENT  
BETWEEN  
17<sup>TH</sup> JUDICIAL CIRCUIT COURT, ILLINOIS  
AND  
CORDANT HEALTH SOLUTIONS**

This Memorandum of Agreement (“Agreement”) is dated as of September 23, 2016, by and between Regional Toxicology Services, LLC doing business as CORDANT HEALTH SOLUTIONS. (“CORDANT”) and 17<sup>TH</sup> JUDICIAL CIRCUIT COURT, ILLINOIS (“CIRCUIT COURT”). Cordant and Circuit Court may be referred to herein individually as a “Party” and collectively, as the “Parties.”

WHEREAS, the Circuit Court recognizes the need for professional assistance in providing quality, licensed substance abuse testing for defendants enrolled in the Winnebago County Drug Court Program, Adult Probation, and Pretrial Services in the 17<sup>th</sup> Judicial Circuit Court who are in need of such services, and

WHEREAS, the Parties have agreed that the services provided to the defendants in these programs pursuant to this Agreement will be beneficial to the parties, the community and the courts.

NOW, THEREFORE, the Parties agree as follows:

**Article I. GENERAL TERMS**

**Section 1.01 Term of Agreement**

This Agreement shall remain in full force and effect and be binding on the Parties hereto for the period of September 30, 2016 through September 29, 2017.

**Section 1.02 Termination**

Either Party may terminate this Agreement upon 30 days written notice to the other. In the event of termination, Circuit Court will provide payment to Cordant for all services rendered up to the termination date.

Notices under this Agreement shall be to the Circuit Court in care of the Trial Court Administrator. Cordant agrees to name a person to represent it in discussions and development of the program and to whom the Circuit Court can forward suggestions and recommendations concerning the program as well as any notices under this Agreement.

**Section 1.03 Confidentiality**

Each Party agrees to comply with all applicable State and Federal laws, rules, and regulations, including but not limited to the Illinois Mental Health Act and the Health Insurance Privacy and Portability Act (HIPPA), concerning the confidentiality of the defendants’ information. All

information which is proprietary to a Party will be held to be strictly confidential by the other Party. Proprietary information is information which, if made public, would put a Party at a disadvantage in the marketplace and trade of which such Party is a part. Each Party is responsible for notifying the other of the nature of the information prior to its release to such Party. Both Parties reserve the right to require reasonable evidence of the other's assertion of the proprietary nature of any information to be provided.

#### **Section 1.04 Warrant of Authority**

Each Party warrants to the other that each has full authority to enter into this Agreement and perform under its terms.

#### **Section 1.05 Indemnity**

Cordant agrees to indemnify Winnebago County and the 17<sup>th</sup> Judicial Circuit Court from liability including, but not limited to damages, costs, attorneys' fees, expenses, causes of action, claims or judgments resulting from injury, death, damage to property, or loss or use of property arising out of Cordant's negligent performance of work under this agreement. In no manner shall employees of Cordant be construed to be employees of the 17<sup>th</sup> Judicial Circuit Court or Winnebago County.

#### **Section 1.06 Cooperation**

Each Party to this Agreement has the duty to consult and cooperate with the other in the performance, development, and implementation of the drug testing of defendants. Cordant agrees to name a person to represent it in discussions and development of the program and to whom the Circuit Court can forward suggestions and recommendations concerning the program as well as any notices under this Agreement.

The Parties' agree and understand that all services provided by Cordant under this Agreement shall be in compliance with all federal and state laws applicable to mental health and substance use treatment.

### **Article II. SCOPE OF SERVICES**

Cordant agrees to provide the following services:

#### **Section 2.01 Administration and Staffing**

Cordant shall provide a minimum of two laboratory collection specialists, one male and one female, who will conduct specimen collections of defendants. These laboratory collection specialists will observe specimen collections according to best practices, prepare necessary reporting paperwork, and employ and preserve of chain of custody protocols. Cordant agrees to maintain the primary observed drop hours of 8:30 am to 11:30 am and 1:00 pm to 4:30 pm

Monday, Wednesday, Friday; 8:30 am to 11:30 am and 1:00 pm to 7:00 pm Tuesday and Thursday; and Saturday 9:00 am- 11:30 am.

Circuit Court agrees to pay Cordant a payment of \$5.79 per collected sample for a volume of up to 1,700 samples per month, \$5.49 per collected sample for volume of 2,000 to 2,500 samples per month, or \$4.99 per collected sample for monthly volumes exceeding 2,500.

The fee per collected sample is for services performed by the Cordant employees described in this section and in furtherance of drop collections as well as for direct and indirect expenses associated with providing these services to the 17<sup>th</sup> Judicial Circuit.

In addition to the fee per collected sample, the Circuit Court agrees to pay Cordant \$5.93 per laboratory tested sample for a 6 panel pre-determined drug test that includes automatic LC/MS confirmation of all positive samples. The Circuit Court agrees to pay Cordant \$6.67 per laboratory tested sample for a 9 panel pre-determined drug test that includes automatic LC/MS confirmation of all positive samples. Cordant agrees to enter results into the Sentry system for these standard panels within 24 to 48 hours.

Testing of Drug Court participants that are eligible for Adult Redeploy Illinois funds will be paid using Adult Redeploy Illinois Grant funds not to exceed \$91,004.75 during the grant fiscal year ending on June 30<sup>th</sup>, 2017. All other defendants toxicology testing will be paid using other funding sources.

In order to assure compliance with state and federal regulations, including federal regulations applicable to Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) grants, Cordant agrees that it will provide Circuit Court with detailed records of activities and expenses for which it seeks payment under this section and Agreement.

## **Section 2.02 Access to Records**

Cordant agrees to allow the judges, attorneys, employees of the 17<sup>th</sup> Judicial Circuit and/or Winnebago County, and employees of contractors working with, for or providing services to the Problem-Solving Court Programs access to treatment records, including notes made regarding individual collections under this Agreement in accordance with the Illinois Mental Health Act, HIPPA, and all applicable state and federal confidentiality laws.

For purposes of this section and this Agreement, both the Circuit Court and Cordant agree and understand that each is a provider within the meaning of HIPPA and applicable regulations so that information may be disclosed between them pursuant to 45 C.F.R. § 164.502(a)(1).

**Article III. PAYMENT**

**Section 3.01 Monthly Invoices**

Cordant will submit monthly invoices in the form requested by the Circuit Court and in accordance with section 2.01 of this Agreement no later than the 10<sup>th</sup> of each month.

**Article IV. MISCELLANEOUS**

**Section 4.01 Complete Agreement and Choice of Laws**

This Agreement is the entire Agreement between the Parties and any prior discussions, oral representations, contracts, agreements, whether oral or written, and are merged herein and made a part hereof.

The laws of the State of Illinois shall govern the performance and interpretations of this Agreement. In the event of a suit by either Party to enforce any term of this Agreement, venue shall be proper only in a court of competent jurisdiction in Winnebago County, Illinois.

*[Signature page to follow]*

The parties have executed and delivered this Memorandum of Agreement between 17<sup>th</sup> Judicial Circuit Court, Illinois and Cordant Health Solutions relating to the 17<sup>th</sup> Judicial Circuit Court drug testing as of the date indicated in the first sentence of this Agreement.

**17<sup>th</sup> JUDICIAL CIRCUIT COURT**

By: Joseph G. McGraw 10/7/2016  
Chief Judge Joseph G. McGraw Date

**CORDANT HEALTH SOLUTIONS**

By: Amanda Gibbs, Vice President & General Manager 10/5/2016  
[Name], Regional Toxicology Services d/b/a Cordant Health Solutions, [Title]  
Amanda Gibbs Date