

OPERATIONS & ADMINISTRATIVE COMMITTEE AGENDA

Called by: Keith McDonald, Chairman
Members: Paul Arena, John Butitta,
Valerie Hanserd, Joe Hoffman,
Jaime Salgado, Michael Thompson

DATE: THURSDAY, JULY 6, 2023
TIME: 5:30 PM

LOCATION: ROOM 303
COUNTY ADMINISTRATION BLDG
404 ELM STREET
ROCKFORD, IL 61101

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of June 1, 2023 Minutes
- D. Public Comment – This is the time we invite the public to address the Operations and Administrative Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Resolution Awarding Therapy Services at River Bluff Nursing Home
- F. Resolution to Approve New Laundry and Linen Services at River Bluff Nursing Home
- G. Resolution Awarding Printing Services Bid
- H. Resolution Authorizing the Execution of an Attornment Agreement between Blackhawk Bank and the County of Winnebago, Illinois for the property located at 4505 North Main Street, Rockford, IL
- I. Future Agenda Items
- J. Adjournment

**Winnebago County Board
Operations and Administrative Committee Meeting**

County Administration Building
404 Elm Street, Room 303
Rockford, IL 61101

Thursday, June 1, 2023
5:30 PM

Present:

Keith McDonald, **Chairperson**
Valerie Hanserd, **Vice Chairperson**
Paul Arena
John Butitta
Joe Hoffman
Jaime Salgado
Michael Thompson

Others Present:

Patrick Thompson, County Administrator
Lafakeria Vaughn, State's Attorney's Office
Ann Johns, Purchasing Director, Staff Liaison
Shawn Franks, Facilities
Rick Ciganek, Sheriff's Office
Jean Crosby, County Board Member
Debbie Jarvis, Adult Probation
Chris Petrus, IT Department
John Sweeney, County Board Member

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of May 4, 2023 Minutes
- D. Public Comment – This is the time we invite the public to address the Operations and Administrative Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Resolution to Approve Administration Building Security Project
- F. Resolution Awarding Bid for WCAS Flat Roof Replacement Project
- G. Resolution Awarding Bid for HVAC Replacement at the Juvenile Detention Center Building
- H. Resolution to Approve Addition of HVAC Control to Air Handlers and Replacing Thermostats for River Bluff Nursing Home Using CIP 2023 Funds
- I. Resolution to Approve HVAC CPU Replacement Project Using CIP 23 General Funds
- J. Resolution to Approve Purchase of a Truck for Facilities with CIP 23 General Funds
- K. Resolution to Purchase New Car Pool Vehicle
- L. Discussion of the ARPA Phase 3 (Security Cameras) Project
- M. Future Agenda Items
- N. Adjournment

Chairperson McDonald called the meeting to order at 5:30 PM.

Roll Call

Chairperson Keith McDonald yes, Paul Arena yes, John Butitta yes, Valerie Hanserd yes, Joe Hoffman yes, Jaime Salgado yes, Michael Thompson yes.

Approval of May 4, 2023 Minutes

Motion: Vice Chairperson Hanserd. Second: Mr. Thompson.

Motion passed by unanimous voice vote.

Public Comment

Chairperson McDonald omitted reading the Public Comment Section of the Agenda due to no one present to speak.

Resolution to Approve Administration Building Security Project

Motion: Chairperson McDonald. Second: Mr. Butitta.

Mr. Thompson reported the Resolution authorizes the County to proceed with implementing safety improvements in the Administration Building.

- Discussion followed.

Motion passed by unanimous voice vote.

Resolution Awarding Bid for WCAS Flat Roof Replacement Project

Motion: Chairperson McDonald. Second: Mr. Thompson.

Mr. Thompson stated the Resolution is part of the Animals Services renovation project.

- Discussion followed.

Motion passed by unanimous voice vote.

Resolution Awarding Bid for HVAC Replacement at the Juvenile Detention Center Building

Motion: Chairperson McDonald. Second: Mr. Thompson.

Mr. Thompson advised the Resolution is an ARPA project to replace the HVAC System at the Juvenile Detention Center building.

- Discussion followed.

Motion passed by unanimous voice vote.

Resolution to Approve Addition of HVAC Control to Air Handlers and Replacing Thermostats for River Bluff Nursing Home Using CIP 2023 Funds / Resolution to Approve HVAC CPU Replacement Project Using CIP 23 General Fund

Motion: Chairperson McDonald made the motion to combine Item H. Resolution to Approve Addition of HVAC Control to Air Handlers and Replacing Thermostats for River Bluff Nursing Home Using CIP 2023 Funds and Item I. Resolution to Approve HVAC CPU Replacement Project Using CIP 23 General Funds. Second: Ms. Hanserd.

Mr. Thompson advised Item H. is for River Bluff Nursing Home and Item I. is for the identical equipment for the Administration Building, Courthouse and Juvenile Justice Center for replacement of HVAC Control Units and are CIP 2023 funded projects.

- Discussion followed.
- The consensus of the committee was to obtain additional bids for the projects.

Motion: Chairperson McDonald made the motion to Table Item H. and Item I to obtain additional bids. Second: Mr. Hoffman.

Motion to Table Item H. and Item I. passed by unanimous voice vote.

Resolution to Approve Purchase of a Truck for Facilities with CIP 23 General Funds

Motion: Chairperson McDonald. Second: Mr. Thompson.

Mr. Thompson reported the Resolution is a CIP 23 funded project to replace a truck for Facilities.

- Discussion followed.

Motion passed with a majority voice vote. Mr. Arena abstained from the voice vote.

Resolution to Purchase New Car Pool Vehicle

Motion: Chairperson McDonald. Second: Mr. Thompson.

Mr. Thompson reported the Resolution is to replace a Car Pool vehicle.

- Discussion followed.

Motion: Mr. Salgado made the motion to Table Item K. Resolution to Approve Purchase of a Truck for Facilities with CIP 23 General Funds. Second: Mr. Butitta.

Motion to Table Item K. passed with a unanimous voice vote.

Discussion of the ARPA Phase 3 (Security Cameras) Project

Mr. Thompson asked that the Discussion of the ARPA Phase 3 (Security Cameras) Project be deferred to the next Operations and Administrative committee meeting agenda.

Future Agenda Items

None reported.

Motion to Adjourn

Chairperson McDonald called for a motion to adjourn the meeting.

Motion: Mr. Hoffman. Second: Mr. Butitta.

Motion passed by unanimous voice vote.

Respectfully submitted,

Nancy Bleile
Administrative Assistant



Resolution Executive Summary

Prepared By: Purchasing Department for River Bluff Nursing Home
Committee: Operations and Administrative Committee
Committee Date: July 6, 2023
Board Meeting Date: July 13, 2023
Resolution Title: Resolution Awarding Therapy Services at River Bluff Nursing Home

Was item budgeted? Yes	Appropriation Amount: N/A
If not, explain funding source:	
ORG/OBJ/Project Code: 72533-43120 72534-43120 72535-43120	Descriptor: River Bluff Nursing Home Consulting Services

Background Information: In 2017, the County issued Request for Proposal 17P-2116 for Therapy Services for the residents of River Bluff Nursing Home. A total of three proposals were received, with Genesis Rehabilitation being awarded the contract. Due to the pandemic, when the contract expired, River Bluff went month to month with Genesis.

In February of 2023, the Purchasing Department issued Request for Proposal 23P-2237 for Therapy Services. The solicitation was advertised nationwide on DemandStar and seven proposals were received from around the country. See Resolution Exhibit A, Proposal Tab for more information.

Select Rehabilitation was selected because of their most advantageous Proposal including:

- The quality metrics, regarding outcomes and improvements for residents, were excellent.
- They had a very low turnover rate and they maintained staffing and services throughout COVID.
- They provide additional services, such as writing orders and getting consents for treatments.
- They have a local base of operations already established in the area.
- They offer an automated fall-risk assessment tool called VSTBalance, which has been studied and has reduced falls in facilities, and when implemented, will be great for safety and cost savings associated to falls.
- Their software is integrated with PCC, River Bluff's current software.

Recommendation: At their June 20 meeting, the RBNH Board of Directors discussed the RFP and award consideration and recommends awarding the Therapy Services Agreement to Select Rehabilitation, LLC.

Legal Review: State's Attorney's Office has reviewed, revised and approved the final Agreement, Resolution Exhibit B.

Follow-Up: Purchasing Department will route the new vendor Agreement for signatures and terminate the current vendor's contract agreement.

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

Sponsored by: Keith McDonald, Committee Chairman
Submitted by: Operations and Administrative Committee

2023 CR

RESOLUTION AWARDING THERAPY SERVICES AT RIVER BLUFF NURSING HOME

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$25,000.00 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357 (g) (Cooperative Joint Purchasing) or as provided by State statute; and,

WHEREAS, County of Winnebago owned River Bluff Nursing Home is in need of a new contract for therapy services for its residents; and,

WHEREAS, in February of 2023, the County Purchasing Department solicited Request for Proposals for 23P-2237 Therapy Services and received seven vendor proposals from qualified professional vendors; and,

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the Proposal Tab, Resolution Exhibit A, for the aforementioned project and recommends awarding the contract as follows:

SELECT REHABILITATION, LLC.
2600 COMPASS ROAD
GLENVIEW, ILLINOIS 60026

NOW, THEREFORE, BE IT RESOLVED, that the County Board of the County of Winnebago, Illinois that the River Bluff Nursing Home Administrator is authorized to execute an agreement, similar in language to Resolution Exhibit B, on behalf of the County of Winnebago, with SELECT REHABILITATION, LLC., 2600 COMPASS ROAD, GLENVIEW, ILLINOIS, 60026.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the River Bluff Nursing Home Administrator, Director of Purchasing, Board Office, Finance Director and County Auditor.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIR

KEITH McDONALD, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of

Winnebago, Illinois this ____ day of _____ 2023.

ATTESTED BY:

JOSEPH CHIARELLI
CHAIR OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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

REQUEST FOR PROPOSAL TAB
THERAPY SERVICES FOR RBNH
RFP #23P-2267 – MARCH 22, 2023 – 3:00 PM

VENDORS		
Powerback Rehabilitation, LLC.	Select Rehabilitation, LLC.	Consonus Rehab
Infinity Rehab	HealthPro Heritage, LLC.	Functional Pathways
Hope Clinical Care		

Therapy Services Agreement

THIS AGREEMENT made and entered into by and between SELECT REHABILITATION, LLC a Delaware corporation (hereinafter referred to as “SELECT REHABILITATION”) and County of Winnebago, d/b/a River Bluff Nursing Home, a skilled nursing facility located at 4401 North Main Street, Rockford, IL 61103, hereinafter referred to as the “Facility”) (collectively referred to as the “Parties”).

WHEREAS, Select Rehabilitation is in the business of providing rehabilitation therapy services in health care facilities; and

WHEREAS, the Facility has limited experience, expertise or personnel for the operation of a comprehensive interdisciplinary rehabilitation program and desires to engage an outside entity to provide therapy services to patients at the Facility; and

WHEREAS, Select Rehabilitation desires to provide rehabilitation therapy services to patients of the Facility.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the Parties hereto agree as follows:

1. **Duties and Obligations of Select Rehabilitation.**

- a) Select Rehabilitation shall make available to the Facility on an as needed basis the professional services of fully credentialed therapists in the areas of physical therapy, occupational therapy, and speech language pathology services to perform therapy services under the terms and conditions of this Agreement. The hours of service will be normal business hours six (6) days a week. 6th day will be serviced as clinically appropriate for patient care.
- b) Select Rehabilitation shall provide the Facility evidence of each therapist’s qualifications, including licensure certifications and registrations where applicable. Select Rehabilitation will complete criminal background/fingerprint checks for employees which will be made available to Facility upon request.
- c) All services provided by Select Rehabilitation will be in accordance with professional standards and applicable governmental, accrediting or third-party reimbursement standards. If, in Facility’s reasonable judgment, any Select Rehabilitation therapist or other personnel has failed to adequately perform their material job responsibilities or has failed to act in accordance with applicable standards of professional or ethical conduct, Facility shall notify Select Rehabilitation in writing. Select Rehabilitation shall investigate such claim and notify Facility of the result of its investigation within a reasonable time. If, in the Facility’s reasonable judgment, the performance of the identified individual remains unsatisfactory, Facility shall notify Select Rehabilitation and that individual will be removed from providing services at the Facility.
- d) Select Rehabilitation shall conduct therapy evaluations upon receipt of a written order from a Facility resident’s physician. The evaluations shall include a recommended plan of care, including duration and frequency of treatment, and shall be completed and submitted to the physician for review and certification within 48 hours of receipt of a written order. Select Rehabilitation shall reply on written orders received from a Facility resident’s physician to indicate medical necessity of therapy services.

- e) Upon receipt of a written order for therapy treatment from a Facility resident's physician, Select Rehabilitation shall provide treatment in a timely manner, in accordance with the physician's plan of care.
- f) Select Rehabilitation shall update the medical record of a Facility resident, including but not limited to evaluation and progress notes, treatment logs, care plan additions and updates, and any other relevant and required information, within 24 hours of providing therapy services to the resident.
- g) Select Rehabilitation shall communicate verbally and in writing with a Facility resident's physician and other health care professionals involved in the resident's care, as appropriate, observations as to progress and expected goals and treatment.
- h) Select Rehabilitation shall provide Facility with accurate treatment and Assessment Reference Date (ARD) information necessary to complete the Minimum Data Set (MDS), including information necessary to complete MDS section GG, within a reasonable time period to be set by Facility.
- i) Select Rehabilitation shall provide timely and periodic screenings per quarterly MDS schedule or as needed to all residents of Facility and address any declines per the MDS or other relevant documentation as it pertains to rehabilitation.
- j) Upon request of Facility, Select Rehabilitation shall provide appropriate consultation to Facility staff and in-service education on therapy topics related to treatment of Facility residents.
- k) Select Rehabilitation shall provide mutually acceptable staffing levels to meet the Facility's rehabilitation requirements and shall ensure that its staffing is able and flexible to meet the demands of a variable rehabilitation census.
- l) Select Rehabilitation shall participate in Facility utilization reviews which will monitor length of stays, appropriateness of rehabilitation services, and discharge planning in accordance with Prospective Payment System (PPS)/Medicare and third-party payer requirements. Select Rehabilitation shall manage Medicare Resource Utilization Groups IV (RUGs)/PPS, Patient Driven Payment Model (PDPM), as it pertains to rehabilitation services in an appropriate and timely manner.
- m) Select Rehabilitation shall provide quality "client-centered" resident care with a focus on customer service and participate in service recovery issues, as appropriate.
- n) Select Rehabilitation shall develop and participate in "client-centered" programs, such as Falls Management, Wound Care, Seating/Positioning, Restorative Dining, etc., as needed.
- o) Select Rehabilitation shall promote utilization of Nursing Restorative Services and Physical Rehabilitation Services in accordance with the RUGs/PPS, PDPM or Medicare Part B/third-party payer regulations, which shall be provided according to the plan of care determined by the Facility resident's physician.
- p) Select Rehabilitation shall participate in interdisciplinary patient care conferences for the Medicare certified unit and the long-term care units, as appropriate.
- q) Select Rehabilitation shall conduct quarterly quality assurance audits to ensure that rehabilitation procedures and processes are in compliance with federal and state regulations and Facility policies and procedures. Audits may include, but not be limited to, documentation, timeliness of evaluations, progress notes and discharge summaries,

and other performance improvement activities. Such audit records shall remain the property of Select Rehabilitation, but shall be made available to Facility for review and copying upon request.

- r) Select Rehabilitation shall have in place a corporate compliance policy that meets federal and state regulations.

2. **Obligations of the Facility**

- a) The Facility shall set aside for the exclusive use of Select Rehabilitation adequate work and storage areas for the provision of the therapy services and shall provide therapy related equipment and supplies needed to provide the services contemplated by this Agreement. Access to a working telephone and a copy machine shall be provided by the Facility for use by Select Rehabilitation for the sole purpose of providing services to the Facility hereunder. The maintenance of, and the provision of utilities to, the designated area shall be the sole responsibility of the Facility. The Facility shall designate its Administrator to serve as a Liaison with Select Rehabilitation.
- b) The Facility shall complete and submit the Minimum Data Set in accordance with the standards and timelines set forth in the Federal Register. The Facility shall use its best efforts to market its rehabilitation program and maintain a patient base to support a full time discharge oriented rehabilitation program and adequate patient case mix.
- c) The Facility shall maintain full administrative and professional responsibility for the treatment and care of the residents receiving therapy services.
- d) The Facility shall be responsible for obtaining and maintaining in the Facility's medical record written and signed copies of attending physician's orders for each resident who requires therapy services within 24 hours of request for all residents identified as requiring therapy services.
- e) The Facility agrees that, during the term of this Agreement, the Facility will not contract with any other party to provide physical therapy, occupational therapy, or speech language pathology services within the Facility.

3. **Records**

- a) Select Rehabilitation shall document the services rendered by Select Rehabilitation to patients at the Facility, as may be reasonably required by the Facility, and consistent with the rules for documenting services of federal or state governmental payers, or third-party payers. Select Rehabilitation shall submit to Facility accurate billing information for Medicare and third-party payers immediately following the month of service or as mutually agreed upon by the Parties. Select Rehabilitation shall provide all documentation for billings to Medicare or third-party payers to Facility in a mutually agreed format.
- b) Select Rehabilitation and the Facility shall maintain the confidentiality of patient records, Select Rehabilitation records and Facility records in accordance with applicable law and industry standards. The Facility shall maintain full responsibility for the maintenance and storage of all medical records, including therapy records and physicians orders for therapy services, both during the terms of this Agreement and at all times following the term of this Agreement.

- c) Upon execution by both Parties of a mutually agreeable Business Associate Agreement, the Facility shall promptly make available to Select Rehabilitation all patient records for review and inspection necessary for the proper provision of services.
- d) Until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, Select Rehabilitation agrees to make available, upon written request from the Secretary of Health and Human Services or any of their duly authorized representatives, this Agreement and books, documents, and records of Select Rehabilitation necessary to verify the extent of costs incurred by the Facility under this Agreement.

4. **Select Rehabilitation's Written & Electronic Materials**

During the term of this Agreement and at all times thereafter, the Facility shall not disclose, communicate or divulge to (except to the extent such disclosure is required by law (including, but not limited to, a disclosure required under the Freedom of Information Act)), or use for the direct or indirect benefit of, any person, firm, association or company, any written or electronic materials of Select Rehabilitation, including, but not limited to, any manuals, policies, procedures, or educational materials, made available to the Facility by Select Rehabilitation or acquired by the Facility during the term of this Agreement. During the term of this Agreement and at all times thereafter, the above Written or Electronic Materials will remain the property of Select Rehabilitation. Upon the termination of this Agreement for any reason whatsoever, the Facility and any and all of its employees, agents or representatives will return to Select Rehabilitation all copies of the written or electronic materials in their possession. The Parties acknowledge that the restrictions contained in this Section 4 are reasonable and, in the event of a violation thereof, Select Rehabilitation shall be entitled to, in addition to any and all other forms of relief, preliminary and permanent injunctive relief, which rights shall be cumulative and in addition to any other rights or remedies to which Select Rehabilitation may be entitled. The Parties acknowledge that the written and electronic materials described in this section do not include patient specific medical records.

5. **Restrictions on Hiring**

The Facility agrees that during the term of this Agreement and for a period of one (1) year after termination of this Agreement for any reason whatsoever, neither the Facility nor any affiliate of the Facility, shall directly or indirectly: (a) employ or contract with or contract for the services of, or otherwise utilize the services of, any individual who is an employee or independent contractor of Select Rehabilitation or who was an employee or independent contractor of Select Rehabilitation at any time during the one (1) year period prior to the termination of this Agreement or (b) contract with any person or entity in which any such individual described in clause (a) above has an interest as a principal, partner, director, officer, agent, employee, consultant, contractor or otherwise with any such person or entity. Facility agrees that, during the term of this Agreement and for a period of one (1) year after the termination of this Agreement for any reason whatsoever, neither the Facility nor any affiliate of the Facility shall, directly or indirectly, induce or attempt to influence any employee or contractor of Select Rehabilitation to terminate his or her relationship with Select Rehabilitation or his or her employer. Facility acknowledges that the restrictions set forth in the Section 5, in view of the nature of the business in which Select Rehabilitation is engaged, are reasonable and necessary to protect the legitimate interests of Select Rehabilitation and that any violation thereof would result in irreparable injuries to Select Rehabilitation and Facility agrees that Select Rehabilitation shall be entitled to injunctive relief, in addition to all other rights and remedies available to Select Rehabilitation at law or in equity to enforce the terms of this Section 5. Facility and Select Rehabilitation further agree that it will be difficult to fix the exact amount of damages suffered by Select Rehabilitation in the event of a breach by the Facility of under this Paragraph 5 and accordingly agree to liquidated damages to Select Rehabilitation in an amount equal to 70% of the employee's or contractor's annual salary. If any court or competent jurisdiction shall determine that any of the foregoing restraints are too

broad as to the nature, scope, duration or geographic area covered, such restraints shall be reduced to the extent required to render them valid or enforceable.

6. **Term and Termination**

Term. The term of this Agreement shall commence on _____, (“the Commencement Date”) and shall continue for a period of one (1) year thereafter (the “Initial Term”), unless sooner terminated in accordance with the provisions of this Section. The term of this Agreement shall be extended automatically for additional one (1) year periods, unless either party provides the other party with written notice no less than sixty (60) days prior to the expiration of the Contract Term. Either party may at any time terminate this Agreement for cause (as defined below) upon ten (10) days prior written notice to the other party, which notice shall state the cause for termination and specify the effective day of such termination, and the party receiving such notice shall have the right within such ten (10) days to cure the alleged default to the reasonable satisfaction of the party giving notice, provided, however, that termination shall be effective immediately upon receipt of notice of termination for any cause stated in (a) (ii), (b) (iii), (b) (iv) or (b) (v) of this section. The Facility agrees to waive its rights to terminate this Agreement for any period in which its payment for services are not made in accordance with this Agreement. Select Rehabilitation reserves the right to terminate this Agreement and remove all therapy staff from the Facility, if payment terms are not met, with ten (10) days prior notice to the Facility.

- a) Facility. For the Facility, cause shall include (i) material breach by Select Rehabilitation of any of its obligations under this Agreement or any Business Associate Agreement entered into between Select Rehabilitation and the Facility or (ii) if Select Rehabilitation is dissolved or liquidated, or shall apply for or consent to the appointment of a receiver, trustee, or liquidator for Select Rehabilitation or all or a substantial part of the assets of Select Rehabilitation, file a voluntary petition in bankruptcy, make a general assignment for the benefit of creditors, file a petition of an answer seeking reorganization of arrangement with creditors or to take advantage of any insolvency law, or if an order, judgment or decree shall be entered by a court of competent jurisdiction, on the application of a creditor, adjudicating Select Rehabilitation as bankrupt or insolvent or approving a petition seeking reorganization of said party or appointing a receiver, trustee or liquidator for Select Rehabilitation or all or a substantial part of its assets, and such order, judgment or decree shall continue unstayed in effect for a period of thirty (30) consecutive days.
- b) Select Rehabilitation. For Select Rehabilitation cause shall include, (i) failure of the Facility to compensate Select Rehabilitation when due in accordance with the terms of this Agreement; (ii) a material breach by the Facility of any of its other obligations under this Agreement; (iii) the Facility ceasing to be a duly licensed skilled nursing facility or its exclusion from or failure to maintain participation in the Medicare or Medicaid program; (iv) the failure of Facility to submit MDS data on a timely and accurate basis (v) if either the Facility or its owner is dissolved or liquidated or shall apply for or consent to the appointment of a receiver, trustee or liquidator of the Facility or its owner or all or a substantial part of the assets of the Facility or its owner, file a voluntary petition in bankruptcy, make a general assignment for the benefit of creditors, file a petition of an answer seeking reorganization of arrangement with creditors, or to take advantage of any insolvency law, or if an order, judgment or decree shall be entered by a court of competent jurisdiction, on the application of a creditor, adjudicating said party as bankrupt or insolvent or approving a petition seeking reorganization of said party or appointing a receiver, trustee or liquidator for said party or all or a substantial part of its assets, and such order, judgment or decree shall continue unstayed for a period of thirty (30) consecutive days.

7. **Compensation**

- a) The Facility agrees to compensate Select Rehabilitation for services rendered to the Facility's Medicare Part A and managed care residents subject to a PDPM reimbursement system, according to the fee schedule set forth in Exhibit A. Select Rehabilitation agrees to provide the Facility with resident specific therapy logs documenting the number of minutes per day of therapy provided to each resident. If the submission date for the MDS 3.0 transmission (as specified in The Federal Register, Section I 889 (e) (6) of the Act) is missed by the Facility and by no fault of Select Rehabilitation, the Facility agrees to compensate Select Rehabilitation for the full amount of documented therapy minutes provided to that resident, regardless of reimbursement to the Facility.
- b) Select Rehabilitation will be compensated by the Facility for services rendered from the first day of the month to the last day of the month (hereinafter known as the "billing period") according to invoices submitted to the Facility as set forth in the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* If a credit card is used for payment of Select Rehabilitation invoices, the credit card processing fee will be paid by the Facility. The Facility shall be solely responsible for billing the Facility's residents and/or their respective governmental or other third party payers and insurers for services provided to the Facility's residents by Select Rehabilitation unless otherwise required by applicable federal or state law, rules or regulations or third party payers. At Select Rehabilitation's request, the Facility shall provide evidence of actual amounts billed to and/or received from Medicare. This evidence may include, but is not limited to, CMS Form UB04 and/or remittance advices received from Medicare or the appropriate Medicare Administrative Contractor (MAC). The Facility shall be solely responsible for timely completion and reporting of patient assessment certifications required by Medicare and any state Medicaid agency. In the event of a change in ownership of the Facility, the Facility agrees that all outstanding amounts due Select Rehabilitation will be paid to Select Rehabilitation prior to the effective date of such change in ownership. In the event of termination of this Agreement, Select Rehabilitation shall be entitled to compensation for any services provided up to the effective date of such termination.
- c) Select Rehabilitation shall be compensated for Medicare Part B, private pay, insurance and all other payer sources according to Exhibit B. The terms for compensation and invoice shall be the same as for those in Exhibit A.

8. **Change in Regulatory Environment**

The Parties have entered into this Agreement based upon the regulatory framework in effect on the date of the execution of this Agreement. In the event that new laws, rules or regulations materially change the economics of providing the services contemplated hereunder, then the Parties agree to negotiate in good faith for at least sixty (60) days in an effort to reach a mutually acceptable realignment of interests. If the Parties are unable to reach agreement at the end of said sixty (60) day period, then either party may terminate this Agreement upon sixty (60) days written notice to the other.

9. **Independent Contractor Relationship**

Neither party shall be construed in any manner whatsoever to be an employee, agent, or partner of the other. Select Rehabilitation is an independent contractor of the Facility for purposes of this Agreement. The Facility retains ultimate responsibility for all care provided to its parties and for compliance with its duties and responsibilities vested in the Facility by law.

10. **Insurance**

During the term of this Agreement, Select Rehabilitation shall maintain professional liability insurance coverage not less than Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate, and worker's compensation insurance as required in the state in which the Facility is located. During the term of this Agreement, the Facility shall be self-insured.

11. **Indemnification**

The Facility shall indemnify and hold Select Rehabilitation harmless from and against all claims, demands, costs, expenses, liabilities and losses (including reasonable attorneys' fees) which may result against Select Rehabilitation as a consequence of any alleged malfeasance, neglect or medical malpractice caused or alleged to be caused by the Facility, its employees, agents, or contractors. Select Rehabilitation shall indemnify and hold the Facility harmless from and against all claims, demands, costs, expenses, liabilities and losses (including reasonable attorney's fees) which may result against the Facility as a consequence of any alleged medical malpractice, malfeasance or neglect caused or alleged to be caused by Select Rehabilitation, its employees, agents or contractors, in connection with the performance of services pursuant to this Agreement.

12. **Medical Necessity Denials**

Select Rehab shall indemnify the Facility for medical necessity denials, notwithstanding anything in this Agreement to the contrary, Select Rehabilitation's liability under this Section shall include only those amounts with respect to Medicare direct services that have been billed to the Facility and that have been retroactively denied or rejected for reimbursement solely due to a determination that such services were not medically necessary. Select Rehabilitation will be liable for such denials only to the extent that the Facility has been unsuccessful in recovering amounts with respect to such denials through the appeals process and all appeals have been exhausted. Select Rehabilitation's liability under this Section shall not include any amounts attributable to the Facility's administrative charges and shall be limited to only direct charges for services by Select Rehabilitation. Notwithstanding anything in this Agreement to the contrary, any denial caused by or resulting from the failure of the Facility, its employees or agents to (i) comply with any provision of this Agreement or federal or state law or regulation, (ii) correctly bill Medicare, the Medicare Administrative Contractor (MAC) or any third party payer, (iii) correctly determine or communicate to Select Rehabilitation a resident's eligibility for coverage or change in such status shall be the sole responsibility of the Facility. Without limiting the foregoing, the obligations of Select Rehabilitation under this Section are subject to the following conditions (A) the Facility shall not take any action inconsistent with any appeal of a denial, and (B) the Facility shall promptly notify Select Rehabilitation of any denial, and in any event within five (5) days of receipt of any Denial Notice or Additional Development Request or Request for Additional Information, and (C) the Facility shall not be in default of any of its material obligations to Select Rehabilitation under this agreement.

13. **Attorneys' Fees**

The Parties agree that in connection with any litigation or arbitration involving any controversy, dispute, or claim arising out of or in connection with either Party's enforcement of any of the terms or provisions contained in this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party in addition to the relief granted, all of its costs incurred, including reasonable attorneys' fees and expenses.

14. **Notice**

Any notice made or required to be given pursuant to this Agreement shall be in writing and shall be considered effective as of the date either mailed by certified or registered mail, postage prepaid, return receipt requested, or sent by nationally recognized overnight courier service.

If to Facility: River Bluff Nursing Home
4401 North Main St.
Rockford, IL 61103
Attention: Administrator

With a Copy to: Winnebago County Purchasing Department
404 Elm Stret, Room 202
Rockford, IL 61101
Attention: Director of Purchasing

If to Select Rehabilitation:

Select Rehabilitation, LLC
2600 Compass Rd.
Glenview, IL 60026
Attention: Privacy Officer

15. **Civil Rights**

Select Rehabilitation agrees to comply with Title VI of the Civil Rights Act of 1964 and all regulations promulgated pursuant thereto.

16. **Compliance with Laws and Regulations**

The Parties agree to be bound by and comply with all applicable state and federal laws and regulations in effect from time to time.

17. **Assignment; Entire Agreement; Amendment; Waiver**

This Agreement contains the entire understanding of the Parties to this Agreement with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings. Each party to this Agreement acknowledges that no representations, inducement, promises, or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. The obligations of Facility contained in this Agreement shall be binding upon Facility, as well as Facility's successors and assigns (hereinafter defined) regardless of any actual or constructive notice to them. "Successors and assigns" shall mean any successor pursuant to a merger, consolidation, sale or other transfer of all or substantially all of the assets or equity of Facility. Facility agrees to specifically include in any merger, consolidation, sale or other transfer agreement that Facility's obligations under this Agreement shall be binding upon Facility's successors and assigns. Any modification of the Agreement shall be effective only if it is in writing and signed by all parties to this Agreement. The failure or delay by a party at any time to require performance of any provision of this Agreement shall not constitute a waiver of such provision and shall not affect the right of such party to require performance at a later date. No waiver shall be effective unless in writing and signed by the party asserted to have granted such waiver; Select Rehabilitation may not assign this

Agreement without the express written consent of the Facility, which consent shall not be unreasonably withheld.

18. **Severability**

Should any provision of this Agreement or application thereof be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law unless to do so would defeat the purpose of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Each party to this Agreement hereby consents to personal jurisdiction in any state or Federal Court located in Winnebago County, Illinois. The captions and headings set forth in this Agreement are for convenience and reference only and the words contained therein shall no way be held to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of this Agreement or any portion of this Agreement.

19. **Confidentiality**

It is understood that both Parties shall not disclose the terms of this Agreement to any person, corporation or entity other than the parties to the Agreement and/or Medicare and Medicaid or any government body or professional licensing organization which has jurisdiction over the Facility or its business, except to the extent such disclosure is required by law (including, but not limited to, a disclosure required under the Freedom of Information Act). Notwithstanding anything contained herein to the contrary, the nondisclosure provisions set forth in this Section 19 shall not apply to Section 5 of the Agreement and staff members performing services.

County of Winnebago
d/b/a River Bluff Nursing Home
4401 North Main Street
Rockford, IL 61103

SELECT REHABILITATION, LLC
2600 Compass Road
Glenview, IL 60026

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Compensation Schedule –

Medicare Part A and Skilled Managed Payers subject to a PDPM reimbursement Structure

Select Rehabilitation will be compensated at **35% of the therapy component** for residents whom the Facility is reimbursed for the therapy case mix component (PT and/or, OT, and/or ST) of the facility's PDPM reimbursement.

Managed Care Payers

Select Rehabilitation will be compensated at a rate of \$ 1.05 per minute of \$ 15.75 per unit.

Managed Medicaid or Medicaid

Select Rehabilitation will be compensated at a rate of \$.99 per minute for all direct patient care minutes.

EXHIBIT B

Medicare Part B

Select Rehabilitation will be compensated for therapy services rendered for Medicare Part B according to the following stated percentage of the Physician Fee Schedule that is geographically adjusted for the location of the Facility:

Select Rehabilitation Retention Percentage

68% of the geographically adjusted Physician Fee Schedule

Other Payer Sources

Select Rehabilitation will be compensated for therapy services rendered at a rate of \$.99 per minute.

Business Associate Agreement

This Business Associate Agreement ("BA Agreement"), effective _____ ("Effective Date"), is entered into by and between Select Rehabilitation, LLC ("Business Associate") and County of Winnebago d/b/a River Bluff Nursing Home ("Covered Entity" or "Facility") (each a "Party" and collectively the "Parties").

RECITALS

WHEREAS, the Parties have entered in to a Therapy Services Agreement ("Agreement") pursuant to which Business Associate is providing certain services ("Services") to the Covered Entity;

WHEREAS, in connection with the Services, Covered Entity may disclose to Business Associate certain protected health information ("PHI") that is subject to protection under applicable provisions of: (i) the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as amended ("HIPAA"); (ii) the privacy standards (at 45 C.F.R. Parts 160 and 164, subparts A and E (the "Privacy Rule") and security standards (at 45 C.F.R. Parts 160 and 164, subparts A and C (the "Security Rule") adopted by the U.S. Department of Health and Human Services ("HHS"); (iii) Subtitle D of the Health Information Technology for Economic and Clinical Health Act, Pub. L. 111-5 (the "HITECH Act"), including as implemented by 45 C.F.R. part 164, subpart D (the "Breach Notification Rule") and the regulations published at 78 Fed. Reg. 5566 (Jan. 25, 2013), adopted by HHS, all as they may be amended from time to time (collectively, the "HIPAA Rules");

WHEREAS, the HIPAA Rules require that Covered Entity receive assurance that Business Associate will comply with applicable obligations under the HIPAA Rules with respect to any PHI received from or on behalf of Covered Entity in the course of providing Services to Covered Entity; and

WHEREAS, the purpose of this BA Agreement is to comply with the requirements of the HIPAA Rules.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.1 Business Associate Relationship

The Parties acknowledge that Select Rehabilitation is a health care provider and the services rendered under the Agreement constitute Treatment services. The Parties further acknowledge that Facility is a Covered Entity as such term is defined under the HIPAA Rules (as defined below). Under 45 C.F.R. § 160.103, individuals and entities other than members of Facility's workforce who perform or assist in the performance of functions or activities on behalf of Facility that involve the Use and Disclosure of Protected Health Information are deemed "Business Associates" of Facility. The HIPAA Rules require that the relationship between Covered Entities and Business Associates include a written agreement defining the terms and conditions under which Business Associates will have access to and use of Facility's Protected Health Information. To the extent that any of the Services performed by Select Rehabilitation under this Agreement qualify as Business Associate services on behalf of Facility, the Parties agree to abide by the obligations under this BA Agreement.

1.2 Definitions

The following capitalized terms used in this Section shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health

Information, Required By Law, Secretary, Security Incident, Subcontractor, Treatment, Unsecured Protected Health Information, and Use.

Specific definitions include:

- a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this BA Agreement, shall mean Select Rehabilitation.
- b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this BA Agreement, shall mean Facility.
- c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- d) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, however, as used in this BA Agreement, the application shall be limited to information that is created, received, transmitted or maintained by Select Rehabilitation on behalf of Facility.

1.3 Obligations and Activities of Business Associate

Business Associate agrees to:

- a) Not Use or Disclose Protected Health Information other than as permitted or required by the Agreement, this BA Agreement or as Required By Law;
- b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by the Agreement or this BA Agreement;
- c) Report to Covered Entity any Use or Disclosure of Protected Health Information not provided for by the Agreement or this BA Agreement of which it becomes aware, including Breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any Security Incident of which it becomes aware. The Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing occurrence of events that may constitute Security Incidents, but that are trivial, routine, do not constitute a material threat to the security of Protected Health Information, and do not result in unauthorized access to, Use or Disclosure of Protected Health Information (such as, but not limited to, typical pings and port scans), for which no additional notice to Covered Entity shall be required;
- d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- e) To the extent that Business Associate maintains any Protected Health Information in a Designated Record Set on behalf of Facility, Business Associate agrees to make available such Protected Health Information to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524; provided, however, that Business Associate shall not be required to provide such access if the Protected Health Information contained

in a Designated Record Set is duplicative of the Protected Health Information maintained by Facility. If an Individual makes a request for access directly to Business Associate, or inquiries about his or her rights of access, Business Associate will either forward such request to Facility or direct the Individual to Facility;

- f) To the extent that Business Associate maintains any Protected Health Information in a Designated Record Set on behalf of Facility, Business Associate agrees to coordinate with Facility in the determination of whether the requested amendment to the Protected Health Information maintained by Business Associate is acceptable. If the Parties agree to the amendment pursuant to 45 CFR 164.526, Business Associate shall make any amendment(s) to such Protected Health Information as directed by the Covered Entity, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526. If an Individual makes a request for amendment directly to Business Associate, or inquiries about his or her rights to amend, Business Associate will either forward such request to Facility or direct the Individual to Facility;
- g) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;
- h) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
- i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

1.4 Permitted Uses and Disclosures by Business Associate

- a) Business Associate may Use or Disclose Protected Health Information as necessary to perform the services set forth in this BA Agreement. Except as otherwise limited in this BA Agreement, Business Associate may Use Protected Health Information to provide Data Aggregation for the Health Care Operations of Covered Entity; may Use, analyze or Disclose Protected Health Information in its possession for public health activities and purposes set forth in 45 C.F.R. § 164.512(b); and de-identify any Protected Health Information provided Business Associate implements de-identification criteria as set forth in 45 C.F.R. § 164.514(b).
- b) Business Associate may Use or Disclose Protected Health Information as Required By Law.
- c) Business Associate agrees to make Uses and Disclosures and requests for Protected Health Information consistent with Covered Entity's Minimum Necessary policies and procedures.
- d) Business Associate may not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity except for the specific Uses and Disclosures set forth below.
- e) Business Associate may Use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

- f) Business Associate may Disclose Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the Disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that the information will remain confidential and Used or further Disclosed only As Required By Law or for the purposes for which it was Disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

1.5 Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- a) Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information.
- b) Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to Use or Disclose his or her Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information.
- c) Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.

1.6 Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity, except that Business Associate may Use or Disclose Protected Health Information for Data Aggregation, or management and administration and legal responsibilities of the Business Associate as set forth above.

1.7 Termination of Agreement

- a) Termination for Cause. Covered Entity may terminate this BA Agreement, if Covered Entity determines Business Associate has violated a material term of this Section, and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity. The Covered Entity will provide Business Associate with a reasonable opportunity to cure a violation or breach of this Section before termination for cause.
- b) Obligations of Business Associate Upon Termination.

Upon termination of this BA Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

1. Retain only that Protected Health Information necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

2. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that the Business Associate still maintains in any form;
 3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent Use or Disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;
 4. Not Use or Disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at Section 1.4 which applied prior to termination; and
 5. Return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- c) Survival. The obligations of Business Associate under this Section 1.7 shall survive the termination of this BA Agreement.

1.8 Compliance with EDI Rule and other Aspects of Administrative Simplification Regulations

In the event that Business Associate engages in any Standard Transactions on behalf of Facility, Business Associate agrees that, on behalf of the Facility, it will perform the following transaction for which a standard has been developed under the EDI Rules (Standard Transactions):

Any Standard Transaction that Business Associate could reasonably be expected to perform in the ordinary course of its functions on behalf of the Facility.

To the extent applicable, Business Associate agrees that it will comply with all applicable EDI standards no later than the date that the EDI Rule becomes effective with regard to Business Associate. Business Associate further agrees that it will use its best efforts to comply with all applicable regulatory provisions in addition to the EDI Rules and the HIPAA Rules that are promulgated pursuant to the Administrative Simplification Subtitle of HIPAA, no later than the date such provisions become effective with regard to Business Associate.

1.9 Miscellaneous

- a) Regulatory References. A reference in this Section to a section in the HIPAA Rules means the section as in effect or as amended.
- b) Amendment. The Parties agree to take such action as is necessary to amend this BA Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules, HITECH Standards and any other applicable law. The Parties may agree to amend this BA Agreement from time to time in any other respect that they deem appropriate
- c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules and HITECH Standards.
- d) Notices. All notices pertaining to this BA Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed below or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by

certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate Party as follows:

If to Covered Entity:
County of Winnebago
d/b/a River Bluff Nursing Home
4401 North Main Street
Rockford, IL 61103
ATTN:

With a Copy to: Winnebago County Purchasing Department
404 Elm Stret, Room 202
Rockford, IL 61101
Attention: Director of Purchasing

If to Business Associate:
Select Rehabilitation, LLC
2600 Compass Road
Glenview, IL 60026
ATTN: Privacy Officer

- e) No Third Party Beneficiaries. Nothing in this BA Agreement shall be considered or construed as conferring any right or benefit on a person not party to this BA Agreement nor imposing any obligations on either Party hereto to persons not a party to this BA Agreement.
- f) No Agency. Unless the context of the relationship specifically requires otherwise, Business Associate shall not be deemed to be the common law agent of the Covered Entity.

Agreed to:

BUSINESS ASSOCIATE

COVERED ENTITY

By: _____

By: _____

Name: Anna Gardina Wolfe

Name: _____

Title: CEO

Title: _____

Date: _____

Date: _____



Resolution Executive Summary

Prepared By: Purchasing Department for River Bluff Nursing Home
Committee: Operations and Administrative Committee
Committee Date: July 6, 2023
Board Meeting Date: July 13, 2023
Resolution Title: Resolution to Approve New Laundry and Linen Services at River Bluff Nursing Home

Was item budgeted? Yes	Appropriation Amount: N/A
If not, explain funding source:	
ORG/OBJ/Project Code: 73500 - 42290	Descriptor: RBNH Laundry Service

Background Information: In April of 2010, a dryer fire spread through a vent to the roof of River Bluff, causing extensive damage to the on-site laundry room and equipment. Immediately after the fire, management contracted with Superior Health Linens for all on-site laundry service needs as an emergency purchase. The laundry room was converted into the maintenance room.

In 2017, Purchasing issued Request for Proposal 17P-2113 for Laundry and Linen Services. A total of three proposals were received, with EcoBrite Linen being awarded the five-year contract.

In early 2023, Purchasing again issued a Request for Proposal 23P-2268 for Laundry and Linen Services. The RFP was widely advertised. There were only two proposals received, which were both deemed to be non-responsive. At that point, Purchasing began exploring possible alternatives to the RFP process. Research was conducted, local nursing homes and nursing homes in other Illinois counties were contacted to learn how they handle their laundry needs, all in search of finding potential vendors. Almost all stated they use their own in-house laundry equipment and staff. Unfortunately for River Bluff, building codes have become too restricted to consider remodeling the 1972 building to house a new laundry room, at this time.

While Purchasing was exploring alternatives, River Bluff has been operating month to month with EcoBrite at a significant rate increase. EcoBrite has also notified us that they want to discontinue service as soon as possible. Additionally, EcoBrite's quality of service has declined lately.

Healthcare Linen Services Group, formally Superior Health Linens, was contacted since they have worked with RBNH after the fire for several years. They presented services proposal which includes the following:

- 2 FTE, including a working Supervisor, under their employ, that will be housed at River Bluff for internalized control.
- An inventory control process, which includes a UV light system, which lowers microbial count.
- Onsite portal to order items ahead of time and to track usage and quality.

Recommendation: At their June 20 meeting, the RBNH Board of Directors discussed the new services and recommends awarding vendor agreement.

Legal Review: State's Attorney's Office has reviewed, revised and approved the final agreements, Resolution Exhibit A and Resolution Exhibit B.

Follow-Up: Purchasing will award the new agreements and issue EcoBrite a contract termination notice.

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

Sponsored by: Keith McDonald, Committee Chairman
Submitted by: Operations and Administrative Committee

2023 CR

RESOLUTION TO APPROVE NEW LAUNDRY AND LINEN SERVICES AT RIVER BLUFF NURSING HOME

WHEREAS, County of Winnebago owned River Bluff Nursing Home is in need of a new laundry and linen services provider for its residents; and,

WHEREAS, in February of 2023, the Winnebago County Purchasing Department solicited Request for Proposals for 23P-2268 Laundry and Linen Services and received two non-responsive proposals that were unable to provide the services required; and,

WHEREAS, research was conducted and a former vendor is able to provide the required services at fair and reasonable rates; and,

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the Laundry and Linen Services Agreements, Resolution Exhibit A and Resolution Exhibit B, for the aforementioned project and recommends awarding the agreements as follows:

HEALTHCARE LINEN SERVICES GROUP
255 38th AVENUE, SUITE M
ST. CHARLES, ILLINOIS 60174

NOW, THEREFORE, BE IT RESOLVED, that the County Board of the County of Winnebago, Illinois that the River Bluff Nursing Home Administrator is authorized to execute agreements, similar in language to Resolution Exhibits A and B, on behalf of the County of Winnebago, with HEALTHCARE LINEN SERVICES GROUP, 255 38th AVENUE, SUITE M, ST. CHARLES, ILLINOIS 60174.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the River Bluff Nursing Home Administrator, Director of Purchasing, Board Office, Finance Director and County Auditor.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIR

KEITH McDONALD, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of

Winnebago, Illinois this ____ day of _____ 2023.

ATTESTED BY:

JOSEPH CHIARELLI
CHAIR OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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

LINEN SERVICE AGREEMENT

This Linen Service Agreement (“**Agreement**”) is made and entered into as of the 1st day of _____, 2023 (the “Effective Date”) and between Superior Health Linens, LLC (herein referred to as “**Superior**”), a Wisconsin limited liability company, with its principal place of business located at 2580 Foxfield Road, St. Charles, IL 60174, and County of Winnebago d/b/a River Bluff Nursing Home (herein referred to as “**Customer**”), with the County’s principal place of business located at 404 Elm Street, Rockford, IL 61101 and River Bluff Nursing Home located at 4401 N. Main Street, Rockford, Illinois 61103; each a “**Party**” and together the “**Parties**”.

WHEREAS, Superior provides laundry and related services to commercial customers and is willing to provide such services to Customer; and

WHEREAS, Customer desires to purchase laundry services exclusively from Superior during the term of this Agreement; and

WHEREAS, Superior is willing to provide laundry service to Customer on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **Superior Capabilities.** During the Term (as defined below), Superior shall provide laundry services to Customer as described in this Agreement and Exhibits A and B attached hereto and incorporated herein by this reference (the “Services”).

2. **Superior Services.**

2.1 Superior will provide Customer with linens used at Customer’s facility as set forth in **Exhibit A** to this Agreement.

2.2 Superior shall provide recyclable, durable plastic bags at a cost as set forth on **Exhibit B** to this Agreement.

2.3 Superior will sort and inspect clean linen for stains or items requiring mending.

3. **Laundry Services.** Superior will provide laundry services for the linen items set forth on **Exhibit A** supplied by Superior or submitted by Customer. Laundry services shall include all activities customarily associated with laundering, including washing, drying, flat work ironing, folding, and packing in carts. Superior shall pick up soiled items from Customer at one location in Customer’s facility. Superior will deliver clean linen to one central location at Customer’s facility. Delivery schedules will be mutually agreed upon and will not be changed without prior written consent of the parties.

4. **Price.** The price for all services provided by Superior under this Agreement, including providing the linen items and delivery are set forth on **Exhibit B**. Except as it may otherwise be set forth in Exhibit B, and prior to additional incurred costs, Superior shall notify the Customer in writing of any increase in pricing within thirty (30) days and the Customer shall accept or reject the increase in writing. If customer rejects any increase, Superior shall reserve the right to terminate this agreement with sixty (60) days written notice. However, if no funds or insufficient funds are appropriated and budgeted in any fiscal period of the Customer

for payments to be made under this Agreement, then the Customer will notify Superior in writing of that occurrence, and this Agreement may terminate if mutually agreed upon by both parties in writing, on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payment for services completed to the date of notification will be made to Superior except that no payments will be made or due to Superior under this Agreement beyond those amounts appropriated and budgeted by the Customer to fund payments under this Agreement.

5. **Documentation.** Superior shall provide to Customer a delivery note with weights on each delivery. Superior will provide Customer with a weekly invoice for services rendered during the preceding week. In the week following any week with a National Holiday, Superior will invoice customer the average weekly pounds from the prior eight (8) weeks service, and Customer shall pay for such pounds. The Customer will make payment for all invoices pursuant to 50 ILCS 505/1 et seq., Local Government Prompt Payment Act. During the Term, Customer shall give Superior and its representative's reasonable access to Customer's premises for Superior to count, inventory and assess its linens in Customer's possession.

6. **Initial Term.** Unless earlier terminated or County funds not budgeted as set forth herein, the initial term of the agreement shall be five (5) years commencing on the Effective Date (the "Initial Term"). The Initial Term and any renewal terms hereunder shall be referred to as the "Term."

7. **Renewal Term.** This Agreement shall automatically renew for two (2) additional one (1) year periods (unless earlier terminated as set forth herein), unless either Party gives the other Party written notice of its intent to terminate this Agreement at least ninety (90) days prior to the expiration of the Initial Term or any renewal term of this Agreement.

8. **Government Records Review.** The parties agree that they shall make available upon written request to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") or upon request the Comptroller General of the United States (the "Comptroller General" or any of their duly authorized representatives), this Agreement, including amendments hereto, and their books, documents, and records as and to the extent necessary to verify the nature and extent of the payments made hereunder. Said access shall be limited to a period of four (4) years after the furnishing of services hereunder and shall be in accordance with the written regulations established by the Secretary of the U.S Department of Health and Human Services. The Parties further agree that, if they provide any of their duties under this Agreement through a subcontract having a value or cost of \$10,000 or more over a twelve-month period with a related organization, they will include in each subcontract the substance of this paragraph.

9. **Confidential Information.**

9.1 Superior recognizes that Customer has patient health information and other proprietary information, which are valuable, special and unique assets of the Customer. Superior will not disclose or communicate in any matter any protected information (as mentioned above) without prior written consent from Customer.

9.2 The use or disclosure by any Party of any information concerning Superior or the terms or specifications of this Agreement is prohibited without the written consent of an authorized representative of Superior, or as required under applicable law.

10. **Compliance with Laws.**

10.1 Each Party represents that it is an Equal Opportunity Employer and shall comply with all applicable regulations of the U.S. Department of Health and Human Services regarding discrimination on the grounds of race, color, handicap, or national origin exclusion from participation, denial of benefits, or other discrimination under any program or activity provided by either party.

10.2 Each Party shall comply with all applicable federal, state, county, municipal and other governmental statutes, ordinances, laws, and regulations governing the Services and this Agreement.

11. **Indemnification.** Each Party shall indemnify and hold the other harmless from any and all liabilities arising from the breach of this Agreement of each in the performance of its obligations under this Agreement. Each Party shall not pay the attorneys' fees and costs incurred by the other in bringing a successful indemnification claim under this Paragraph.

12. **General Terms.**

12.1 This Agreement may not be amended or changed except by a subsequent written agreement signed by Superior and Customer.

12.2 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their permitted successors and assigns.

12.3 This Agreement shall be interpreted in accordance with and governed by the laws of the State of Illinois and may only be enforced in the applicable state and federal courts of the State of Illinois.

12.4 This Agreement, together with Exhibits A and B which are attached hereto and made a part hereof, constitutes the entire understanding of the parties to this Agreement, and supersedes all prior proposals, representations, communications, negotiations, and agreements between the parties, whether oral or written.

12.5 Superior and Customer are independent contractors, and this Agreement shall not constitute the formation of a partnership, joint venture, employment, or master/servant relationship.

12.6 Any notices or other communications required or contemplated under the provisions of this Agreement (i.e., notice of termination, notice of deficiency) shall be in writing and delivered in person, evidenced by a signed receipt; mailed by certified mail, return receipt requested, postage prepaid or delivered by overnight courier, to the addresses set forth on the signature page of this Agreement. If Customer, notices should be addressed to the Administrator and if Superior, notices should be addressed to the CEO/President. The date of the notice shall be the date of delivery if the notice is personally delivered or the date of mailing if the notice is mailed by certified mail or overnight courier.

12.7 The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that any other provision or provisions may be invalid or unenforceable in whole or in part.

12.8 The failure of Superior or Customer to object to or to take affirmative action with respect to any conduct of the other which is a breach of this Agreement shall not be construed as a waiver of that breach or of any prior or future breaches of this Agreement.

12.9 Neither Party shall be liable for the delay or failure in the performance of this Agreement arising solely from acts of God, public enemies, war, terrorism, new laws or regulations or interpretations, strikes or other labor disputes, or other similar force majeure causes beyond the reasonable control of the Party.

13. **Termination for Breach or Insolvency.** Either Party may terminate this Agreement immediately upon notice to the other Party in the event of a default in the performance of the other Party's obligations under this Agreement, provided such default continues for more than sixty (60) days after written notice of default by the non-defaulting Party. . In addition, either party may immediately terminate this Agreement upon written notice to the other Party in the event the other Party commences a voluntary or involuntary proceeding under any bankruptcy, insolvency, reorganization, liquidation, dissolution, or similar law or appoints a trustee, custodian, sequestrator, liquidator, receiver, or similar official with respect to a substantial portion of such party's property or assets or makes a general assignment for the benefit of creditors.

14. **Upon Termination.** Customer shall be responsible for the prompt return of all merchandise delivered to their locations by Superior. Customer agrees to pay for the reasonable replacement cost of any item that is not returned or is returned in an unusable/damaged condition.

15. **Group Participation.** Customer will participate and facilitate in a group made up of Superior representatives and Customer representatives, including the Customer's executive management. The mission of this group will be to evaluate linen utilization. The group shall meet at least quarterly.

16. **Exclusivity.** During the term of this Agreement, Customer shall obtain its laundry services exclusively from Superior.

17. **Non-solicitation.** Customer agrees that for a period of one (1) year from the date of expiration or termination of this Agreement for any reason neither Customer nor its affiliates will directly or indirectly solicit for employment or employ any person employed by Superior who provided Services to customer or its affiliates during the Term of this Agreement without obtaining Superior's prior written consent.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SUPERIOR HEALTH LINENS, LLC
2580 FOXFIELD RD.
ST. CHARLES, IL 60174

County of Winnebago d/b/a River Bluff Nursing Home
404 Elm Street
Rockford, IL 61101

By: _____

By: _____

(Print name and title)

(Print name and title)

Date: _____

Date: _____

EXHIBIT A

Following is a list of products Superior will provide for Customer and the product specifications. The delivery frequency shall be up to six (6) days per week, mutually agreed upon by Superior and Customer. The location for all delivery of services is, 4401 N. Main Street, Rockford, IL 61103.

<u>ITEM</u>	<u>SPEC's/DESCRIPTION</u>
Bath Blanket	Poly-Cotton, White
Bath Towel	Poly-Cotton, White
Hand Towel	Poly-Cotton, White
Wash Cloth	Poly-Cotton, White
Soft-Knit contour	One size fits all mattress types
Flat Sheet	T180 Percale
Pillow Case	T180 Percale
Patient Gown	Printed
Obese Patient Gown	Printed
Incontinent Pads	Synthetic pad
Diamond Spread Blanket	Multiple colors available
Kitchen Bar Towels	Poly-Cotton, White
Aprons	Black / White
Bibs	Poly-Cotton, Multiple colors
Draw Sheets	T180 Percale
Microfiber Towels	12 x 12 and 16 x 16 options
Microfiber Flat Mop	18inch Flat Mop
String Mop	Various sizes

*Any other textiles must be mutually agreed to by customer and Superior

EXHIBIT B**Pricing for Laundry Service to Customer*****Healthcare Laundry Pricing***

Item	1st Year Price	Yr. 2 -7
1. Bulk Linen	\$0.76/lb	CPI
2. Auto Replacement	\$0.04/lb	CPI
3. Soil Bags	\$40.00/case	CPI
4. Resident Personals / Customer Owned	\$1.50/lbs	CPI

Annual CPI Increases

The prices shall automatically be adjusted annually on each anniversary of the Effective Date for inflation as measured by the most recent available 12-month Consumer Price Index or 2.5% whichever is higher. The Consumer Price Index is reported by the U.S. Bureau of Labor Statistics, Index Dec 2005=100, Quarterly, Not Seasonally Adjusted.

Unreturned Linen Charges:

Superior and Customer agree that the minimal goal is to maintain a soil to clean linen ratio of 110%. Customer shall not pay an unreturned linen charge for maintaining a soil return at or above 110%. This calculation will be communicated weekly, biweekly, or monthly by customer request and discussed in group participation made up of both customer and Superior representatives. Specific to calculating unreturned linen charges the calculation will be made quarterly. If the ratio drops below 110% for the quarter, Superior shall invoice Customer for unreturned linen at an additional \$0.02/clean lbs, per one (1) percent below 110% until the next quarters' calculation is complete and unreturned linen charges are adjusted again. The unreturned linen charge will be added to the weekly invoice. Example of shared financial obligation for unreturned linen below:

Clean	Soil	Additional Loss Charge	Pounds Expected @110%
100,000	109,000	\$ 0.02	110,000

Pounds Not Returned	Ratio	Superiors' Cost to Replace pounds not returned	Customer's U.L. charge
1000	109.00%	\$ 4,000	\$2,000.00

Superior will provide Customer with a system generated monthly recap of clean linen pounds shipped verses soil linen pounds returned. The soil pounds returned by Customer will not include the weight of garbage returned to Superior by Customer or any foreign products, medical or otherwise. Customer may be subject to additional charges equivalent to clean rate/lbs in Exhibit B for excessive garbage, foreign products, medical or other waste returned to Superior by Customer. Superior will initiate this program thirty (30) days after installation.

In the event, that replacement charges exceed \$0.02 per pound, Superior will work with the Customer's staff to correct the deficiencies. This may include but not be limited to:

- Recommended product substitutions
- In-service product usage/procedure training
- Alternate delivery systems
- Linen Study / Assessment
- Par Level Adjustments
- Linen Awareness Days
- Amnesty Days
- Increased delivery and collection frequencies



LINEN DISTRIBUTION SERVICES AGREEMENT

This Linen Distribution Services Agreement (“Agreement”) is made and entered into as of the 1st day of August, 2023 (the “Effective Date”) between Superior Health Linens, LLC d/b/a Healthcare Linen Services Group, a Wisconsin limited liability company (herein referred to as "HLSG"), a Wisconsin limited liability company, with its principal place of business located at 1160 Pierson Drive, Suite 104, Batavia, IL 60510 and County of Winnebago, Illinois d/b/a River Bluff Nursing Home (herein referred to as "Company"), with the County’s principal place of business located at 404 Elm Street, Rockford, IL 61101 and River Bluff Nursing Home located at 4401 North Main Street, Rockford, IL 61103.

- 1. HLSG agrees to provide Company staffing services as requested by the Company for linen distribution (the “Services”). Company agrees to utilize HLSG as its primary provider for the Services. HLSG will assume full responsibility for paying employees assigned to perform the Services (the “Employees”) for hours billed, paying all withholdings, transmitting payroll taxes, making unemployment contributions, and paying workers compensation premiums and 1095-C reporting. Employees are not eligible to accept benefits from Company, other than those offered by HLSG.
2. It is understood and agreed supervision of all assigned Employees is the responsibility of the HLSG. HLSG will ensure Employees have a clear understanding of the Services, Company hours, Company rules, and will provide assistance to Company supervisors.
3. Company will take every precaution to ensure assigned Employees are provided a safe workplace. HLSG will ensure all Employees go through a Company orientation, as well as recording all Employee records.
4. Company agrees to verify, sign or authorize the hours worked by Employee(s) assigned by HLSG utilizing a hour reporting method acceptable to HLSG and Company and to provide the hours to HLSG on a weekly basis.
5. HLSG ensures all Employees receive basic safety training but does not ensure all training reviewed covers the specific needs of Company. It is encouraged that any specific material exclusive to Company’s workplace be reviewed and handled by Company at Company’s site. Should any specific material not be covered by HLSG and is required by Company, HLSG will use commercially reasonable efforts to add it to HLSG training at Company’s request.
6. HLSG screens all Employees assigned to work at or for the Company. Such screening shall, at a minimum, include the work status of Employee and a criminal background check. Only Employees that have a legal status to work in the United States shall be assigned to work at the Company.
7. The billing rates for the Services are based on Company meeting agreed upon payment terms. The Company shall pay all invoices pursuant to Illinois’ Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.
8. Client agrees to pay for the Services provided based upon the bill rate set forth in Section 9 below. HLSG’s rate includes: Worker's Comp Insurance, F.I.C.A. Medicare, Unemployment, Insurance, recruiting, administration, payroll funding and liability insurance.
9. Company will be invoiced ACA Tax as a separate line item at 0.15 cents per billable hour on a weekly basis.

The bill rate for each Employee providing Services hereunder is as follows

Table with 2 columns: Billing Hourly Rates and Mark-up rates. Row 1: Straight-time Mark-up \$33.00, Overtime Mark-up \$42.90. Row 2: (Scope of Work)



10. The initial term of the agreement shall be five (5) years commencing on the Effective Date (the “**Initial Term**”). This Agreement shall automatically renew for two (2) additional one (1) year periods (unless earlier terminated as set forth herein), unless either Party gives the other Party written notice of its intent to terminate this Agreement at least ninety (90) days prior to the expiration of the Initial Term or any renewal term of this Agreement. Either Party may terminate this Agreement immediately upon notice to the other Party in the event of a default in the performance of the other Party's obligations under this Agreement, provided such default continues for more than sixty (60) days after written notice of default by the non-defaulting Party. In addition, either party may immediately terminate this Agreement upon written notice to the other Party in the event the other Party commences a voluntary or involuntary proceeding under any bankruptcy, insolvency, reorganization, liquidation, dissolution, or similar law or appoints a trustee, custodian, sequestrator, liquidator, receiver, or similar official with respect to a substantial portion of such party's property or assets or makes a general assignment for the benefit of creditors. In addition, if no funds or insufficient funds are appropriated in any fiscal period of the Company for payments to be made under this Agreement, then the Company will notify HLSG in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payment for services completed to the date of notification will be made to HLSG except that no payments will be made or due to HLSG under this Agreement beyond those amounts appropriated and budgeted by the Company to fund payments under this Agreement.
11. Company agrees that during the term of this Agreement and for a period of one (1) year from the date of expiration or termination of this Agreement for any reason, neither Company nor its affiliates will directly or indirectly solicit for employment or employ any person employed by HLSG or its affiliates who provided Services to Company or its affiliates during the term of this Agreement without obtaining HLSG's prior written consent.
12. The primary contact of the Company will ensure that all key decision makers of the Company actively participate in HLSG quality program. This entails the completion of HLSG "Key Client Needs" and scheduled quality surveys. Failure to comply with this requirement may result in HLSG adjustment of Company mark ups.
13. The undersigned party signing on behalf of the Company stands behind the financial stability of Company and is duly authorized to enter into this Linen Distribution Services Agreement on behalf of Company.
14. This Agreement shall be interpreted in accordance with and governed by the laws of the State of Illinois and may only be enforced in the applicable state and federal courts of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have executed this Linen Distribution Services Agreement on the day and year first above written.



Company: County of Winnebago, Illinois d/b/a River Bluff Nursing Home

By: _____

Name: _____

Title: _____

HLSG: Superior Health Linens, LLC

By: _____

Name: _____

Title: _____



Linen Distribution Services Scope of Work

Superior through its on-site employees shall perform for Customer its on-site clean linen distribution requirements. Services to include: Ordering of all clean linen products, make up exchange carts for all clean linen, distribution of all clean linen throughout hospital, track usage of linen through audits done on returned exchange carts and scrub distribution audits.

Scope of Work:

Linen Distribution Hr./Rate:

- \$33.00 (subject to adjustment as set forth below)

Overtime Hr./Rate:

- \$42.90 (overtime must be approved by the client prior to employees performing the overtime work.)

Daily Coverage:

- Sunday thru Saturday (7 days)

Linen Distribution Buildings:

- River Bluff Nursing Home

Linen Room Hours of Operations and Coverage:

- Sunday thru Saturday:
- Linen Room Hours of Operation: TBD

Required Employees/Staffing:

- 2 FTE(s) (includes a working Supervisor)
- FTE contracted hours = 80 hours per week
- Overtime will be assessed if the weekday and weekend hours surpass 80 hours in total.
- On the anniversary date of the Agreement, the hourly linen distribution rate will be increased by 2.5 - 3% for a Cost-of-Living increase.

Clean Delivery /Soil Pick up:

- Clean and Soiled delivery



Resolution Executive Summary

Prepared By: Purchasing Department
Committee: Operations and Administrative Committee
Committee Date: July 6, 2023
Board Meeting Date: July 13, 2023
Resolution Title: Resolution Awarding Printing Services Bid

Was item budgeted? Yes	Appropriation Amount: N/A
If not, explain funding source:	
ORG/OBJ/Project Code: Each department use their own funds	Descriptor:

Background Information: In 2018, the County issued Invitation for Bid #18P-2124 Printing Services for a multi-year services contract that included the City of Rockford and the Rockford Public Library. There were five bidders with two vendors, Balsley Printing and Meridian, being awarded the contract. The County again went out for Bid #23B-2286 Printing Services, jointly with the City of Rockford, in May of this year.

There was a total of three bid submissions received, 11th Street Printing, Balsley Printing and Meridian. All three vendors came in with the lowest pricing on some items compared to the others, see Bid Tab, Resolution Exhibit A, for more details. It has proven to be very beneficial to the County to have contracts with more than one vendor for printing services, due to the wide variety of printing required. Therefore, Purchasing prefers to award to multiple vendors. The City also agrees with a three-way award.

Recommendation: It is recommended that the County awards Bid #23B-2286 Printing Services to 11th Street Printing, Balsley Printing and Meridian for a two-year contract with three one-year renewal options.

Follow-Up: The Purchasing Department will work with County departments to provide information and pricing, for all three vendors, to utilize off of the new contract.

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

Sponsored by: Keith McDonald, Committee Chairman
Submitted by: Operations and Administrative Committee

2023 CR

RESOLUTION AWARDING PRINTING SERVICES BID

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$25,000.00 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357(g) (Cooperative Joint Purchasing) or as provided by State statute; and,

WHEREAS, all County of Winnebago departments and offices need printing services; and,

WHEREAS, the County participated in joint solicitation, Bid #23B-2286 Printing Services, with the City of Rockford; and,

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the Bids received for the aforementioned project and recommends awarding the contract as follows:

11TH STREET EXPRESS PRINTING	BALSLEY PRINTING	MERIDIAN
2135 11TH STREET	119 EAST MAIN STREET	4805 INTERSTATE BLVD.
ROCKFORD, ILLINOIS 61104	ROCKTON, ILLINOIS 61072	LOVES PARK, ILLINOIS 61111

(See Bid Tab, Resolution Exhibit A)

NOW, THEREFORE, BE IT RESOLVED, that the County Board of the County of Winnebago, Illinois that the County Director of Purchasing is authorized to award a two (2) year contract, with three (3) one (1) year optional renewal periods, on behalf of the County of Winnebago, with 11TH STREET EXPRESS PRINTING, 2135 11TH STREET, ROCKFORD, ILLINOIS 61104, BALSLEY PRINTING, 119 EAST MAIN STREET, ROCKTON, ILLINOIS 61072 AND MERIDIAN, 4805 INTERSTATE BLVD., LOVES PARK, ILLINOIS 61111.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Director of Purchasing, Board Office, Finance Director and County Auditor.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIR

KEITH McDONALD, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of

Winnebago, Illinois this ____ day of _____ 2023.

ATTESTED BY:

JOSEPH CHIARELLI
CHAIR OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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

**PRINTING SERVICES IFB #23B-2286- BID TAB
 BID OPENING MAY 25, 2023- 1:00 P.M.**

	VENDORS	BALSLEY PRINTING, INC.	MERIDIAN	11TH STREET PRINTING
City of Rockford				
1	Business Cards 250	\$30.00	\$125.00	\$72.00
1	Business Cards 500	\$40.00	\$130.00	\$78.00
1	Business Cards 1,000	\$50.00	\$144.00	\$98.00
2	Letterhead 500	\$102.00	\$259.00	\$106.00
2	Letterhead 1,000	\$170.00	\$304.00	\$137.00
2	Letterhead 2,500	\$375.00	\$436.00	\$243.00
2	Letterhead 5,000	\$495.00	\$590.00	\$435.00
3	Note Cards Folded w/Envelopes 1,000	\$390.00	\$644.00	\$505.00
4	Small Note Cards 3x5 1,000	\$105.00	\$111.00	\$62.00
5	#10 Envelope 500	\$185.00	\$125.00	\$195.00
5	#10 Envelope 1,000	\$350.00	\$185.00	\$265.00
5	#10 Envelope 2,500	\$585.00	\$350.00	\$494.00
5	#10 Envelope 5,000	\$895.00	\$680.00	\$845.00
6	#10 Window Envelope 500	\$198.00	\$130.00	\$98.00
6	#10 Window Envelope 1,000	\$365.00	\$192.00	\$123.00
6	#10 Window Envelope 2,500	\$595.00	\$360.00	\$230.00
6	#10 Window Envelope 5,000	\$915.00	\$700.00	\$378.00
7	10 x 13 Manilla Envelope 2,500	\$625.00	\$412.00	\$513.00

PRINTING SERVICES IFB #23B-2286- BID TAB
BID OPENING MAY 25, 2023- 1:00 P.M.

County of Winnebago				
1	Business Cards (1/1) 250	\$25.00	\$34.00	\$22.00
1	Business Cards (1/1) 500	\$38.00	\$39.00	\$29.00
1	Business Cards (1/1) 1,000	\$46.00	\$46.00	\$34.50
1	Business Cards (1/1) 2,500	\$80.00	\$90.00	\$67.00
2	Business Cards- 4 Plus Colors 250	\$30.00	\$50.00	\$29.00
2	Business Cards- 4 Plus Colors 500	\$40.00	\$58.00	\$38.00
2	Business Cards- 4 Plus Colors 1,000	\$50.00	\$70.00	\$45.00
2	Business Cards- 4 Plus Colors 2,500	\$90.00	\$130.00	\$79.00
3	#10 Envelopes 250	\$43.00	\$46.00	\$47.00
3	#10 Envelopes 500	\$60.00	\$59.00	\$60.00
3	#10 Envelopes 1,000	\$88.00	\$77.00	\$88.00
3	#10 Envelopes 2,500	\$175.00	\$130.00	\$160.00
3	#10 Envelopes 5,000	\$305.00	\$200.00	\$274.00
4	#10 Window Envelopes 250	\$48.00	\$50.00	\$49.00
4	#10 Window Envelopes 500	\$62.00	\$62.00	\$63.00
4	#10 Window Envelopes 1,000	\$95.00	\$81.00	\$93.00
4	#10 Window Envelopes 2,500	\$185.00	\$138.00	\$170.00
4	#10 Window Envelopes 5,000	\$325.00	\$216.00	\$298.00
5	6 x 9 Envelopes 250	\$60.00	\$69.00	\$62.00
5	6 x 9 Envelopes 500	\$85.00	\$98.00	\$87.00

**PRINTING SERVICES IFB #23B-2286- BID TAB
 BID OPENING MAY 25, 2023- 1:00 P.M.**

5	6 x 9 Envelopes 1,000	\$135.00	\$140.00	\$129.00
5	6 x 9 Envelopes 2,500	\$285.00	\$244.00	\$259.00
5	6 x 9 Envelopes 5,000	\$515.00	\$400.00	\$465.00
6	9 x 12 Envelopes 250	\$100.00	\$75.00	\$73.00
6	9 x 12 Envelopes 500	\$148.00	\$109.00	\$110.00
6	9 x 12 Envelopes 1,000	\$225.00	\$144.00	\$180.00
6	9 x 12 Envelopes 2,500	\$475.00	\$296.00	\$385.00
6	9 x 12 Envelopes 5,000	\$830.00	\$500.00	\$701.00
7	#6 3/4 Envelopes 500	\$64.00	\$80.00	\$74.00
7	#6 3/4 Envelopes 1,000	\$95.00	\$94.00	\$108.00
8	Monarch 3.875 x 7.5 Envelopes 1,000	\$95.00	\$82.00	\$109.00
8	Monarch 3.875 x 7.5 Envelopes 2,500	\$200.00	\$164.00	\$199.00
8	Monarch 3.875 x 7.5 Envelopes 5,000	\$335.00	\$264.00	\$353.00
9	#9 Envelopes 500	\$60.00	\$62.00	\$60.00
9	#9 Envelopes 1,000	\$90.00	\$78.00	\$89.00
9	#9 Envelopes 2,500	\$175.00	\$130.00	\$163.00
9	#9 Envelopes 5,000	\$305.00	\$200.00	\$279.00
10	#9 Window Envelopes 500	\$64.00	\$68.00	\$65.00
10	#9 Window Envelopes 1,000	\$98.00	\$86.00	\$98.00
10	#9 Window Envelopes 2,500	\$195.00	\$148.00	\$180.00
10	#9 Window Envelopes 5,000	\$345.00	\$252.00	\$318.00

**PRINTING SERVICES IFB #23B-2286- BID TAB
BID OPENING MAY 25, 2023- 1:00 P.M.**

11	11 x 17 Poster 1/0 500	\$45.00	\$92.00	\$73.00
11	11 x 17 Poster 1/0 1,000	\$88.00	\$125.00	\$123.00
11	11 x 17 Poster 1/0 2,500	\$175.00	\$266.00	\$295.00
11	11 x 17 Poster 1/0 5,000	\$325.00	\$440.00	\$538.00
12	11 x 17 Poster 4/0 500	\$145.00	\$142.00	\$138.00
12	11 x 17 Poster 4/0 1,000	\$265.00	\$247.00	\$205.00
12	11 x 17 Poster 4/0 2,500	\$355.00	\$549.00	\$375.00
12	11 x 17 Poster 4/0 5,000	\$515.00	\$890.00	\$620.00
13	11 x 17 Folder 500	\$212.00	\$160.00	\$115.00
13	11 x 17 Folder 1,000	\$240.00	\$238.00	\$208.00
13	11 x 17 Folder 2,500	\$415.00	\$462.00	\$474.00
14	Continuous Feed Postcard 1,000	N/A	\$295.00	\$500.00
14	Continuous Feed Postcard 2,500	N/A	\$395.00	\$555.00
14	Continuous Feed Postcard 5,000	N/A	\$480.00	\$681.00
15	Flier 500	\$160.00	\$198.00	\$119.00
15	Flier 1,000	\$185.00	\$246.00	\$189.00
16	Flier w/Bleeds 250	\$60.00	\$212.00	\$47.00
16	Flier w/Bleeds 500	\$90.00	\$236.00	\$75.00
16	Flier w/Bleeds 1,000	\$155.00	\$278.00	\$130.00
17	Door Hanger 11x4 1/2 1,000	\$135.00	\$149.00	\$118.00
17	Door Hanger 11x4 1/2 2,500	\$210.00	\$292.00	\$212.00

**PRINTING SERVICES IFB #23B-2286- BID TAB
 BID OPENING MAY 25, 2023- 1:00 P.M.**

17	Door Hanger 11x4 1/2 5,000	\$345.00	\$516.00	\$371.00
18	Door Hanger 8 1/2x 4 3/4 250	\$75.00	\$68.00	\$66.00
18	Door Hanger 8 1/2x 4 3/4 500	\$110.00	\$87.00	\$84.00
18	Door Hanger 8 1/2x 4 3/4 1,000	\$140.00	\$125.00	\$110.00
19	Sticker 8 1/2 x 11 250	\$90.00	\$126.00	N/A
19	Sticker 8 1/2 x 11 500	\$170.00	\$230.00	N/A
19	Sticker 8 1/2 x 11 1,000	\$215.00	\$380.00	N/A
20	Sticker 7 1/2 x 3 3/4 250	\$100.00	\$126.00	\$86.00
20	Sticker 7 1/2 x 3 3/4 500	\$160.00	\$162.00	\$147.00
20	Sticker 7 1/2 x 3 3/4 1,000	\$300.00	\$237.00	\$242.00
21	Sticker 5 1/2 x 4 1/4 250	\$55.00	\$64.00	\$18.00
21	Sticker 5 1/2 x 4 1/4 500	\$75.00	\$105.00	\$32.00
21	Sticker 5 1/2 x 4 1/4 1,000	\$110.00	\$171.00	\$60.00
22	Sticker 2 1/4 x 4 250	\$42.00	\$44.00	\$33.00
22	Sticker 2 1/4 x 4 500	\$50.00	\$59.00	\$50.00
22	Sticker 2 1/4 x 4 1,000	\$62.00	\$89.00	\$82.00
23	Letterhead 1/0 250	\$52.00	\$86.00	\$47.00
23	Letterhead 1/0 500	\$64.00	\$96.00	\$65.00
23	Letterhead 1/0 1,000	\$80.00	\$114.00	\$90.00
23	Letterhead 1/0 2,500	\$140.00	\$166.00	\$164.00
23	Letterhead 1/0 5,000	\$215.00	\$243.00	\$280.00

**PRINTING SERVICES IFB #23B-2286- BID TAB
 BID OPENING MAY 25, 2023- 1:00 P.M.**

24	Letterhead 2/0 250	\$62.00	\$141.00	\$98.00
24	Letterhead 2/0 500	\$81.00	\$153.00	\$123.00
24	Letterhead 2/0 1,000	\$170.00	\$174.00	\$145.00
24	Letterhead 2/0 2,500	\$210.00	\$237.00	\$225.00
24	Letterhead 2/0 5,000	\$270.00	\$324.00	\$353.00

County of Winnebago Multipart Forms				
1	2 Part 8 1/2 x 11 1/0 250	\$65.00	\$82.00	\$60.00
1	2 Part 8 1/2 x 11 1/0 500	\$105.00	\$112.00	\$100.00
1	2 Part 8 1/2 x 11 1/0 1,000	\$200.00	\$170.00	\$171.00
1	2 Part 8 1/2 x 11 1/0 2,500	\$350.00	\$334.00	\$381.00
1	2 Part 8 1/2 x 11 1/0 5,000	\$595.00	\$536.00	\$563.00
2	2 Part 8 1/2 x 11 1/1 250	\$90.00	\$101.00	\$73.00
2	2 Part 8 1/2 x 11 1/1 500	\$172.00	\$138.00	\$124.00
2	2 Part 8 1/2 x 11 1/1 1,000	\$220.00	\$205.00	\$215.00
2	2 Part 8 1/2 x 11 1/1 2,500	\$425.00	\$396.00	\$485.00
2	2 Part 8 1/2 x 11 1/1 5,000	\$685.00	\$630.00	\$628.00
3	2 Part 8 1/2 x 14 1/0 250	\$88.00	\$114.00	\$70.00
3	2 Part 8 1/2 x 14 1/0 500	\$142.00	\$171.00	\$125.00
4	2 Part 8 1/2 x 5 1/2 1/0 250	\$40.00	\$68.00	\$38.00
4	2 Part 8 1/2 x 5 1/2 1/0 500	\$64.00	\$83.00	\$60.00
4	2 Part 8 1/2 x 5 1/2 1/0 1,000	\$115.00	\$116.00	\$93.00

**PRINTING SERVICES IFB #23B-2286- BID TAB
BID OPENING MAY 25, 2023- 1:00 P.M.**

4	2 Part 8 1/2 x 5 1/2 1/0 2,500	\$220.00	\$207.00	\$204.00
4	2 Part 8 1/2 x 5 1/2 1/0 5,000	\$360.00	\$350.00	\$389.00
5	2 Part 8 1/2 x 5 1/2 1/0 w/Numbering 250	\$58.00	\$86.00	\$53.00
5	2 Part 8 1/2 x 5 1/2 1/0 w/Numbering 500	\$75.00	\$107.00	\$83.00
5	2 Part 8 1/2 x 5 1/2 1/0 w/Numbering 1,000	\$140.00	\$152.00	\$113.00
6	2 Part 8 1/2 x 5 1/2 w/1/0 and 1/1 and Snap-out 250	N/A	\$340.00	\$186.00
6	2 Part 8 1/2 x 5 1/2 w/1/0 and 1/1 and Snap-out 500	N/A	\$340.00	\$215.00
6	2 Part 8 1/2 x 5 1/2 w/1/0 and 1/1 and Snap-out 1,000	\$360.00	\$340.00	\$240.00
6	2 Part 8 1/2 x 5 1/2 w/1/0 and 1/1 and Snap-out 2,500	\$488.00	\$425.00	\$335.00
7	3 Part 8 1/2 x 11 1/0 1,000	\$230.00	\$250.00	\$255.00
7	3 Part 8 1/2 x 11 1/0 2,500	\$440.00	\$470.00	\$530.00
7	3 Part 8 1/2 x 11 1/0 5,000	\$810.00	\$860.00	\$775.00
8	3 Part 8 1/2 x 11 1/1 250	\$120.00	\$126.00	\$86.00
8	3 Part 8 1/2 x 11 1/1 500	\$185.00	\$184.00	\$159.00
8	3 Part 8 1/2 x 11 1/1 1,000	\$300.00	\$295.00	\$320.00
9	3 Part 8 1/2 x 5 1/2 1/0 250	\$48.00	\$80.00	\$52.00
9	3 Part 8 1/2 x 5 1/2 1/0 500	\$72.00	\$106.00	\$83.00
9	3 Part 8 1/2 x 5 1/2 1/0 1,000	\$138.00	\$158.00	\$162.00
9	3 Part 8 1/2 x 5 1/2 1/0 2,500	\$265.00	\$311.00	\$349.00
9	3 Part 8 1/2 x 5 1/2 1/0 5,000	\$470.00	\$547.00	\$648.00
10	3 Part 8 1/2 x 5 1/2 1/0 w/Numbering 250	\$65.00	\$114.00	\$57.00

**PRINTING SERVICES IFB #23B-2286- BID TAB
 BID OPENING MAY 25, 2023- 1:00 P.M.**

10	3 Part 8 1/2 x 5 1/2 1/0 w/Numbering 500	\$80.00	\$131.00	\$91.00
10	3 Part 8 1/2 x 5 1/2 1/0 w/Numbering 1,000	\$162.00	\$195.00	\$152.00
11	3 Part 8 1/2 x 5 1/2 1/0 w/Snap-out 1,000	\$215.00	\$322.00	\$360.00
11	3 Part 8 1/2 x 5 1/2 1/0 w/Snap-out 2,500	\$405.00	\$438.00	\$434.00
11	3 Part 8 1/2 x 5 1/2 1/0 w/Snap-out 5,000	\$670.00	\$635.00	\$628.00
12	3 Part 8 1/2 x 7 1/0 w/Numbering 250	\$85.00	\$173.00	\$67.00
12	3 Part 8 1/2 x 7 1/0 w/Numbering 500	\$135.00	\$188.00	\$109.00
12	3 Part 8 1/2 x 7 1/0 w/Numbering 1,000	\$200.00	\$302.00	\$186.00
13	4 Part 8 1/2 x 11 1/0 1,000	\$285.00	\$266.00	\$315.00
13	4 Part 8 1/2 x 11 1/0 2,500	\$588.00	\$490.00	\$657.00
13	4 Part 8 1/2 x 11 1/0 5,000	\$1,050.00	\$910.00	\$988.00
14	4 Part 8 1/2 x 11 1/1 500	\$215.00	\$193.00	\$235.00
14	4 Part 8 1/2 x 11 1/1 1,000	\$365.00	\$311.00	\$395.00
14	4 Part 8 1/2 x 11 1/1 2,500	\$695.00	\$646.00	\$731.00
14	4 Part 8 1/2 x 11 1/1 5,000	\$1,235.00	\$1,178.00	\$1,053.00
15	5 Part 8 1/2 x 11 1/0 1,000	N/A	\$285.00	\$533.00
15	5 Part 8 1/2 x 11 1/0 2,500	N/A	\$604.00	\$797.00
15	5 Part 8 1/2 x 11 1/0 5,000	N/A	\$1,094.00	\$1,205.00
16	5 Part 8 1/2 x 11 1/1 250	N/A	\$136.00	\$153.00
16	5 Part 8 1/2 x 11 1/1 500	N/A	\$202.00	\$281.00
16	5 Part 8 1/2 x 11 1/1 1,000	N/A	\$329.00	\$617.00

**PRINTING SERVICES IFB #23B-2286- BID TAB
 BID OPENING MAY 25, 2023- 1:00 P.M.**

16	5 Part 8 1/2 x 11 1/1 2,500	N/A	\$689.00	\$862.00
16	5 Part 8 1/2 x 11 1/1 5,000	N/A	\$1,258.00	\$1,270.00
17	6 Part 8 1/2 x 11 1/0 250	N/A	\$170.00	\$329.00
17	6 Part 8 1/2 x 11 1/0 500	N/A	\$281.00	\$522.00
17	6 Part 8 1/2 x 11 1/0 1,000	N/A	\$487.00	\$632.00
18	6 Part 8 1/2 x 11 1/1 250	N/A	\$215.00	\$385.00
18	6 Part 8 1/2 x 11 1/1 500	N/A	\$349.00	\$575.00

Turnaround Time:

Standard turnaround is
5/7 Days

5-7 work days or as
required

Varies from 2 days to 2
weeks

File Transfer Methods:

Print ready may be
emailed, sent via online
transfer or uploaded at
www.balsleyprinting.com

Email, FTP Site, Thumb
Drive

Email/FTP on Email



Resolution Executive Summary

Prepared By: Lafakeria Vaughn
Committee: Operations and Administrative Committee
Committee Date: July 6, 2023
Resolution Title: Resolution Authorizing the Execution of an Attornment Agreement between Blackhawk Bank and the County of Winnebago, Illinois for the property located at 4505 North Main Street, Rockford, IL
County Code: Not Applicable
Board Meeting Date: July 13, 2023

Budget Information

Budgeted? NO	Amount Budgeted?
If not, originally budgeted, explain the funding source? N/A	
If ARPA or CIP funded, original amount requested? N/A	
Actual Amount? N/A	
Over or Under approved amount? N/A	By: N/A
If ARPA funded, was it approved by Baker Tilly? N/A	
ORG/OBJ/Project Codes: N/A Descriptor: N/A	

Background Information: The County of Winnebago, Illinois (County) owns the land for the property commonly known as 4505 North Main Street, Rockford, Illinois and Stepping Stones of Rockford, Inc. (Stepping Stones) currently owns the building on said land. The County and Stepping Stones (River North of Rockford) have an existing 20-year lease. Stepping Stones will be borrowing additional funds from Blackhawk Bank for improvements to the building and has requested the execution of a new attornment agreement between Blackhawk Bank and the County. The first attornment agreement was entered into on October 16, 2018.

Recommendation: Staff concurs

Contract/Agreement: Attornment Agreement

Legal Review: Legal review conducted by State's Attorney's Office

Follow-Up: Execution of Attornment Agreement

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

2023 CR _____

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

SPONSORED BY: KEITH MCDONALD

**RESOLUTION AUTHORIZING THE EXECUTION OF AN ATTORNMENT
AGREEMENT BETWEEN BLACKHAWK BANK AND THE COUNTY OF
WINNEBAGO, ILLINOIS FOR THE PROPERTY LOCATED AT 4505 NORTH MAIN
STREET, ROCKFORD, IL**

WHEREAS, the County of Winnebago, Illinois (County) owns the land for the property commonly known as 4505 North Main Street, Rockford, Illinois and Stepping Stones of Rockford, Inc. (Stepping Stones) currently owns the building on said land; and

WHEREAS, the County and the Rockford Housing Development Corporation entered into a 20-year lease agreement on June 16, 2000, which was amended on June 1, 2005 and subsequently assigned to Stepping Stones of Rockford, Inc. (Stepping Stones) on March 16, 2018; and

WHEREAS, the lease automatically renewed for a new 20-year term on June 16, 2020 and terminates on June 15, 2040; and

WHEREAS, Stepping Stones will be borrowing additional funds from Blackhawk Bank for improvements to the building and has requested the execution of a new attornment agreement between Blackhawk Bank and the County, attached hereto as Exhibit A.

THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman, is authorized and directed to, on behalf of the County of Winnebago, Illinois to execute the Attornment Agreement by and between Blackhawk Bank and the County of Winnebago, and in substantially the same form as that set forth in Exhibit A.

BE IT FURTHER RESOLVED, that the Resolution shall be in full force and effect immediately upon its adoption.

BE IT FURTHER RESOLVED, that the Clerk of the County Board shall prepare and deliver certified copies of this Resolution to the Winnebago County Auditor, County Administrator and to Attorney Sherry L. Harlan, Hinshaw & Culbertson, LLP, 100 Park Avenue, P.O. Box 1389, Rockford, IL 61101.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

Agree

Disagree

Keith McDonald, Chairman

Keith McDonald, Chairman

Valerie Hanserd

Valerie Hanserd

Paul Arena

Paul Arena

John Butitta

John Butitta

Joe Hoffman

Joe Hoffman

Jaime Salgado

Jaime Salgado

Michael Thompson

Michael Thompson

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this _____ day of _____ 2023.

ATTESTED BY:

Joseph V. Chiarelli
Chairman of the County Board
of the County of Winnebago, Illinois

Lori Gummow
Clerk of the County Board
of the County of Winnebago, Illinois

ATTORNMEN T AGREEMENT

This Agreement dated this ____ day of _____, 2023, by and between BLACKHAWK BANK, with its principal place of business at 2475 N. Perryville Road, Rockford, IL 61107 (“Lender”) and the County of Winnebago, an Illinois Body Politic and Corporate (“Landlord”).

WHEREAS, Landlord has entered into that certain lease agreement dated June 16, 2000, which was amended on June 1, 2005 (“Lease”); and

WHEREAS, the Lease was assigned to Stepping Stones of Rockford, Inc., an Illinois Not-for-Profit Corporation (“Tenant”) on March 16, 2018; and

WHEREAS, the Lease is for the property commonly known as 4505 North Main Street, Rockford, IL (“Premises”); and

WHEREAS, Landlord represents that the Lease is valid, in full force and effect, and that Tenant is not in default with respect to the terms of the Lease; and

WHEREAS, Tenant desires to borrow certain additional sums from Lender under the terms of a promissory note for the purpose of improving the property and which will be secured by, among other things, a construction mortgage (“Leasehold Mortgage”) with respect to Tenant’s leasehold interest in the Lease of the Premises; and

WHEREAS, Lender desires to be assured of the continued ability to use and occupy the Premises under the terms of the Lease in the event of a default by the Tenant under its loan with Lender.

NOW, THEREFORE, in consideration of the premises and the other mutually beneficial covenants contained herein the parties agree as follows:

1. The foregoing recital paragraphs are expressly incorporated herein and are agreed to by the parties.

2. Landlord agrees that in the event any proceedings are brought to foreclose the Leasehold Mortgage in favor of Lender, or any other party is a successor tenant as a result of a breach by Tenant of the loan with Lender, that Landlord will attorn to the purchaser of such foreclosure sale and recognize such purchaser, or other successor tenant, as the Tenant under the Lease. Said purchaser by virtue of such foreclosure to be deemed to have assumed and agreed to be bound, as substitute Tenant, by the terms and conditions of the Lease except that such assumption by purchaser shall not be deemed of itself to be an acknowledgement of such purchaser of the validity of any then existing claims of Landlord against any prior Tenant. Landlord agrees to execute and deliver to such purchaser such further assurances and other documents confirming the foregoing as such purchaser may reasonably request. Landlord waives the provisions of any statute or rule of law now or hereinafter in affect which may give or purport to give Landlord any right or election to terminate or otherwise adversely affect Lease and the obligations of Landlord thereunder by reason of such foreclosure proceeding.

3. The provisions in this Agreement are binding upon and shall inure to the benefit of the heirs, successors, and assigns of the parties hereto.

4. All communication with Landlord pursuant to the Lease shall be to Patrick J. Thompson, County Administrator for the County of Winnebago.

IN WITNESS WHEREOF the parties have executed these presents the day and year first written above.

BLACKHAWK BANK

COUNTY OF WINNEBAGO

By: _____
Greg Lundquist
Its: VP Business Banking

By: _____
Joseph V. Chiarelli
Its: Chairman of the Board

STATE OF ILLINOIS)
)SS.
COUNTY OF WINNEBAGO)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT BLACKHAWK BANK, by Greg Lundquist, personally known to me to be is VP or Business Banking of BLACKHAWK BANK, who is the Lender, and who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act for the purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this _____ day of _____, 2023.

NOTARY PUBLIC

STATE OF ILLINOIS)
)SS.
COUNTY OF WINNEBAGO)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT COUNTY OF WINNEBAGO, by JOSEPH V. CHIARELLI, personally known to me to be the County Board Chairman of the County of Winnebago, an Illinois Body Politic and Corporate, who is the Landlord, and who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this _____ day of _____, 2023.

NOTARY PUBLIC

Prepared By and Return To:

Attorney Sherry L. Harlan
Hinshaw & Culbertson LLP
100 Park Avenue
P.O. Box 1389
Rockford, IL 61105
815-490-4934

James H. Gray

LEASE AGREEMENT

This lease is made and executed on 10/16/00, by and between the County of Winnebago, an Illinois body politic and corporate, referred to as lessor, and Rockford Housing Development Corp., a not-for-profit corporation organized and existing under the laws of the State of Illinois, referred to as lessee.

SECTION ONE

DEMISE, DESCRIPTION, AND USE OF PREMISES

As used in this lease agreement, the term 'premises' or 'property' refers to the real property described on Exhibit A and to any improvements located on the property from time to time during the term of this lease agreement.

SECTION TWO

TERM

The term of this lease shall be for twenty (20) years, commencing on the date of execution, and ending on a date twenty (20) years hence.

SECTION THREE

RENT

The total rent for the term of this Lease Agreement shall be the minimum allowed by law. As of the date of this document the Winnebago State's Attorney was determined that amount to be Two Thousand Four Hundred Dollars (\$2,400.00), which lessee shall pay to lessor, without deduction or offset, at the place or places as may be designated from time to time by lessor, in installments as follows: One Hundred Twenty Dollars (\$120.00) upon execution and One Hundred Twenty Dollars (\$120.00) each year thereafter on the anniversary of the execution date. In the event the laws of the State of Illinois enable the County to lease property for a lesser amount the annual rental payment shall be reduced. The lessor shall not increase the rental during the term of this Agreement.

Section Four

COMPENSATION TO LESSEE ON EXPIRATION OF LEASE

Provided lessor refuses to allow lessee to retain possession of the property at the end of the term. Upon the lessee tendering possession of the improvements to lessor, lessor shall pay to lessee fair market value of the improvements on the property. Fair market value shall be

Ken Staaf

determined by each party selecting an appraiser to provide the parties with their opinion of the value of the property. In the event the appraiser selected by each party to this agreement cannot agree on the value of the property, a third appraiser shall be selected with the consent of the lessor and lessee who shall determine an appraised value between that submitted by the appraiser for the lessor and that submitted by the appraiser for the lessee.

Lessor shall tender to the lessee the appraised value at the time possession is tendered to lessor by the lessee.

SECTION FIVE

WARRANTIES OF TITLE AND QUIET POSSESSION

Lessor covenants that lessor is seized of the demised premises in fee simple and has full right to make and enter into this lease and that lessee shall have quiet and peaceable possession of the demised premises during the term of this lease agreement.

SECTION SIX

USES PROHIBITED

A. Lessee shall not use, or permit the demised premises, or any part of the demised premises, to be used, for any purpose or purposes other than the purpose or purposes for which the demised premises are leased under this lease agreement. No use shall be made or permitted to be made of the demised premises, or acts done, which will cause a cancellation of any insurance policy covering the building located on the premises, or any part of such building.

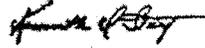
B. Lessee shall, at its sole cost, comply with all requirements, pertaining to the demised premises, of any insurance organization or company, necessary for the maintenance of insurance, as provided in this lease agreement, covering any building and appurtenances at any time located on the demised premises.

SECTION SEVEN

LEASE TO TENANTS

Attached hereto and made a part hereof is the Standard Form Lease utilized by lessee in leasing units to tenants. Modifications to said lease form, except modifications required by law, shall be made subject to the approval of the Winnebago County Board. Lessee's interest in said premises shall not be assigned without the written consent of the Lessor.

SECTION EIGHT



ABANDONMENT OF PREMISES

Lessee shall not vacate or abandon the premises at any time during the term of this lease agreement.

SECTION NINE

WASTE AND NUISANCE PROHIBITED

A. During the term of this lease, lessee shall comply with all applicable laws affecting the demised premises, the breach of which might result in any penalty of lessor or forfeiture of lessor's title to the demised premises.

B. Lessee shall not commit, or suffer to be committed, any waste on the demised premises, or any nuisance.

SECTION TEN

NOTICES

A. All notices, demands, or other writing in this lease agreement provided to be given or made or sent, or which may be given or made or sent by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

TO LESSOR: Steven M. Chapman, 404 Elm Street, Suite 504
Rockford IL 61101

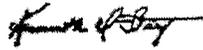
TO LESSEE:

B. The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

SECTION ELEVEN

TAXES AND ASSESSMENTS

A. As additional rental under this lease agreement, lessee shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, charges, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature and kind whatsoever, including all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge on or against the demised premises or any part of the demised



premises, the leasehold of lessee in and under this lease agreement, the premises described in this lease agreement, any building or buildings, or any other improvements now or hereafter on the demised premises, or on or against lessee's estate created by this lease agreement that may be a subject of taxation, or on or against lessor by reason of its ownership of the fee underlying this lease agreement, during the entire term of this lease agreement, excepting only those taxes specifically excepted below.

B. Specifically and without in any way limiting the generality of the provisions of Paragraph A of this section, lessees shall pay all special assessments and levies or charges made by any municipal or political subdivision for local improvements, and shall pay the same in cash as they shall fall due and before they shall become delinquent and as required by the act and proceedings under which any such assessments, or levies or charges are made by any municipal or political subdivision if the right is given to pay either in one sum or in installments, lessee may elect either mode of payment and its election shall be binding on lessor. If, by making such election, to pay in installments, any of such installments shall be payable after the termination of this lease agreement or any extended term of this lease agreement, the unpaid installments shall be prorated as of the date of termination, and amounts payable after that date shall be paid by lessor. All of the taxes and charges under this Section Nine shall be prorated at the commencement and expiration of the term of this lease agreement.

C. If lessees shall in good faith desire to contest the validity or amount of any tax, assessment, levy, or other governmental charge agreed in this section to be paid by lessees, lessees shall be permitted to do so, and to defer payment of such tax or charge, the validity or amount of which lessee is so contesting, until final determination of the contest, on giving to lessor written notice thereof prior to the commencement of any such contest, which shall be at least ninety (90) days prior to delinquency, and on protecting lessor on demand by a good and sufficient surety bond against any such tax, levy, assessment, rate or governmental charge, and from any costs, liability, or damage arising out of any such contest.

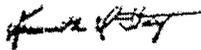
D. All rebates on account of any taxes, rates, levies, charges, or assessments required to be paid and paid by lessee under the provisions of this lease agreement shall belong to lessee, and lessor will, on the request of lessee, execute any receipts, assignments, or other documents that may be necessary to secure the recovery of any rebates, and will pay over to lessee any rebates that may be received by lessor.

E. Lessee shall obtain and deliver receipts or duplicate receipts for all taxes, assessments, and other items required under this lease agreement to be paid by lessee, promptly on payment of any such taxes, assessments, and other items.

SECTION TWELVE

RIGHT TO MAKE AGREEMENTS FOR UTILITY EASEMENTS

Lessee shall have the right to enter into reasonable agreements with utility companies creating easements in favor of such companies as are required in order to service the building on



the demised premises. Lessor covenants and agrees to consent to such agreements and to execute any and all documents, agreements and instruments, and to take all other actions, in order to effectuate them, all at lessee's cost and expense. It is hereby understood by the parties that the lessee shall be responsible for the cost of installation of all utilities required to service the building and the demised premises.

SECTION THIRTEEN

DISCHARGE OF LIENS

If as a result of any construction, rebuilding, remodeling, or demolition by lessee, or at its direction, any mechanic's lien or other lien, charge or order for the payment of money shall be filed against lessor or any portion of the demised premises, lessee shall, at its own cost and expense, cause it to be discharged of record or bonded within _____ days after written notice from lessor to lessee of the filing.

SECTION FOURTEEN

UTILITIES

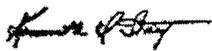
Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities of every kind furnished to the Lessee throughout the term of this lease agreement, and all other costs and expenses of every kind whatsoever of or in connection with the use, operation, and maintenance of the premises and all activities conducted on the premises, and lessor shall have no responsibility of any kind for any such utilities.

SECTION FIFTEEN

LIENS

A. Lessee's duty to keep premises free of liens. Lessee shall keep all and every part of the premises and all buildings and other improvements at any time located on the premises free and clear of any and all mechanics', material suppliers', and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of lessee, any alteration, improvement, or repairs or additions that lessee may make or permit or cause to be made, or any work or construction, by, for, or permitted by lessee on or about the premises, or any obligations of any kind incurred by lessee, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based, and to indemnify lessor and all of the premises and all buildings and improvements on the premises from and against any and all such liens and claims of liens and suits or other proceedings pertaining to the premises.

B. Contesting liens. If lessee desires to contest any lien, it shall notify lessor of its intention to do so within _____ (_____) days after the filing of the lien. In that case, and provided that lessee shall on demand protect lessor by a good and sufficient surety bond against



any lien and any cost, liability, or damage arising out of such contest, lessee shall not be in default under this lease agreement until _____ () days after the final determination of the validity of the lien, within which time lessee shall satisfy and discharge the lien to the extent held valid. However, the satisfaction and discharge of any lien shall not, in any case, be delayed until execution is had on any judgment rendered on a lien, and such delay shall be a default of lessee under this lease agreement.

C. Indemnification. In the event of any such contest, lessee shall protect and indemnify lessor against any and all loss, expense, and damage resulting from the contest.

SECTION SIXTEEN

INDEMNIFICATION OF LESSOR

Lessor shall not be liable for any loss, injury, death, or damage to persons or property that at any time may be suffered or sustained by lessee or by any person whosoever may at any time be using or occupying or visiting the demised premises or be in, on, or about the demised or in any way result from or arise out of any act, omission, or negligence of lessee or of any occupant, subtenant, visitor, or user of any portion of the premises, or shall result from or be caused by an other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth. Lessee shall indemnify lessor against any and all claims, liability, loss or damage whatsoever on account of any such loss, injury, death, or damage. Lessee waives all claims against lessor for damages to the building and improvements that are now on or hereafter placed or built on the premises and to the property of lessee in, on, or about the premises, and for injuries to persons or property in or about the premises, from any cause arising at any time. The two preceding sentences shall not apply to loss, injury, death, or damage arising by reason of the negligence or misconduct of lessor, its agents, or employees.

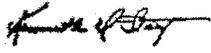
SECTION SEVENTEEN

REDELIVER OF PREMISES

A. Lessee shall pay the rent and all other sums required to be paid by lessee under this lease agreement in the amounts, at the times, and in the manner provided in this lease agreement, and shall keep and perform all their terms and conditions on its part to be kept and performed. At the expiration or earlier termination of this lease agreement, lessee shall peaceably and quietly quit and surrender to lessor the premises in good order and condition subject to the other provisions of this lease agreement.

B. In the event of the non-performance by lessee of any of the covenants of lessee undertaken in this lease agreement, this lease agreement may be terminated as provided elsewhere in this instrument.

SECTION EIGHTEEN



ROCKFORD HOUSING AUTHORITY RELATIONSHIP

Lessee shall provide to lessor a commitment from the Rockford Housing Authority whereby the Rockford Housing Authority shall provide the following services:

- A. Screening prospective residents which will include drug use and abuse screening and screening for criminal activity.
- B. The enforcement of the lease and the house rules.
- C. Physical improvements, such as, but not limited to:
 - (1) Key Card Access. A computerized system identifying entry and exit with a key card holder for residents and locking down any unnecessary entrances.
 - (2) Security Lighting of the Premises.
- D. Ongoing Network Meetings with Riverbluff staff and residents, planning for additional security measures should the need arise, such as on-site watchmen, evening staff, or any other precautions deemed appropriate.

SECTION NINETEEN

REMEDIES CUMULATIVE

All remedies conferred on lessor in this lease agreement shall be deemed cumulative and on one exclusive of the other, or of any other remedy conferred by law.

SECTION TWENTY

INSURANCE

A. Insurance coverage of premises. Lessee shall, at all times during the term of this lease agreement and at lessee's sole expense, maintain and all insurance policies necessary to meet its obligations under this lease agreement.

Lessor requires lessee to obtain General Liability insurance, with lessor as a named insured, in the amount of Two Million Dollars (\$2,000,000.00) and an umbrella policy in the amount of Five Million Dollars (\$5,000,000.00). Lessee shall provide lessor, prior to construction, with a commitment from an "A" rated insurance company that said insurance will be provided.

Ken Staaf

SECTION TWENTY - ONE

NOTICE OF DEFAULT

Lessee shall not be deemed to be in default under this lease agreement in the payment of rent of the payment of any other moneys as required or in the furnishing of any bond or insurance policy when required in this lease agreement unless lessor shall first give to lessee fifteen (15) days' written notice of the default and lessee fails to cure the default within fifteen (15) days of receipt of notice.

B. Except as to the provisions or events referred to in the preceding paragraph of this section, lessee shall not be deemed to be in default under this lease agreement unless lessor shall first give to lessee fifteen (15) days written notice of the default, and lessee fails to cure the default within the fifteen (15) day period, or, if the default is of such a nature that it cannot be cured within fifteen (15) days, lessee fails to commence to cure the default within the period of fifteen (15) days or fails thereafter to proceed to the curing of the default with all possible diligence.

SECTION TWENTY - TWO

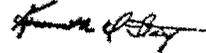
DEFAULT

In the event of breach of this lease agreement by the lessee, the lessor shall have all rights granted to it under the laws of the State of Illinois.

SECTION TWENTY - THREE

LESSEE'S RIGHT TO FIRST REFUSAL TO PURCHASE DEMISED PREMISES

If any time during the term of this lease agreement lessor shall receive from any third party a bona fide offer to purchase the demised premises at a price and on terms acceptable to lessor, lessor shall give written notice of the price and terms to lessee, and lessee shall have sixty (60) days thereafter in which to execute a written agreement with lessor for the purchase of the demised premises at that price and on those terms. If lessor shall so notify lessee and lessee shall fail to execute such agreement with the sixty (60) day period, lessor shall thereafter be free to sell the property to the third party making the offer on the same terms and conditions set forth in the offer. If the property is so sold to such party, then all rights of lessee under this section shall promptly terminate. If the property is not sold to the party making the offer, then lessor shall give lessee the same right to purchase the property on receiving any subsequent offer from any third party that is acceptable to lessor; provided, however, that nothing contained in this section shall in any way limit the right of lessor to transfer or convey the demised premises on the dissolution of lessor or otherwise, for nominal or no consideration, and lessee shall have no right to purchase the property in the event of a transfer or conveyance. This Section shall not allow the Lessor to terminate Lessee's leasehold upon sale of the property.



SECTION TWENTY - FOUR

SURRENDER OF LEASE

The voluntary or other surrender of this lease agreement by lessee, or a mutual cancellation of this lease agreement, shall not work a merger, and shall, at the option of lessor, terminate all or any existing subleases or subtenancies, or may, at the option of lessor, operate as an assignment to it of any or all such subleases or subtenancies.

SECTION TWENTY - SIX

WAIVER

A. The waiver by lessor of, or the failure of lessor to take action with respect to any breach of any term, covenant, or condition contained in this lease agreement shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of the same, or any other term, covenant or condition contained in this lease agreement.

B. The subsequent acceptance of rent under this lease agreement by lessor shall not be deemed to be a waiver of any preceding breach by lessee of any term, covenant, or condition of this lease agreement, other than the failure of lessee to pay the particular rental so accepted, regardless of lessor's knowledge of a preceding breach at the time of acceptance of rent.

SECTION TWENTY - SEVEN

EFFECT OF LESSEE'S HOLDING OVER

Any holding over after the expiration of the term of this lease agreement, with the consent of lessor, shall be construed to be a tenancy from year to year, at the same annual rental as required to be paid by lessee for the period immediately prior to the expiration of the term of this lease agreement, and shall otherwise be on the terms and conditions specified in this lease agreement, so far as applicable.

SECTION TWENTY - EIGHT

PARTIES BOUND

The covenants and conditions contained in this lease agreement shall, subject to the provisions as to assignment, transfer, and subletting, apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties to the lease agreement. All of the parties shall be jointly and severally liable under this lease agreement.

Handwritten signature

SECTION TWENTY - NINE

TIME OF THE ESSENCE

Time is of the essence of this lease agreement, and of each and every covenant, term, condition, and provision of this lease agreement.

SECTION THIRTY

SECTION CAPTIONS

The captions appearing under the section number designations of this lease agreement are for convenience and are not a part of this lease agreement and do not in any way limit or amplify the terms and provisions of this lease agreement.

SECTION THIRTY - ONE

GOVERNING LAW

It is agreed that this lease agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois.

SECTION - TWO

ENTIRE AGREEMENT

This lease agreement shall constitute the entire agreement between the parties. Any prior understandings or representation of any kind preceding the date of this lease agreement shall not be binding upon either part except to the extent incorporated in this agreement.

SECTION THIRTY - THREE

MODIFICATION OF AGREEMENT

Any modification of this lease agreement of additional obligation assumed by either party in connection with this lease agreement shall be binding only if evidence in a writing signed by each party of an authorized representative of each party.

SECTION THIRTY - FOUR

ADDITIONAL DOCUMENTS

The parties agree to execute whatever papers and documents may be necessary to effectuate the terms of this lease agreement.

0032633 06/30/2000 01:07P 12 of 13
Ken Staaf, Winnebago County Recorder



IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at Rockford, Illinois, on the date indicated below.

Lessor:
County of Winnebago

Dated: 6-16-00

By: Kristina Cahn

Lessee: Rockford Housing Development Corp.

Dated: 6/16/00

By: [Signature]

Ken Staaf

Leasehold Estate created by Lease from County of Winnebago, lessor, to
EXXON MOBIL, lessee, dated 4/1/00, of which Lease was recorded
as Document Number 0032633, which lease demises the following described land for a
term of years beginning 01/01/00 and ending 12/31/20, to-wit:
part of the Northwest Quarter (NW 1/4) of Section 1, Township 44 North, Range 1 East of the Third
Principal Meridian, bounded and described as follows, to-wit: Commencing at the Southwest corner of Lot
Seven (7) as designated upon Plat Number 1 of North Main Industrial Park, being a Subdivision in part of
the Southwest Quarter (SW 1/4) of Section 36, Township 45 North, Range 1 East of the Third Principal
Meridian, Winnebago County, Illinois, the Plat of which is recorded in Book 35 of Plats on Page 370 in the
Recorder's Office of Winnebago County, Illinois; thence Southerly along the Southerly extension of the
East line of North Main Street herein designated an assumed bearing of South 1' 44' 05" East a distance
of Eight Hundred Eighty and Seventy-seven Hundredths (880.77) feet, thence North 90' 00' 00" East a
distance of Two Hundred Twelve and Ninety-four Hundredths (212.94) feet to the point of beginning for
the following described parcel; thence North 00' 00' 00" East a distance of Seventy and Thirty-five
Hundredths (70.35) feet to a point of curve; thence Northeasterly along a circular curve to the right (radius
point being East) having a radius of Two Hundred Fifty-five (255.00) feet to a point of compound curve,
the chord across the last described circular curve course being North 38' 15' 54" East Three Hundred
Fifteen and Eighty-four Hundredths (315.84) feet thence Southeasterly along a circular curve to the right
(radius point being South) having a radius of Three Hundred Fifteen (315.00) feet to its intersection with
its chord which bears South 32' 01' 27" East and measures Two Hundred Thirty and Thirty-four
Hundredths (230.34) feet; thence South 29' 25' 18" West a distance of One Hundred Twenty and One
Tenth (120.10) feet; thence South 52' 07' 22" West a distance of Two Hundred Ninety-six and Five
Hundredths (296.05) feet; thence South 90' 00' 00" West a distance of One Hundred Thirty-one and Four
Hundredths (131.04) feet to the point of beginning, situated in the county of Winnebago and state of
Illinois.

1812-056

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

SUBMITTED BY: HEALTH AND HUMAN SERVICES COMMITTEE

2005 CR 90

RESOLUTION AUTHORIZING THE AMENDMENT OF AND THE
ASSIGNMENT OF LEASE WITH STEPPING STONES OF ROCKFORD, INC.

WHEREAS, by Resolution 2004 CR 51 dated March 25, 2004, the County Board authorized the execution of an Addendum to the Lease Agreement with Stepping Stones of Rockford, Inc. for two acres of land adjacent to River Bluff Nursing Home; and

WHEREAS, in order to be eligible for a loan to purchase the building, Stepping Stones of Rockford, Inc., had to form River North of Rockford to be the lessee of the above land; and

WHEREAS, Stepping Stones of Rockford, Inc. has requested that the County of Winnebago execute the attached Assignment of Lease and Assumption of Lease by River North of Rockford, and execute the attached Addendum and Assignment to Lease Agreement with River North of Rockford.

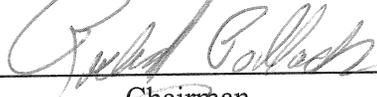
NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that its Chairman is authorized to execute on behalf of the County of Winnebago the attached Assignment of Lease and Assumption of Lease, the Addendum and Assignment to Lease Agreement, and any other related documents with River North of Rockford which it needs to obtain the Illinois Housing Development Authority loan for the building on the land which is the subject of the Lease Agreement.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect immediately upon its adoption.

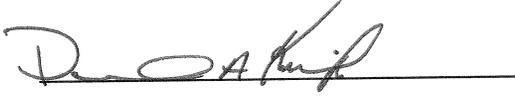
BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby directed to prepare and deliver certified copies of the Resolution to the Winnebago County Auditor and Administrator, and to Sherry L. Harlan, Esq., Hinshaw & Culbertson, LLP, P.O. Box 1389, Rockford, IL 61105-1389.

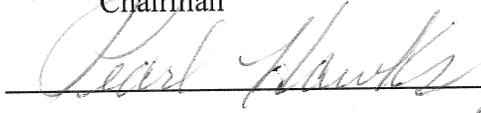
Respectfully Submitted,

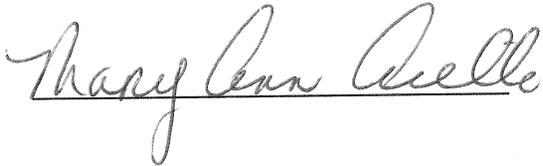
HEALTH AND HUMAN SERVICES COMMITTEE



Chairman

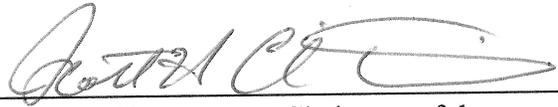






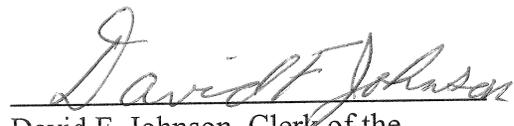


The above and foregoing Resolution as adopted by the County Board of the County of Winnebago, Illinois, this 28th day of April, 2005.



Scott H. Christiansen, Chairman of the
County Board of the County of
Winnebago, Illinois

ATTEST:



David F. Johnson, Clerk of the
County Board of the County
of Winnebago, Illinois

ADDENDUM AND ASSIGNMENT TO LEASE AGREEMENT

PROPERTY CODE: 11-01-101-003

Prepared by and Return to:

**Hinshaw & Culbertson LLP
Sherry L. Harlan
100 Park Avenue
P.O. Box 1389
Rockford, IL 61105-1389
(815) 490-4934**

ASSIGNMENT OF LEASE AND ASSUMPTION OF LEASE

ROCKFORD HOUSING DEVELOPMENT CORPORATION, an Illinois not for profit Corporation, as Lessee pursuant to that certain Lease Agreement Lease dated July 16, 2000, hereby assigns the Lease to RIVER NORTH OF ROCKFORD, an Illinois not for profit Corporation. The Lease is for certain property legally described on the attached Exhibit A. By executing this Assignment, the Lessor, the COUNTY OF WINNEBAGO hereby agrees to this Assignment. The new Lessee agrees to be bound by all and assume all of the terms and conditions contained in the Lease Agreement.

LESSEE:

RIVER NORTH OF ROCKFORD

By: _____
John Burns

Its: _____
President

LESSOR:

COUNTY OF WINNEBAGO

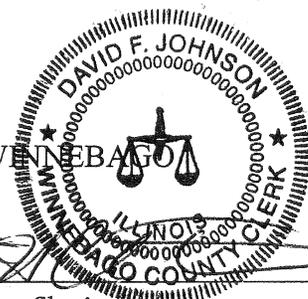
By: _____
Scott Christiansen

Its: _____
Winnebago County Board Chairman

ROCKFORD HOUSING DEVELOPMENT CORPORATION

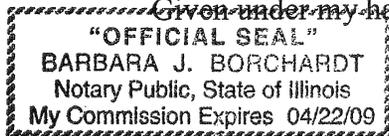
By: _____
John Burns

Its: _____
President



I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT THE COUNTY OF WINNEBAGO has caused its corporation seal to be affixed hereto, and has caused its name to be signed to these presents by SCOTT CHRISTIANSEN, its CHAIRMAN, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 3rd day of May, 2005.



Barbara J. Borchardt
Notary Public

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT RIVER NORTH OF ROCKFORD has caused its corporation seal to be affixed hereto, and has caused its name to be signed to these presents by John Burns, its President, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this ___ day of _____, 2005.

Notary Public

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT ROCKFORD HOUSING DEVELOPMENT CORPORATION has caused its corporation seal to be affixed hereto, and has caused its name to be signed to these presents by _____, its _____, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this ___ day of _____, 2005.

Notary Public

LEGAL DESCRIPTION

4505 N. MAIN STREET, ROCKFORD, IL.

Part of the Northwest Quarter (1/4) of Section 1, Township 44 North, Range 1 East of the Third Principal Meridian, bounded and described as follows, to-wit: Commencing at the Southwest corner of Lot Seven (7) as designated upon Plat No. 1 of North Main Industrial Park, being a Subdivision in part of the Southwest Quarter (1/4) of Section 36, Township 45 North, Range 1 East of the Third Principal Meridian, Winnebago County, Illinois, the Plat of which is recorded in Book 35 of Plats on Page 370 in the Recorder's Office of Winnebago County, Illinois; thence Southerly along the Southerly extension of the East line of North Main Street herein designated an assumed bearing of South 1 degree 44' 05" East, a distance of Eight Hundred Eighty and Seventy-seven Hundredths (880.77) feet; thence North 90 degrees 00' 00" East a distance of Two Hundred Twelve and Ninety-four Hundredths (212.94) feet to the point of beginning for the following described parcel; thence North 00 degrees 00' 00" East a distance of Seventy and Thirty-five Hundredths (70.35) feet to a point of curve; thence Northeasterly along a circular curve to the right (radius point being East) having a radius of Two Hundred Fifty-five (255.00) feet to a point of compound curve, the chord across the last described circular curve course being North 38 degrees 15' 54" East Three Hundred Fifteen and Eighty-four Hundredths (315.84) feet; thence Southeasterly along a circular curve to the right (radius point being South) having a radius of Three Hundred Fifteen (315.00) feet to its intersection with its chord which bears South 82 degrees 01' 27" East and measured Two Hundred Thirty and Thirty-four Hundredths (230.34) feet; thence South 29 degrees 25' 18" West a distance of One Hundred Twenty and One Tenth (120.10) feet; thence South 52 degrees 07' 22" West a distance of Two Hundred Ninety-six and Five Hundredths (296.05) feet; thence South 90 degrees 00' 00" West a distance of One Hundred Thirty-one and Four Hundredths (131.04) feet to the point of beginning; situated in the County of Winnebago and State of Illinois.

ASSIGNMENT OF LEASE AND ASSUMPTION OF LEASE

PROPERTY CODE: 11-01-101-003

Prepared by and Return to:

Hinshaw & Culbertson LLP
Sherry L. Harlan
100 Park Avenue
P.O. Box 1389
Rockford, IL 61105-1389
(815) 490-4934

ADDENDUM AND ASSIGNMENT TO LEASE AGREEMENT

This Addendum to Lease Agreement ("Lease Addendum") is made this _____ day of _____, 2005 for the purpose of amending that certain Lease Agreement ("Lease") dated June 16, 2000 between the County of Winnebago, an Illinois body politic and corporate as ("Lessor") and River North of Rockford, an Illinois not for Profit Corporation as ("Lessee").

WHEREAS:

1. Lessor entered into the Lease with the Rockford Housing Development Corporation, ("RHA") on July 16, 2000 for those premises described as vacant land containing a multi-tenant residential building located at 4505 North Main Street, Rockford, Illinois as depicted and legally described on Exhibit A hereto ("Premises or Property "); and
2. The Lease only burdens the underlying land as the improvements ("Improvements") on the Premises are owned by RHA while the land is owned in fee simple by the Lessor; and
3. RHA then Sublet the Improvements only on the Premises to Lessee by a Sublease Agreement ("Agreement") dated July 1, 2002 whereby Lessee began operating the Improvements on the Premises for its use as a residential apartment to house clients of the Lessee; and
4. The Improvements on the Premises are being purchased by the Lessee from the RHA by separate agreement (See Exhibit B), but such agreement is subject to the approval of Lessor of this Lease Amendment; and
5. The Lessor and Lessee wish to amend the Lease for the underlying land as set forth in the Lease Addendum.

Therefore in consideration of the recitals set forth above and in reliance on the amendments set forth below the parties hereto agree as follows:

1. Lease Ratified. The Lessor and Lessee agree that the Lease is in full force and effect and there are no defaults remaining uncured as of the date of this Addendum.
2. Term. The Initial Term of the Lease pursuant to Section Two of the Lease terminates on June 15, 2020. The Lease shall automatically renew for a new twenty year term ("Renewal Term") commencing on June 16, 2020 and terminating on June 15, 2040 unless Lessee gives Lessor notice within six months of the expiration of the Initial Term that the Lease shall expire. The rent for the Renewal Term shall be \$2,000.00 for the entire Renewal Term payable in yearly installments of \$120.00 per year on the 8th day of April.

3. Use. The Premises shall be utilized for residential purposes consistent with current use.
4. Maintenance. All maintenance to the Improvements consisting of the Building on the Premises, the driveways, parking lots and all landscaping shall be at the cost and expense of the Lessee. As of the date of this Addendum, the Premises comply with all County Ordinances
5. Compensation to Lessee. Lessor shall pay Lessee the compensation set forth in Section Five of the Lease not only at the natural termination of the Lease, but also at any time the lease terminates, unless a breach shall be caused by Lessee, remain uncured and Lessor is awarded possession of the Premises by a court of competent jurisdiction.
6. Lease to Tenants. Section Eight of the Lease shall be revised to allow Lessee to utilize its form of agreement to lease units in the premises to its clients. The form of sublease utilized with its clients does not need to be approved by the County of Winnebago.
7. Notices. Notices shall be given to Lessee pursuant to Section Eleven to: River North of Rockford, 706 N. Main Street, Rockford, IL 61103, Attention: Executive Director.
8. Section Thirteen. All of Section Thirteen except the last sentence of the first paragraph shall be deleted in its entirety. The words, "provided compensation is paid in accordance with Section Five" shall be added after the last word in the last line of paragraph one.
9. Deletion of Construction Provisions. Sections Thirteen, Fourteen and Fifteen of the Lease are hereby deleted as the Improvements have been constructed on the Premises.
10. Right to Continue Utility Easements and Access Easements. Utility Lines servicing the Premises are installed through the Premises and connect at the Premises lot line with main lines running throughout the Winnebago County owned property. Lessee shall have the right to maintain and replace the utility lines running through the Premises at its expense and the County shall not impede Lessee's ability to utilize utility lines installed in County owned property. In addition, all driveways located on the Premises shall be maintained by the Lessee, but the driveways and access ways located off the Premises shall be maintained by the Lessor and Lessee shall be given uninterrupted and continuous access to the internal access roads owned by the County in order to access Main Street (Illinois Route 2.)
11. Alterations. Provided Lessee complies with the provisions in the Lease concerning liens, Lessee may make any and all Improvements to the Premises as required for Lessee's use.

12. Insertion in Sections 18 and 20. Insert in Sections 18 and 20, in the blank lines, "thirty (30) days" in all three places there is a blank.
13. Deletion of Section Twenty-Three. Section Twenty Three shall be deleted in its entirety from the Lease.
14. Insurance per Section Twenty-Five. The Insurance Binder has been provided per Section Twenty-Five to Lessor as of the date of this Addendum.
15. Sale of Improvements and Premises. Section Twenty-Eight of the Lease shall be deleted. Instead Lessor consents to the Sale of the Improvements on the Premises by the Rockford Housing Authority on the Terms set forth on the Contract attached as Exhibit B

In addition, Lessor agrees to grant Lessee an exclusive option such that if Lessee gives written notice of Lessee's intent to purchase the Premises at any time within two years of the date of this Addendum for the purchase price of Fair Market Value as established by an appraiser acceptable to both parties. Lessor shall plat the Premises in substantially the same form as that shown on Exhibit C at its cost and expense including platting the access driveway to Main Street as a private Road. Lessor shall thereafter convey the Premises by recordable warranty deed to Lessee within 120 days of receipt of Lessee's written notice. All compliance with the County of Winnebago plat requirements shall be at the expense of the Lessor. This Lease shall terminate at the closing on the purchase of the Premises by the Lessee. The Deed from Lessor to Lessee, shall contain a prohibition on use restricting the property to residential and office use by not for profit entities.

16. Assignment and Subletting. This Lease may be assigned or sublet by Lessee for any use consistent with the underlying zoning and in compliance with all laws and ordinances.
17. Termination of the Agreement. The Agreement entered into with the RHA shall terminate as of the date of execution of this Addendum and RHA shall be relieved of any of its obligations and duties under the Agreement.
18. Damage or Destruction by Fire or Casualty. Lessee shall comply with the terms of its mortgage or grant from the Illinois Housing and Development Authority ("IHDA") in the event of a casualty involving the Improvements on the Premises. In all cases where not required by IHDA, Lessee shall have the right but not the obligation to rebuild or restore the Premises. In the event the terms of the mortgage do not require a rebuilding of the Improvements and Lessee desires not to rebuild the Improvements, Lessee shall demolish and clear away all debris utilizing the insurance proceeds and fill in the foundation on the Premises.
19. Attornment. Lessor agrees in the event of a default by Lessee under the terms of its mortgage with IHDA to attorn to IHDA provided IHDA and any successor tenant comply with the terms of the Lease. Lessor agrees to execute any reasonable documents IHDA requires to evidence this attornment.

County of Winnebago, as "Lessor"

River North of Rockford, as "Lessee"

By: 
CHAIRMAN SCOTT CHRISTIANSEN

By: _____
John Burns, Its President

Its: WINNEBAGO COUNTY BOARD CHAIRMAN

APPROVED:

Rockford Housing Development Corporation

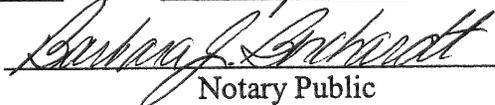
By: _____

Its: _____

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT THE COUNTY OF WINNEBAGO has caused its corporation seal to be affixed hereto, and has caused its name to be signed to these presents by SCOTT CHRISTIANSEN, its CHAIRMAN, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 30th day of May, 2005.

"OFFICIAL SEAL"
BARBARA J. BORCHARDT
Notary Public, State of Illinois
My Commission Expires 04/22/09


Notary Public

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT RIVER NORTH OF ROCKFORD has caused its corporation seal to be affixed hereto, and has caused its name to be signed to these presents by John Burns, its President, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this _____ day of _____, 2005.

Notary Public

County of Winnebago as "Lessor"

River North of Rockford, as "Lessee"

By: _____

By: John Burns
John Burns, Its President

Its: _____

APPROVED:

Rockford Housing Development Corporation

By: [Signature]

Its: [Signature]

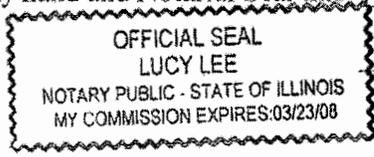
I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT THE COUNTY OF WINNEBAGO has caused its corporation seal to be affixed hereto, and has caused its name to be signed to these presents by _____, its _____, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this _____ day of _____, 2005.

Notary Public

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT RIVER NORTH OF ROCKFORD has caused its corporation seal to be affixed hereto, and has caused its name to be signed to these presents by John Burns, its President, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the purposes therein set forth, including the release and waiver of the right of homestead.

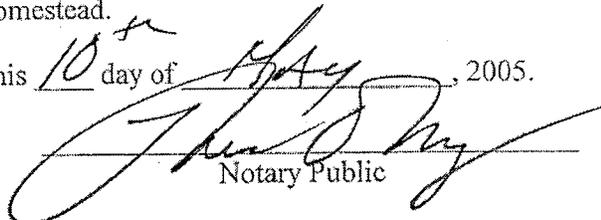
Given under my hand and Notarial Seal this 10th day of May, 2005.

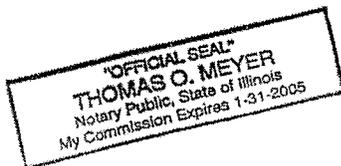


Lucy Lee
Notary Public

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT ROCKFORD HOUSING DEVELOPMENT CORPORATION has caused its corporation seal to be affixed hereto, and has caused its name to be signed to these presents by JOHN GROSSMAN its CHAIRMAN, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 10th day of May, 2005.


Notary Public



I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO
HEREBY CERTIFY THAT ROCKFORD HOUSING DEVELOPMENT CORPORATION has
caused its corporation seal to be affixed hereto, and has caused its name to be signed to these
presents by _____, its _____, who is personally known to me
to be the same person whose name is subscribed to the foregoing instrument, as having executed
the same, appeared before me this day in person and acknowledged that he signed, sealed and
delivered the said instrument as his free and voluntary act for the purposes therein set forth,
including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this ____ day of _____, 2005.

Notary Public

LEGAL DESCRIPTION

4505 N. MAIN STREET, ROCKFORD, IL.

Part of the Northwest Quarter (1/4) of Section 1, Township 44 North, Range 1 East of the Third Principal Meridian, bounded and described as follows, to-wit: Commencing at the Southwest corner of Lot Seven (7) as designated upon Plat No. 1 of North Main Industrial Park, being a Subdivision in part of the Southwest Quarter (1/4) of Section 36, Township 45 North, Range 1 East of the Third Principal Meridian, Winnebago County, Illinois, the Plat of which is recorded in Book 35 of Plats on Page 370 in the Recorder's Office of Winnebago County, Illinois; thence Southerly along the Southerly extension of the East line of North Main Street herein designated an assumed bearing of South 1 degree 44' 05" East, a distance of Eight Hundred Eighty and Seventy-seven Hundredths (880.77) feet; thence North 90 degrees 00' 00" East a distance of Two Hundred Twelve and Ninety-four Hundredths (212.94) feet to the point of beginning for the following described parcel; thence North 00 degrees 00' 00" East a distance of Seventy and Thirty-five Hundredths (70.35) feet to a point of curve; thence Northeasterly along a circular curve to the right (radius point being East) having a radius of Two Hundred Fifty-five (255.00) feet to a point of compound curve, the chord across the last described circular curve course being North 38 degrees 15' 54" East Three Hundred Fifteen and Eighty-four Hundredths (315.84) feet; thence Southeasterly along a circular curve to the right (radius point being South) having a radius of Three Hundred Fifteen (315.00) feet to its intersection with its chord which bears South 82 degrees 01' 27" East and measured Two Hundred Thirty and Thirty-four Hundredths (230.34) feet; thence South 29 degrees 25' 18" West a distance of One Hundred Twenty and One Tenth (120.10) feet; thence South 52 degrees 07' 22" West a distance of Two Hundred Ninety-six and Five Hundredths (296.05) feet; thence South 90 degrees 00' 00" West a distance of One Hundred Thirty-one and Four Hundredths (131.04) feet to the point of beginning; situated in the County of Winnebago and State of Illinois.

Ex. A_c-1

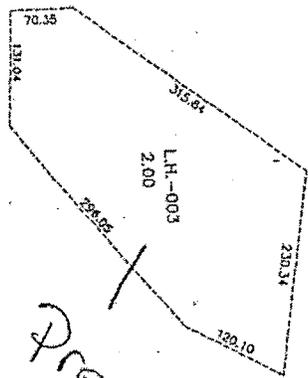
ST. (2)

11-02B

N. Main St.

1450.02

X 85 X 135 X 300



Premises

(101)
-002
54.94

(503) 1851.63

520.11

07-36C

§ C.M. ST. P. & P.

168.3

(503) -001

R.R.

AGREEMENT

This Agreement ("Agreement") is made and entered into as of the 15 day of JULY, 2005, by and between **RIVER NORTH OF ROCKFORD**, an Illinois not-for-profit corporation ("Borrower"), **COUNTY OF WINNEBAGO**, an Illinois body politic and corporate ("Ground Lessor"), **ROCKFORD HOUSING DEVELOPMENT CORPORATION**, an Illinois not-for-profit corporation ("HDC") and the **ILLINOIS HOUSING DEVELOPMENT AUTHORITY**, a body politic and corporate ("Lender").

RECITALS

A. The Ground Lessor is the fee owner of certain real estate located at 4505 North Main Street, Rockford, Illinois, legally described on Exhibit A, attached hereto and a part hereof ("Fee Estate"). Pursuant to that certain Lease Agreement dated June 16, 2000 ("Ground Lease") the Ground Lessor leased to HDC the leasehold estate ("Leasehold Estate"). Pursuant to that certain assignment dated June 1, 2005 ("Assignment") HDC assigned the Ground Lease and the Leasehold Estate to Borrower. HDC is the owner of the improvements ("Improvements") constructed on the Fee Estate. Pursuant to that certain Sale Agreement dated February 1, 2005 ("Sale Agreement") HDC has sold or will sell the Improvements upon completion of the financing from the Lender, the Improvements to Borrower.

B. Borrower has applied to Lender for a loan under Lender's Trust Fund Lending Program, in an amount not to exceed \$1,083,700.00 ("Loan"). The proceeds of the Loan, along with other monies, are to be utilized by Borrower's for its acquisition of the Improvements and the assignment of the Ground Lease and Leasehold Estate. The Loan shall be secured by, among other things, a first security interest in the Leasehold Estate and the Improvements. Lender has requested certain covenants and agreements from Borrower, Ground Lessor and HDC and Lender would not make the Loan without the covenants and agreements contained in this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and considerations set forth in this Agreement, the parties hereto agree as follows:

1. **COVENANTS AND AGREEMENTS OF GROUND LESSOR.** The Ground Lessor covenants and agrees for the benefit of Lender, its successors and assigns, to the following:
 - a. Ground Lessor consents to the Assignment and the purchase of the Improvements by Borrower from HDC. Ground Lessor recognizes Borrower as holder of the Leasehold Estate, lessee (as defined in the Ground Lease) pursuant to the Ground Lease and owner of the Improvements.

- b. A true and accurate copy of the Ground Lease is attached hereto and incorporated herein as Exhibit B. The Ground Lease incorporates the entire agreement between Ground Lessor and HDC and ultimately Borrower and no amendments, modifications or other understandings or agreements exist, whether verbally or in writing, between the parties other than the Ground Lease. The Ground Lease is of full force and effect.
- c. As of the date hereof, no default exists, or event or condition exists, which except for the giving of notice or passage of time, or both, could become a default under the Ground Lease.
- d. Ground Lessor consents to the making of the Loan and the security for the Loan. The Lender can amend or modify its loan documents at any time without the consent or approval of Ground Lessor, provided this Agreement may not be amended without Ground Lessor 's Agreement.
- e. The Ground Lessor may mortgage, encumber, assign, sell or transfer the Fee Estate or the Ground Lease; provided that the assignee, purchaser or fee mortgagee consents to this Agreement and the rights of Lender contained herein.
- f. Ground Lessor will not modify or amend the Ground Lease without the consent of Lender, which consent shall be reasonable. Any termination of the Ground lease will only occur if a default pursuant to the Ground Lease remains uncured after application of cure provisions as set forth in the Ground Lease and in this Agreement.
- g. If any casualty, taking or condemnation occurs relating to the Improvements only, the handling of such casualty, taking or condemnation shall be determined by the terms, conditions and provisions of the Loan Documents, notwithstanding any contrary provisions in the Ground Lease. Taking or condemnation proceedings related to the land around the Improvements shall be settled by the condemning authority.
- h. Lender's form lease and any modifications thereto agreed to between Lender and Borrower shall be utilized for leases executed by tenants of the Leasehold Estate and any requirements for approval of lease forms or leases in the Ground Lease is hereby waived by Ground Lessor.
- i. Ground Lessor will notify Lender in writing of any defaults under the Ground Lease and provide Lender with an opportunity

to cure such defaults. Lender will have 15 additional days beyond the number of days Borrower has in the Ground Lease to cure monetary defaults thereunder. For non-monetary defaults, such as , but not limited to repairs and maintenance to the premises, Lender shall have such additional time as is reasonably necessary to cure such defaults provided Lender is diligently pursuing such cure. Notwithstanding the above, regarding any non-monetary defaults under the Ground Lease which: (i) are personal to Borrower or by their nature cannot be cured by Lender, such as for example only, fraud committed by the Borrower or (ii) require possession of the Leasehold Estate and/or Improvements to cure, the cure period shall be extended until such time as the Lender acquires title to the Leasehold Estate and Improvements. Regarding defaults the nature of which are referred to in clause (i) of the immediately preceding sentence, the Lender's acquisition of the Leasehold Estate and Improvements pursuant to foreclosure, deed-in-lieu of foreclosure or otherwise shall be deemed a cure of such defaults. Regarding defaults the nature of which are referred to in clause (ii) of the immediately preceding sentence, after the Lender acquires the Leasehold Estate and Improvements, Lender shall have a reasonable period of time to cure such defaults, provided Lender diligently pursues such cure.

- j. Ground Lessor agrees to forbear from pursuing any of its remedies under the Ground Lease as long as Lender is pursuing either a direct cure of a default under the Ground Lease, or acquisition of the Leasehold Estate and Improvements.
- k. Ground Lessor agrees to accept a cure by Lender under the Ground Lease.
- l. If the Ground Lease is terminated in bankruptcy or otherwise, Ground Lessor agrees to execute and provide to Lender for execution by Lender a new ground lease with the same terms and conditions provided in the Ground Lease.
- m. Any cure rights, rights to a new ground lease or any other rights provided to Lender hereunder shall be solely at the option of Lender, its successors and assigns and Lender, its successors and assigns is under no obligation to cure any default under the Ground Lease or accept a new ground lease if tendered by Ground Lessor.
- n. Any rights provided to Lender herein are also provided to Lender's successors and assigns. Lender may assign its rights

in this Agreement to a third party and Ground Lessor hereby recognizes Lender's successors and assigns as the holder of such rights as contained herein and accepts such third party as Lender for all purposes hereunder. Such third party may acquire such rights contained in this Agreement, the Leasehold Estate and the Improvements from Lender pursuant to an assignment of this Agreement and purchase or other acquisition of the Improvements directly from Lender, from Borrower, or pursuant to a foreclosure sale. Notwithstanding the foregoing, in the event Lender or a successor acquire title to the Improvements and succeeds to the interest of Borrower, the consent of Ground Lessor shall be required for the use of the Improvements and Leasehold Estate. Ground Lessor in no way waives its right to consent to the assignment or sublet of the Improvements or Leasehold Estate. Further, notwithstanding the foregoing, in the event Lessor, a successor or assign acquire title to the Improvements and succeeds to the interest of the Borrower under the Ground Lease, the consent of Ground lessor shall not be withheld, provided Lender, its successors or assigns continues the use of the Leasehold Estate as residential elderly/disabled housing.

- o. If Lender, its successors or assigns succeeds to the interest of Borrower under the Ground Lease and acquires title to the Improvements, Ground Lessor hereby recognizes Lender, its successors or assigns as lessee under the Ground Lease for all purposes therein as if lender, its successors or assigns had originally executed the Ground Lease as lessee. Notwithstanding the foregoing, in the event Lender or a successor lender acquire title to the Improvements and succeeds to the interest of Borrower, the consent of Ground Lessor shall be required for the use of the Improvements and Leasehold Estate. Ground Lessor in no way waives its right to consent to the assignment or sublet of the Improvements or Leasehold Estate. Further, notwithstanding the foregoing, in the event Lessor, a successor or assign acquire title to the Improvements and succeeds to the interest of the Borrower under the Ground Lease, the consent of Ground lessor shall not be withheld, provided Lender, its successors or assigns continues the use of the Leasehold Estate as residential elderly/disabled housing.
- p. Borrower may obtain a new mortgage loan to pay-off the Loan and Ground Lessor hereby consents to such new loan and hereby provides to the new lender all of the same terms, covenants and conditions as contained herein.

- q. A default under the Loan Documents, including without limitation a foreclosure thereunder, shall not be a default under the Ground Lease.
- r. HDC has assigned and sold its entire interest in the Ground Lease and Improvements to the Borrower and Ground Lessor hereby consents to such assignment and sale.

2. **COVENANTS AND AGREEMENTS OF BORROWER**. The Borrower covenants and agrees for the benefit of Lender, its successors and assigns to the following:

- a. A true and accurate copy of the Ground Lease is attached hereto and incorporated herein as Exhibit B. The Ground Lease incorporates the entire agreement between Ground Lessor and HDC and ultimately Borrower and no amendments, modifications or other understandings or agreements exist, whether verbally or in writing, between the parties other than the Ground Lease. The Ground Lease is of full force and effect.
- b. As of the date hereof, no default exists, or event or condition exists, which except for the giving of notice or passage of time, or both, could become a default under the Ground Lease.
- c. Borrower will not modify, amend or terminate the Ground Lease without the consent of Lender.

3. **COVENANTS AND AGREEMENTS OF HDC**. HDC covenants and agrees for the benefit of Lender, its successors and assigns to the following:

- a. A true and accurate copy of the Ground Lease is attached hereto and incorporated herein as Exhibit B. The Ground Lease incorporates the entire agreement between Ground Lessor and HDC and ultimately Borrower and no amendments, modifications or other understandings or agreements exist, whether verbally or in writing, between the parties other than the Ground Lease. The Ground Lease is of full force and effect.
- b. To the best of its knowledge, as of the date hereof, no default exists, or event or condition exists, which except for the giving of notice or passage of time, or both, could become a default under the Ground Lease.

- c. HDC has assigned its rights in the Ground Lease to Borrower pursuant to the Assignment and has sold the Improvements to Borrower. HDC has no further rights in the Ground Lease or Improvements.

4. **ADDITIONAL PROVISIONS.**

- a. All parties to this Agreement certify that they have the proper authority to enter into this Agreement and all organizational requirements have been satisfied and obtained.
- b. Unless otherwise specified, any notice, demand or request required under this Agreement shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier, receipt requested; or (c) registered or certified mail, return receipt requested.

If to the Borrower:

River North of Rockford
c/o Stepping Stones of Rockford, Inc.
706 North Main Street
Rockford, Illinois 61103
Attention: Gary Verni-Lau

If to the Lender:

Illinois Housing Development Authority
401 N. Michigan Ave., Suite 900
Chicago, Illinois 60611
Attention: Legal Department

If to the Ground Lessor:

County of Winnebago
404 Elm Street, Room 504

Rockford, IL 61101
Attention: Winnebago County Administrator

If to HDC:

Rockford Housing Development Corporation
223 S. Winnebago Street
Rockford, Illinois, 61102
Attention: Lewis Jordan

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand or request sent pursuant to clause (a) shall be deemed received upon such personal service. Any notice, demand or request sent pursuant to clause (b) shall be deemed received on the business day immediately following deposit with the overnight courier, and any notice, demand or request sent pursuant to clause (c) shall be deemed received on the third (3rd) business day following deposit in the mail.

- c. This Agreement and the documents referred to herein constitute the entire agreement between and among the parties hereto. This Agreement cannot be modified or amended in any manner other than a written amendment executed by all of the parties except HDC. HDC hereby agrees that modifications to this Agreement do not need to be executed by HDC.
- d. If there is any inconsistency between this Agreement and any other document referred to herein, the provisions of this Agreement shall prevail.
- e. Invalidation of any one or more clauses in any provision, or any entire provision, of this Agreement by judgment, order, or decree of state or federal court shall in no way affect any other clause or provision of this Agreement, all of which shall remain in full force and effect.
- f. This Agreement shall be a contract made under, governed by and construed in accordance with the laws of the State of Illinois, exclusive of its conflict of laws provisions.
- g. The recitals set forth at the outset of this Agreement are incorporated in and made a part of it by this reference.
- h. This Agreement may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Agreement must be produced or exhibited, be the Agreement, but all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, Borrower, Lender, Ground Lessor and HDC have caused this Agreement to be executed pursuant to proper authority duly granted.

BORROWER:

RIVER NORTH OF ROCKFORD,
an Illinois not-for-profit corporation

By: John Burns
Its President

AUTHORITY:

**ILLINOIS HOUSING DEVELOPMENT
AUTHORITY**

By: [Signature]
Its GENERAL COUNSEL RM

GROUND LESSOR:

COUNTY OF WINNEBAGO

By: [Signature]
Its CHAIRMAN OF COUNTY BOARD

HDC:

**ROCKFORD HOUSING
DEVELOPMENT CORPORATION**

By: [Signature]
Its _____

EXHIBIT A

Part of the Northwest Quarter (1/4) of Section 1, Township 44 North, Range 1 East of the Third Principal Meridian, bounded and described as follows, to-wit: Commencing at the Southwest corner of Lot Seven (7) as designated upon Plat No. 1 of North Main Industrial Park, being a Subdivision in part of the Southwest Quarter (1/4) of Section 36, Township 45 North, Range 1 East of the Third Principal Meridian, Winnebago County, Illinois, the Plat of which is recorded in Book 35 of Plats on Page 370 in the Recorder's Office of Winnebago County, Illinois; thence Southerly along the Southerly extension of the East line of North Main Street herein designated an assumed bearing of South 2 degrees 23' 43" East, a distance of Eight Hundred Eighty and Seventy-seven Hundredths (880.77) feet; thence North 89 degrees 20' 26" East a distance of Two Hundred Twelve and Ninety-four Hundredths (212.94) feet to the point of beginning for the following described parcel; thence North 00 degrees 39' 38" West a distance of Seventy and Thirty-five Hundredths (70.35) feet to a point of curve; thence Northeasterly along a circular curve to the right (radius point being East) having a radius of Two Hundred Fifty-five (255.00) feet to a point of compound curve, the chord across the last described circular curve course being North 37 degrees 36' 15" East and measures Three Hundred Fifteen and Eighty-four Hundredths (315.84) feet; thence Southeasterly along a circular curve to the right (radius point being South) having a radius of Three Hundred Fifteen (315.00) feet to its intersection with its chord which bears South 82 degrees 41' 05" East and measures Two Hundred Thirty and Thirty-four Hundredths (230.34) feet; thence South 28 degrees 45' 40" West a distance of One Hundred Twenty and One Tenth (120.10) feet; thence South 51 degrees 27' 44" West a distance of Two Hundred Ninety-six and Five Hundredths (296.05) feet; thence South 89 degrees 20' 29" West a distance of One Hundred Thirty-one and Three Hundredths (131.03) feet to the point of beginning; situated in the County of Winnebago and State of Illinois.

ATTORNMEN T AGREEMENT

This Agreement dated this 16th day of October, 2018, by and between BLACKHAWK BANK, with its principal place of business at 2475 N. Perryville Road, Rockford, IL 61107 ("Lender") and the County of Winnebago, an Illinois Body Politic and Corporate ("Landlord").

WHEREAS, Landlord has entered into that certain lease agreement dated June 16, 2000, which was amended on June 1, 2005 ("Lease");

WHEREAS, the Lease was assigned to Stepping Stones of Rockford, Inc., an Illinois Not-for-Profit Corporation ("Tenant") on March 16, 2018;

WHEREAS, the Lease is for the property commonly known as 4505 North Main Street, Rockford, IL ("Premises");

WHEREAS, Landlord represents that the Lease is valid, in full force and effect, and that Tenant is not in default with respect to the terms of the Lease;

WHEREAS, Tenant desires to borrow certain sums from Lender under the terms of a promissory note which will be secured by, among other things, a leasehold mortgage ("Leasehold Mortgage") with respect to Tenant's leasehold interest in the Lease of the Premises; and

WHEREAS, Lender desires to be assured of the continued ability to use and occupy the Premises under the terms of the Lease in the event of a default by the Tenant under its loan with Lender.

NOW, THEREFORE, in consideration of the premises and the other mutually beneficial covenants contained herein the parties agree as follows:

1. The foregoing recital paragraphs are expressly incorporated herein and are agreed to by the parties.

2. Landlord agrees that in the event any proceedings are brought to foreclose the Leasehold Mortgage in favor of Lender, or any other party is a successor tenant as a result of a breach by Tenant of the loan with Lender, that Landlord will attorn to the purchaser of such foreclosure sale and recognize such purchaser, or other successor tenant, as the Tenant under the Lease. Said purchaser by virtue of such foreclosure to be deemed to have assumed and agreed to be bound, as substitute Tenant, by the terms and conditions of the Lease except that such assumption by purchaser shall not be deemed of itself to be an acknowledgement of such purchaser of the validity of any then existing claims of Landlord against any prior Tenant. Landlord agrees to execute and deliver to such purchaser such further assurances and other documents confirming the foregoing as such purchaser may reasonably request. Landlord waives the provisions of any statute or rule of law now or hereinafter in affect which may give or purport to give Landlord any right or election to terminate or otherwise adversely affect Lease and the obligations of Landlord thereunder by reason of such foreclosure proceeding.

3. The provisions in this Agreement are binding upon and shall inure to the benefit of the heirs, successors, and assigns of the parties hereto.

4. All communication with Landlord pursuant to the Lease shall be to CARLA PASCHAL, Chief Financial Officer and Court Administrator for the County of Winnebago.

