

STATE OF ILLINOIS, }  
COUNTY OF WINNEBAGO } ss.

*I, MARGIE M. MULLINS, County Clerk in and for said County, in the State aforesaid, do hereby certify that I have compared the foregoing attached copy of:*

**RESOLUTION AUTHORIZING THE COUNTY BOARD CHAIRMAN TO  
EXTEND CONTRACTS FOR HEALTH SERVICES FOR INMATES OF THE  
WINNEBAGO COUNTY JAIL AND DETAINEES OF THE JUVENILE  
DETENTION CENTER**

*With the original document which is on file in my office; and found it to be a true, perfect and complete copy of the original document*

*IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County, at my office in the City of Rockford, in said County,*

*this 10<sup>TH</sup> DAY OF NOVEMBER, 2017.*

**MARGIE M. MULLINS, Winnebago County Clerk**

BY:  Deputy County Clerk



**RESOLUTION**  
**of the**  
**COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

Sponsored by: Dave Fiduccia  
 Submitted by: Public Safety

2017 CR 153

---

**RESOLUTION AUTHORIZING THE COUNTY BOARD CHAIRMAN TO EXTEND CONTRACTS FOR HEALTH SERVICES FOR INMATES OF THE WINNEBAGO COUNTY JAIL AND DETAINEES OF THE JUVENILE DETENTION CENTER**

---

**WHEREAS**, since 2004 the University of Illinois College of Medicine at Rockford (UICOM-R) has provided, under contract with the County, health services to the inmates of the Winnebago County Jail and to the detainees of the Winnebago County Juvenile Detention Center; and

**WHEREAS**, there are two separate Health Services contracts in place, one for the County Jail and one for the Juvenile Detention Center; and

**WHEREAS**, by their current terms, both of these contracts will terminate on November 30, 2017; and

**WHEREAS**, the County and UICOM-R have agreed to extend these Health Services contracts through September 30, 2018, with modifications in compensation, mental health services, and pharmacy services; and

**WHEREAS**, it is in the best interests of the citizens of Winnebago County, Illinois for the County to extend, through September 30, 2018, the contracts with UICOM-R for health services for the inmates of the County Jail and detainees of the Juvenile Detention Center.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is hereby authorized and directed to, on behalf of the County of Winnebago, execute agreement amending the Health Services contracts it has with the University of Illinois College of Medicine, which will extend both contracts through September 30, 2018.

**WHEREAS**, the Public Safety Committee has determined that the funding for the aforementioned services shall be as follows:

COUNTY JAIL 21000 43150  
JUVENILE DETENTION 43100 43150

**BE IT FURTHER RESOLVED**, that the any agreement entered into pursuant to the authority granted in this Resolution shall contain substantially the same terms as those contained in the Amendments which are attached hereto as "Exhibit A" (Jail) and "Exhibit B" (Juvenile Detention).

**BE IT FURTHER RESOLVED**, the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Resolution to the Sheriff, Corrections Superintendent, Director of Court Services, Director of Purchasing, Finance Director, and County Auditor.

Respectfully Submitted,  
**PUBLIC SAFETY COMMITTEE**

**AGREE**

**DISAGREE**

  
\_\_\_\_\_  
DAVE FIDUCCIA, CHAIRMAN

\_\_\_\_\_  
DAVE FIDUCCIA, CHAIRMAN

  
\_\_\_\_\_  
AARON BOOKER

\_\_\_\_\_  
AARON BOOKER

  
\_\_\_\_\_  
DAN FELLARS


\_\_\_\_\_  
DAN FELLARS

  
\_\_\_\_\_  
ELI NICOLOSI

\_\_\_\_\_  
ELI NICOLOSI


  
\_\_\_\_\_  
DOROTHY REDD

\_\_\_\_\_  
DOROTHY REDD

  
\_\_\_\_\_  
FRED WESCOTT

\_\_\_\_\_  
FRED WESCOTT

The above and foregoing Resolution was adopted by the County Board of the County of  
Winnebago, Illinois this 9<sup>th</sup> day of November \_\_\_\_\_ 2017.

  
\_\_\_\_\_  
**FRANK HANEY**  
CHAIRMAN OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

ATTESTED BY:

  
\_\_\_\_\_  
**MARGIE M. MULLINS**

CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

**AMENDMENT NO. 7  
TO  
HEALTH SERVICES AGREEMENT  
(UIC REF. NO. CN-00009695)  
BETWEEN  
COUNTY OF WINNEBAGO ON BEHALF OF THE  
WINNEBAGO COUNTY SHERIFF  
AND  
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS**

This Amendment No. 7 to Health Services Agreement, UIC Contract No. CN-00009695 is made and entered into by and between the County of Winnebago, an Illinois body politic, and the Winnebago County Sheriff (hereinafter collectively referred to as "County") and The Board of Trustees of the University of Illinois, a public body, corporate and politic whose principal office is located in Urbana, Illinois, on behalf of its College of Medicine at Rockford, located at 1601 Parkview Avenue, Rockford, Illinois 61107 (hereinafter referred to as "UICOM-R"). County and University shall be collectively referred to herein as "the Parties" and individually as "a Party".

**RECITALS**

**Whereas**, County and UICOM-R entered into a Health Services Agreement (hereinafter referred to as "the Agreement") for the provision of medical services to adult inmates for the term of January 5, 2014 through January 4, 2015; and

**Whereas**, County and UICOM-R in Amendment No. 1 amended the Agreement by modifying Article XI, Compensation; Section 11.5, Decreases in Inmate Population on 02/27/2014; and

**Whereas**, County and UICOM-R in Amendment No. 2 amended the Agreement by extending its term from January 5, 2015 through January 4, 2016; and

**Whereas**, County and UICOM-R in Amendment No. 3 amended the Agreement by extending its term from January 5, 2016 through September 30, 2016; and by modifying Article I, Health Care Services and Article II, Staffing, and Article XI, Compensation; and

**Whereas**, County and UICOM-R in Amendment No. 4 amended the Agreement by extending its term from October 1, 2016 through November 30, 2016; and

**Whereas**, County and UICOM-R in Amendment No. 5 amended the Agreement by extending its term from December 1, 2016 through September 30, 2017; and

**Whereas**, County and UICOM-R in Amendment No. 6 amended the Agreement by extending its term from October 1, 2017 through November 30, 2017; and

**Whereas**, County and UICOM-R now desire to further extend the term of the Agreement.

**Now therefore**, in consideration of mutual covenants contained herein, it is agreed by and between the Parties to amend the Agreement as follows:

- I. **ARTICLE VII: SPACE, MEDICAL SUPPLIES, AND PHARMACEUTICALS**, Section 7.7 shall be deleted in its entirety and replaced as follows:

### **Section 7.7 Pharmacy Services.**

“The prescription, dispensing, and administration of medications shall comply with all State and Federal laws and regulations and shall be dispensed under the supervision of appropriately licensed or certified health care personnel. UICOMR personnel shall dispense medications at the appropriate times at the main jail facility according to the inmates’ medical needs. The cost of all pharmaceuticals, prescription and over the counter, is the responsibility of UICOMR; except for the following pharmaceuticals:

Pharmaceuticals related to the treatment of sexually transmitted infections (STDs/STIs) or their sequelae. [Whenever possible UICOMR will obtain these pharmaceuticals from the Winnebago County Health Department. The County is responsible for the cost, if any, of these pharmaceuticals,]

Pharmaceuticals related to the treatment of HIV, AIDs or their sequelae. [Whenever possible UICOMR will obtain these pharmaceuticals from the Crusader Clinic in Rockford, IL. The County is responsible for the cost, if any, of these pharmaceuticals.]

Pharmaceuticals related to pre-term labor. [Whenever possible UICOMR will obtain these pharmaceuticals from Crusader Clinic in Rockford, IL. The County is responsible for the cost, if any, of these pharmaceuticals.]

Antivirals for conditions such as Hepatitis B and Hepatitis C. [If generic antiviral medications are available those will be provided, and whenever possible and feasible UICOMR will obtain these pharmaceuticals from the Crusader Clinic in Rockford, IL. UICOMR is responsible for the cost of generic antiviral medications. If generic antiviral medications are not available UICOMR will collaborate with the County to obtain the non-generic antiviral medications via means that will not negatively impact the budget of either entity while addressing the health needs of the inmate. UICOMR and the County shall evenly split the cost of non-generic antiviral medications.]

Biologics, biologic response modifiers, immunotherapy and cancer chemotherapy for conditions such as Crohn's disease, ulcerative colitis, psoriasis, immune-mediated diseases and cancer. [If generic medications or versions are available those will be provided, and whenever possible and feasible UICOMR will obtain these pharmaceuticals from the Crusader Clinic in Rockford, IL. UICOMR is responsible for the cost of the generic version of these medications. If a generic version of these medications is not available UICOMR will collaborate with the County to obtain these non-generic medications via means that will not negatively impact the budget of either entity while addressing the health needs of the inmate. UICOMR and the County shall evenly split the cost of the non-generic versions of these medications.]

UICOMR will promptly, upon request, provide County with a price list for all pharmaceuticals dispensed by UICOMR in the JAIL. UICOMR will invoice the County on a monthly basis for the County’s share of the cost of those pharmaceuticals with respect to which the County is responsible for paying all or part of the cost as specified in this section.”

**II. ARTICLE IX: MENTAL HEALTH SERVICES**, shall be deleted in its entirety and replaced with the following:

“UICOMR will collaborate with mental health services contracted by the County to support all reasonably necessary mental health services which are required by any inmate and are of a type that can be reasonably rendered onsite. These services shall be provided on site at the JAIL to the extent reasonably possible. County shall be responsible for the cost of mental health services.

**III. ARTICLE X: TERM AND TERMINATION OF AGREEMENT**, the first paragraph of Section 10.1 shall be modified to read as follows:

**Section 10.1 Contract Term.**

“This contract, which through amendments has been in effect continuously since January 5, 2014, shall expire on September 30, 2018 at 11:59 p.m.”

**IV. ARTICLE XI: COMPENSATION, 11.1 Base Compensation**, shall be modified to read as follows:

“11.1 Base Compensation. County will pay UICOM-R the sum of One Hundred Ninety Three Thousand Five Hundred Forty One Dollars and Forty Two Cents (\$193,541.42) per month for the period of December 1, 2017 through September 30, 2018. UICOM-R will bill County on or before the first day of each month before the services are rendered, and County agrees to pay UICOM-R for those services in advance of the services being rendered. In the event this Agreement should, for any reason, terminate on a date other than the end of a calendar month, compensation to UICOM-R will be prorated accordingly for the shortened month.”

**V.** In all other respects, the Agreement is hereby reaffirmed and ratified. All other terms and conditions remain as stated in the original Agreement last signed on 1/08/2014 or as modified by Amendment No. 1 last signed on 2/27/2014, Amendment No. 2 last signed on 12/23/2014, Amendment No. 3 last signed on 1/04/2016, Amendment No. 4 last signed on 10/3/2016, Amendment No. 5 last signed on 11/30/16, and Amendment No. 6 last signed on 10/2/2017.

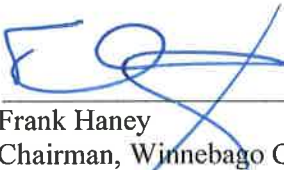
In witness whereof, County and UICOM-R have caused this Amendment No. 7 to be executed on the date and year last written below.

**The Board of Trustees of the University of Illinois**

By: \_\_\_\_\_  
Avijit Ghosh, Interim Comptroller

Date: \_\_\_\_\_

**County of Winnebago**

By:  \_\_\_\_\_  
Frank Haney  
Chairman, Winnebago County Board

Date: 11-18-17

**Winnebago County Sheriff**

By: \_\_\_\_\_  
Gary Caruana  
Winnebago County Sheriff

**AMENDMENT NO. 6  
TO  
HEALTH SERVICES AGREEMENT  
(UIC REF. NO. CN-00009599)  
BETWEEN  
COUNTY OF WINNEBAGO  
AND  
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS**

This Amendment No. 6 to Health Services Agreement, UIC Contract No. CN-00009599 is made and entered into by and between the County of Winnebago, an Illinois body politic, (hereinafter referred to as “County”) and The Board of Trustees of the University of Illinois, a public body, corporate and politic of the State of Illinois, on behalf of its College of Medicine at Rockford, located at 1601 Parkview Avenue, Rockford, Illinois 61107 (hereinafter referred to as “UICOM-R”). County and University shall be collectively referred to herein as “the Parties” and individually as “a Party”.

**RECITALS**

**Whereas**, County and UICOM-R entered into a Health Services Agreement for services to juvenile detainees for the term of January 5, 2014 through January 4, 2015; and

**Whereas**, County and UICOM-R amended the original Agreement by extending its term from January 5, 2015 through September 30, 2016; and

**Whereas**, County and UICOM-R again amended the original Agreement by extending its term from October 1, 2016 through November 30, 2016; and

**Whereas**, County and UICOM-R again amended the original Agreement by extending its term from December 1, 2016 through September 30, 2017; and

**Whereas**, County and UICOM-R again amended the original Agreement by extending its term from October 1, 2017 through November 30, 2017; and

**Whereas**, County and UICOM-R desire to further extend the term of the original Agreement by amending the contractual relationship under the said Agreement.

**Now therefore**, in consideration of mutual covenants contained herein, it is agreed by and between the Parties to amend the Agreement as follows:

**I. ARTICLE II: STAFFING**

Section 2.3 shall be modified to read as follows:

**Section 2.3 Mental Health.**

“UICOM-R shall facilitate obtaining a qualified mental health professional in the Detention Center. UICOM-R, in conjunction with the County, will determine the number of mental health provider hours that are necessary to adequately screen and assess detainees, collaborate with medical services, and provide training in mental health to Detention staff. In the event the current mental health provider loses funding, UICOM-R will work with the County to



facilitate obtaining a new mental health provider, if necessary. The County is responsible for the cost of the mental health provider services.”

- II. **ARTICLE VII: TERM AND TERMINATION OF AGREEMENT**, the first paragraph of Section 7.1 shall be modified to read as follows:

**Section 7.1 Contract Term.**

“This contract, which through amendments has been in effect continuously since January 5, 2014, shall expire on September 30, 2018 at 11:59 p.m.”

- III. **ARTICLE VIII: COMPENSATION, 8.1 Base Compensation**, shall be modified to read as follows:

“County will pay UICOM-R the sum of Eleven Thousand Seven Hundred Thirty Three Dollars and Seventy two Cents (\$11,733.72) per month for the period of December 1, 2017 through September 30, 2018. UICOM-R will bill County on or before the first day of each month before the services are rendered, and County agrees to pay UICOM-R for those services in advance of the services being rendered. In the event this agreement should, for any reason, terminate on a date other than the end of a calendar month, compensation to UICOM-R will be prorated accordingly for the shortened month.”

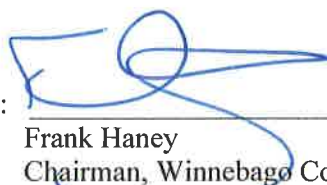
- IV. In all other respects, the Agreement is hereby reaffirmed and ratified. All other terms and conditions remain as stated in the original Agreement last signed on 12/20/2013, or as modified by Amendment No. 1 last signed on 12/23/2014, Amendment No. 2 last signed on 1/04/2016, Amendment No. 3 last signed on 10/3/2016, Amendment No. 4 last signed on 11/30/2016, and Amendment No. 5 last signed on 10/2/2017.

In witness whereof, County and UICOM-R have caused this Amendment No. 6 to be executed on the date and year last written below.

**The Board of Trustees of the  
University of Illinois**

By: \_\_\_\_\_  
Avijit Ghosh, Interim Comptroller

**County of Winnebago**

By:  \_\_\_\_\_  
Frank Haney  
Chairman, Winnebago County Board

Date: \_\_\_\_\_

Date: 11-10-17