

**AGREEMENT #16068 FOR PROFESSIONAL SERVICES  
For LAKE COUNTY CONTRACT MODIFICATION 1**

This contract modification ("Modification") is between the County of Lake, Illinois, an Illinois body politic and corporate ("County"), and Armor Correctional Health Services, Inc., a Florida Corporation ("Armor"), and relates to the parties' *Inmate Health Care Services Agreement*, under which Armor provides correctional health care services for the inmates at the Lake County Jail and juvenile residents at the Robert W. Depke Juvenile Complex. This Modification shall become effective under the provision below specifying its effective date.

**RECITALS**

Whereas:

- a. Lake County is charged by law with the responsibility for obtaining and providing reasonably necessary health care (including medical, dental and mental health services) for inmates and juvenile residents
- b. On June 21, 2016, the Parties entered into an *Inmate Health Care Services Agreement* for the provision of correctional health care services for the Lake County Jail and Robert W. Depke Juvenile Complex.
- c. Armor is in the business of providing correctional health care services and desires to provide services for Lake County under the terms and conditions of this Agreement.
- d. The initial contract term for services was June 21, 2016 through June 20, 2018 and Armor has provided a proposal to Lake County to increase the cost for services requiring a change order approved by the County Board, pursuant to the Lake County Purchasing Ordinance.

**IN LIGHT OF THE FOREGOING, THE PARTIES NOW AGREE AS FOLLOWS:**

1. **Incorporation of Recitals.** The recitals above are incorporated into the body of this Agreement, as if set forth here in their entirety.
2. **Effective Date.** This Modification will become effective only after both Parties have signed it.

**Dispute Resolution.** To address issues of concern, the parties agree that the general dispute resolution provided for in the original Agreement shall be amended as follows:

County's Correctional Healthcare. Liaison. Lake County shall appoint a duly authorized designee to be the liaison with Armor. The County Liaison shall require Armor to meet all contract requirements; monitor Armor's compliance and any corrective action to resolve areas of non-compliance or deficiencies in the contract, and facilitate dispute resolution.

For disputes arising out of, or relating to, this Agreement, other than invoice disputes subject to Section VIII, Compensation, shall first be discussed by the personnel of each party assigned at the Facilities. The parties will have 10 (ten) business days in writing to resolve the dispute, such ten-day period being measured from the date the non-disputing party received the notice of dispute. If the dispute cannot be resolved within that timeframe, it shall be referred to the County Purchasing Agent and the Chief Operating Officer of the appropriate division of Armor, or their designee(s) (the "Intermediary Dispute Level"). If the dispute cannot be resolved at that Intermediary Dispute Level, then the parties shall follow the applicable provisions of Section 9-103 of the Lake County Purchasing Ordinance. Thereafter, either party may resort to a court of competent jurisdiction.

**Trial of telepsychiatry.** Armor has agreed to augment the current psychiatry services offered at the Lake County Jail with a thirty (30) day trial of telepsychiatry. Lake County agrees to provide a suitable location and Armor will provide the needed equipment. Scheduling for the trial period shall begin at a date of mutual agreement between the parties.

**Notification of Absence of Key Health Personnel.** The parties agree to the following modification of the paragraph addressing absences of key health personnel found in Section II of the Agreement, Onsite Services.

Armor agrees to notify the Facility director or designee when key health services personnel, such as the Health Services Administrator, Director of Nursing and/or ARNP/PA will be off the grounds of the facility for any leave of absence exceeding 48 hours. Notice shall be provided at least 30 days prior to the leave of absence, excluding any instances of emergency, sickness or injury. A written notification must include the name, title, and contact information of the person providing coverage.

**Revised Staffing.** The parties agree that each shift has different staffing needs, which are reflected in Exhibit A. In order to provide adequate healthcare services the staffing must conform to Exhibit A. Hours worked which do not conform to the schedule shown in Exhibit A— either by shift or by position —will not be credited for hours worked unless approved in writing in advance by Lake County. In such event, Armor shall reduce its monthly invoice to Lake County at 100% of the Average Hourly Rate for the position/category as provided in the table below.

Position	Average Hourly Rate
Health Services Administrator	\$50.93
Medical Director	\$165.83
ARNP / PA	\$64.63
Director of Nursing	\$47.18
RN- Charge / Intake	\$45.31
LPN	\$36.17
Administrative Assistant / Medical Records Clerk	\$22.86
Psychiatrist	\$248.25
Licensed Behavioral Health Professional	\$32.03
Dentist	\$119.46
Dental Assistant	\$18.77

Armor will not be assessed staffing withholds if total weekly paid hours by shift meet or exceed total weekly contract hours reflected in Exhibit A. In all cases, employees may be used to cover like positions when their credentials equal or exceed the credentials required for such position (e.g., an RN may cover for an LPN). Armor will provide Lake County or its representative with a monthly contract staffing compliance report (by the last Thursday of each month) showing all contract positions relative to the staffing matrix.

- Revised Base Compensation.** Lake County shall pay to Armor the base price sum of **\$3,675,855** for the term of June 20, 2018 through June 19, 2019. The annual portion of the base price sum for the Jail shall be \$3,399,600 and the annual portion of the base price sum for the Juvenile Facility shall be \$276,255.
- New Section Rate Adjustments.** Prices shall remain firm/fixed for any given remaining contract term renewal. Written requests for price revisions shall be submitted ninety (90) days prior to the end of the contract term. Increases or decreases will be pegged against the Consumer Price Index, All Urban Consumers, US City Average for Medical Care, 12-month percent change, Not Seasonally Adjusted (Series CUUR000SAM) or 4%, whichever is



lower. Requests must be based upon and include documentation of the actual change in the cost of components involved in the contract and shall not include overhead or profit.

5. **Revised Aggregate Cap/Limit.** Under this Agreement, County shall be responsible for all off-site charges, which shall include inpatient hospitalization fees, specialty consults and physician fees, pharmacy, and onsite specialty services (e.g. dialysis, 911 transport, physical therapy, etc.). Armor agrees to split all the expenditures equally up to a cumulative total of the first \$400,000 aggregate catastrophic limits per contract year regarding illness, injury or infectious disease. This cumulative total is calculated subsequent to any appropriate billing adjustments and does not include any fees paid that are reimbursable or recoverable from any existing third- party inmate policy coverage.

Armor shall be required to maintain and submit logs of all invoices for off-site care on a monthly basis and a running total shall be maintained throughout the fiscal year. There shall be no separate exclusions for AIDs or AIDs medications. Routine X-ray services for routine procedures such as limb, chest etc., are excluded from the catastrophic limits as are laboratory studies. This preceding language is not intended to negate any obligations of insurance covering inmates which may be considered the payer for services rendered.

All expenditures that exceed the annual \$400,000 aggregate cap shall be reimbursed 100% by the County.. All reimbursements from the County shall be in accordance with the Illinois Government Prompt Payment Act (50 ILCS 505/1 et seq.). If all expenditures with offsite, pharmacy and onsite specialty services total less than the \$200,000, the difference shall be reimbursed by Armor to Lake County.

**SIGNED**

COUNTY OF LAKE,

ARMOR CORRECTIONAL HEALTH SERVICES, INC.  
a Florida corporation

By: \_\_\_\_\_

Name: RuthAnne K. Hall

Title: Purchasing Agent

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

By:  \_\_\_\_\_

Name: Todd Glass

Title: Regional Vice President

Date: 2/27/2018