

PUBLIC SAFETY and JUDICIARY COMMITTEE

AGENDA

Called by: Brad Lindmark, Chairman

Members: Aaron Booker, Jean

Crosby, Tim Nabors, Angie Goral,

Kevin McCarthy, Chris Scrol

DATE: WEDNESDAY, JANUARY 18, 2023

TIME: 5:30 PM

LOCATION: ROOM 510

COUNTY ADMINISTRATION BLDG

404 ELM STREET

ROCKFORD, IL 61101

AGENDA:

A. Call to Order

B. Roll Call

C. Approval of August 17, September 26 and October 19 and 27, 2022 Minutes

D. Public Comment – This is the time we invite the public to address the Public Safety and Judiciary 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 Off-Site Administrative Medical Claims Services

F. Resolution Awarding Detection and Mitigation of COVID-19 Technology

G. Resolution Authorizing Service Agreement for Police Services with 815 Entertainment LLC, DBA Hard Rock Casino Rockford

H. Future Agenda Items

I. Adjournment

Winnebago County Board
Public Safety and Judiciary Committee Meeting
County Administration Building
404 Elm Street, Room 510
Rockford, IL 61101

Wednesday, August 17, 2022
5:30 PM

Present:

Burt Gerl, **Chairman**
Aaron Booker
Angie Goral
Kevin McCarthy
Dorothy Redd

Others Present:

Joe Chiarelli, County Board Chairman
Marlana Dokken, Director, Chairman's Office of Criminal Justice
Initiatives
Anthony Miceli, Sheriff's Office

Absent:

Brad Lindmark
Tim Nabors

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes - None
- D. Public Comment – This is the time we invite the public to address the Public Safety and Judiciary 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 of Intent to Establish the Winnebago County Citizens Crime Commission
- F. Resolution Accepting Award and Authorizing Service Agreement for Police Services for the Winnebago County Forest Preserve District
- G. Resolution Authorizing the Chairman of the County Board to Execute a Winnebago County Mental Health Board Funding Agreement and Services Agreements
- H. Future Agenda Items
- I. Adjournment

Chairman Gerl called the meeting to order at 5:30 PM.

Public Comment

Chairman Gerl omitted reading the Public Comment section of the Agenda due to no one present to speak.

Resolution of Intent to Establish the Winnebago County Citizens Crime Commission

Motion by Burt Gerl and Seconded by Kevin McCarthy and Aaron Booker.

- A discussion followed.

Motion passed by unanimous voice vote.

Resolution Accepting Award and Authorizing Service Agreement for Police Services for the Winnebago County Forest Preserve District

Motion by Burt Gerl and Seconded by Angie Goral.

- A discussion followed.

Motion passed by unanimous voice vote.

Resolution Authorizing the Chairman of the County Board to Execute a Winnebago County Mental Health Board Funding Agreement and Services Agreements

Motion by Burt Gerl and Seconded by Aaron Booker and Kevin McCarthy.

- A discussion followed.

Motion passed by unanimous voice vote.

Future Agenda Items

None.

Motion to Adjourn. Moved: Kevin McCarthy, Seconded: Angie Goral and Aaron Booker.

Motion passed by unanimous voice vote.

Respectfully submitted,

Nancy Bleile

Administrative Assistant

Winnebago County Board
Public Safety and Judiciary Committee Meeting
County Administration Building
404 Elm Street, Room 303
Rockford, IL 61101

Wednesday, September 26, 2022
5:02 PM

Present:

Burt Gerl, **Chairman**
Aaron Booker
Angie Goral
Brad Lindmark
Kevin McCarthy
Dorothy Redd

Others Present:

Joe Chiarelli, County Board Chairman
Marlana Dokken, Director, Chairman's Office of Criminal Justice Initiatives
John Sweeney, County Board Member
Paul Arena, County Board Member

Absent:

Tim Nabors

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes - None
- D. Public Comment – This is the time we invite the public to address the Public Safety and Judiciary 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 Opposing the “Safe-T Act” and Supporting its Repeal in the Illinois State Legislature
- F. Future Agenda Items
- G. Adjournment

Chairman Gerl called the meeting to order at 5:05 PM.

Approval of Minutes - None

Public Comment

Chairman Gerl omitted reading the Public Comment section of the Agenda due to no one present to speak.

Resolution Opposing the “Safe-T Act” and Supporting its Repeal in the Illinois State Legislature

Motion made by Chairman Gerl and Seconded.

- Chairman Gerl advised he is proposing adding an amendment after “As written,” “Whereas, in the event repeal is not possible, may it be further resolved as an alternative to the repeal of the Act, the County Board calls upon our General Assembly to delay the implementation of the Act so it can be extensively reviewed, and debated and the appropriate changes can be made. Further, the Act’s effective date shall be delayed because the current confusion surrounding the interpretation of the Act will likely create operational havoc in our Courts.”

Motion made by Chairman Gerl. Seconded by Mr. Landmark and Mr. Booker.

- A discussion followed.

Motion passed by a majority voice vote.

The Resolution has been amended and the amended Resolution is before us.

- A discussion followed.

All those in favor of the amended Resolution Opposing the “Safe-T Act” and Supporting its Repeal in the Illinois State Legislature.

Resolution passed by a majority voice vote.

Future Agenda Items

None.

Motion to Adjourn. Moved: Mr. Booker, Seconded: Mr. McCarthy, Mr. Lindmark.

Motion passed by unanimous voice vote.

Respectfully submitted,

Nancy Bleile
Administrative Assistant

Winnebago County Board
Public Safety and Judiciary Committee Meeting
County Administration Building
404 Elm Street, Room 510
Rockford, IL 61101

Wednesday, October 19, 2022
5:36 PM

Present:

Burt Gerl, **Chairman**
Angie Goral
Brad Lindmark
Kevin McCarthy
Tim Nabors

Others Present:

Marlana Dokken, Director, Chairman's Office of Criminal Justice Initiatives
Jennifer Muraski, Winnebago County Coroner
Melinda Macias, Purchasing
Rob Lukowski, Corrections
Tami Goral, Sheriff's Office

Absent:

Aaron Booker
Dorothy Redd

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes – July 20, 2022
- D. Public Comment – This is the time we invite the public to address the Public Safety and Judiciary 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 New Jail Management Software
- F. Jennifer Muraski, Coroner - Update
- G. Future Agenda Items
- H. Adjournment

Chairman Gerl called the meeting to order at 5:36 PM.

Motion to approve the minutes of July 20, 2022

Moved: Mr. Lindmark. Seconded: Mr. Nabors.

Motion passed by unanimous voice vote.

Public Comment

Chairman Gerl omitted reading the Public Comment section of the Agenda due to no one present to speak.

Resolution Awarding New Jail Management Software

Motion made by Chairman Gerl and Seconded by Mr. McCarthy.

- Malinda Macias gave an overview of the new jail management software program. Black Creek Integrated Systems Corporation is the only company that provides this type of program. Several demonstrations were viewed. This is the only one that is compatible. The current program with Motorola is no longer supported.
- A discussion followed.

Motion passed by a majority voice vote.

Jennifer Muraski, Coroner – Update

- Ms. Muraski gave an update on the coroner office. The focus of the coroner's office this next year will be on tissue and organ donation, teen suicides and the opioid crisis. Ms. Muraski called for questions.
- A discussion followed on some of the needs in the coroner's office.

Future Agenda Items

Resolution for Sheriff's Department pertaining to a new resource officer at Summit Academy.

Motion to Adjourn. Moved: Mr. Lindmark, Seconded: Ms. Goral.

Motion passed by unanimous voice vote.

Respectfully submitted,

Nancy Bleile
Administrative Assistant

Winnebago County Board
Public Safety and Judiciary Committee Meeting
County Courthouse
400 West State Street, Conference Room 815
Rockford, IL 61101

Thursday, October 27, 2022
5:30 PM

Present:

Burt Gerl, **Chairman**
Aaron Booker
Kevin McCarthy
Brad Lindmark
Tim Nabors

Others Present:

Patrick Thompson, County Administrator
Marlana Dokken, Director, Chairman's Office of Criminal Justice Initiatives
Tami Goral, Sheriff's Office

Absent:

Angie Goral
Dorothy Redd

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes – None
- D. Public Comment – This is the time we invite the public to address the Public Safety and Judiciary 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 approving an Intergovernmental Agreement for Regional Board of Education School Resource Officer Program
- F. Future Agenda Items
- G. Adjournment

Chairman Gerl called the meeting to order at 5:48 PM.

Roll Call

Chairman Gerl yes, Mr. Lindmark yes, Mr. McCarthy yes. A quorum is not present.
Mr. Booker and Mr. Nabors arrived at 5:57 pm. A quorum is present.

Approval of Minutes

None

Public Comment

Chairman Gerl omitted reading the Public Comment section of the Agenda due to no one present to speak.

Resolution approving an Intergovernmental Agreement for Regional Board of Education School Resource Officer Program

Motion: Chairman Gerl. Second: Mr. Lindmark.

- Ms. Goral reviewed the Resolution for a School Resource Officer.
- A discussion followed.

Motion passed by a majority voice vote.

Future Agenda Items

None

Motion to Adjourn.

Move: Mr. Nabors. Second: Mr. Booker, Mr. McCarthy, Mr. Nabors.

Motion passed by unanimous voice vote.

Respectfully submitted,

Nancy Bleile
Administrative Assistant



Resolution Executive Summary

Prepared By: Purchasing Department
Committee: Public Safety and Judiciary Committee
Committee Date: January 18, 2023
Resolution Title: Resolution Awarding Off-Site Administrative Medical Claims Services
County Code: Winnebago County Purchasing Ordinance
Board Meeting Date: January 26, 2023

Budget Information:

| | | | |
|--|-----|------------------------------|---------------------------|
| Was item budgeted? | Yes | Appropriation Amount: | n/a |
| If not, explain funding source: | | | |
| ORG/OBJ/Project Code: | | 40115-43150 | Budget Impact: n/a |

Background Information:

The Winnebago County Sheriff's Office Correction's Bureau receives medical bills from inmates for providers. The department is in need of hiring a company that can offer the professional service of administering a program for inmate medical billing and that is familiar with the invoicing process and negotiating rates with providers.

Heritage Health Solutions, Inc. is a national company that specializes in providing Federal and State prisons and local County jails with off-site medical claims administration.

Recommendation:

The Captain of the Corrections Bureau recommends awarding a professional services agreement to Heritage Health Solutions, Inc. for processing inmate medical claims.

Contract/Agreement: SAO reviewed agreement and recommendations were incorporated.

Follow-Up:

Purchasing staff will route professional services agreement for signatures.

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

Sponsored by: Brad Lindmark, Committee Chairman
Submitted by: Public Safety and Judiciary Committee

Resolution Awarding Off-Site Administrative Medical Claims Services

WHEREAS, the Winnebago County Sheriff's Office Correction's Bureau requires the use of a licensed provider to manage medical claims incurred by jail inmates during off-site healthcare visits and to negotiate contracted rates with local hospital providers; and,

WHEREAS, the Winnebago County Sheriff's Office Correction's Bureau has been processing inmate medical claims using departmental staff; and,

WHEREAS, Heritage Health Solutions is a national company that specializes in providing Federal and State prisons and local County jails with off-site medical claims administration; and,

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposal, Resolution Exhibit A, for the aforementioned services and recommends awarding a Professional Services Agreement, Resolution Exhibit B, to provide off-site administrative medical claims services as follows:

HERITAGE HEALTH SOLUTIONS, INC.
750 CANYON DRIVE SUITE 120
COPPELL, TEXAS 75019

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is authorized to issue, on behalf of the County of Winnebago, a services agreement, similar in language to Resolution Exhibit B, with HERITAGE HEALTH SOLUTIONS, INC., 750 CANYON DRIVE, SUITE 120, COPPELL, TEXAS 75019.

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 Captain of the Corrections Bureau, Director of Purchasing, Finance Director, County Board Office, and County Auditor.

**Respectfully submitted,
PUBLIC SAFETY AND JUDICIARY COMMITTEE**

AGREE

DISAGREE

BRAD LINDMARK, CHAIRMAN

BRAD LINDMARK, CHAIRMAN

AARON BOOKER

AARON BOOKER

KEVIN MCCARTHY

KEVIN MCCARTHY

JEAN CROSBY

JEAN CROSBY

CHRIS SCROL

CHRIS SCROL

ANGIE GORAL

ANGIE GORAL

TIM NABORS

TIM NABORS

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
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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

RESOLUTION EXHIBIT A**Heritage Health Solutions Proposal for: Winnebago County Sheriff's Office****Date: November 29, 2022****Prepared by: John Masella**

Heritage will manage medical claims administration, provider network contracting, and provider payment for all Outpatient, Emergency Room and Hospital Inpatient claims when residents leave the county's detention facilities for medical services that are the financial responsibility of the County.

- Heritage will be responsible for medical claims processing of all off site medical claims.
- Heritage will negotiate with local providers to participate in our Heritage Network.
- Heritage will pay providers at our negotiated contract rates.
- Heritage will pay providers within 45 calendar days of receiving a valid claim.
- Heritage will invoice the County monthly for the previous month's claims.
- Heritage will provide a toll-free phone line with customer service call center.
- Heritage will provide an account manager to assist with day-to-day issues or questions.
- Heritage will confirm eligibility and authorization of service prior to payment of claims based on information supplied by the county and/or jail facility. Claims that don't meet approval requirements will be denied.
- Heritage will manage the appeals process with providers.
- Heritage shall notify providers and facilities of the change in third party administrator if applicable.
- Heritage will work in concert with the County to establish a Standard Operating Procedure (SOP) to address day-to-day procedures for processing medical claims and submit it to County representatives for approval.

Reporting:

- Standard and Ad Hoc reporting will be provided
- Data management and exchange including eligibility files and off-site authorization files
- Invoices will be delivered via secure email or uploaded to our secure FTP site where the County can access them.
- As part of this service, if the County can provide a weekly off-site visit report that would make it apparent which off-site visits have been authorized, Heritage will use that information to produce a monthly accrual report. The accrual report will identify estimated costs associated with visits that have occurred, but for which claims have not yet been received. The accrual report will be delivered at the same time as the monthly invoice.
- Heritage will include a monthly Check Register with each monthly invoice that indicates the claims being paid to providers during that check cycle, along with the amount paid to each provider.
 - Heritage is also amenable to producing two check cycles each month to facilitate paying providers twice monthly if the County is amenable to funding the payments twice monthly. Heritage would send a check register to the County for review, County funds the designated account, Heritage pulls funds from the designated account and pays providers. Heritage would still produce and send invoices to the County monthly.

The Monthly Paid Claim Invoice Report will include all claims paid in the claim cycle with supporting detail including:

- | | | | |
|----------------|----------------------|----------------------------|------------------|
| • Claim Number | • Member DOB | • Primary Diagnosis | • Billed Amount |
| • Member Name | • Provider Name | • Diagnosis Description | • Invoice Amount |
| • Member ID | • Provider Tax ID | • Date(s) of service | |

The Quarterly Utilization and Cost Review will include, but is not limited to:

- Admissions by Hospital Provider
- Inpatient Admissions and Days by Hospital Provider with quarterly trending
- Average Cost Per Admission with trending by quarter and/or Fiscal Year
- Number of Emergency Department runs by quarter and/or Fiscal Year
- Number of Emergency Department runs by diagnosis
- Number of Emergency Department runs by provider facility
- Total claims processed, Billed Charges, Invoiced amount, and Savings for period
- High-Cost claims Report includes claim detail for all claims in the period that exceed a mutually agreeable cost.
- Heritage account manager will review the quarterly report with County staff either over the phone or in person to review spending trends and opportunities for additional savings as well as answer any questions that may arise.

Performance Requirements

1. Heritage will provide the County with an invoice, with accompanying electronic check register (claims disbursements) file, along with financial reports that balance to both the invoice and electronic check register showing all paid claims.
2. Heritage shall pay providers within two (2) business days from receipt of payment from the County.
3. Heritage's Customer Care Call Center will maintain the following minimum standards:
 - a. Average Speed of Answer 30 Seconds
 - b. Abandonment Rate 4%

PRICE OFFERING

Heritage will adjudicate and pay all the medical claims that occur outside the jail for the County. Heritage will negotiate, in good faith, with providers to secure and maintain a comprehensive, countywide medical preferred provider network (PPN) to provide accessible offsite inpatient and outpatient healthcare to County inmates.

- Processing Fee per claim: Fully Processed and Denials\$50.00



Certification of
Organizational
Management
Expires 10/01/2023

RESOLUTION EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made effective as of the _____ day of _____ (the "Effective Date") between Heritage Health Solutions Inc, a Texas Corporation, ("Heritage"), having its principal office located at 750 Canyon Dr., Coppell, TX 75019, and the County of Winnebago, Illinois ("County"), located at 404 Elm Street, Rockford, IL 61101. Heritage and County may each be referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Heritage has considerable expertise in providing off-site administrative healthcare services described in Attachment A (the "Services"); and

WHEREAS, the County desires to employ Heritage to provide administrative healthcare services of certain medical care and prescription plan services not provided at the jail facilities for inmates at the County; and

WHEREAS, Heritage is able and agreeable to provide the County the administrative healthcare services and represents that it is competent, qualified, capable and prepared to do so according to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreement hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Term.** The initial term of this Agreement shall commence on the date first written above and shall continue for a period of three (3) years (the "Initial Term"). All fees and rates shall remain the same for the Initial Term of the Agreement. Upon completion of the Initial Term, all fees and rates may be subject to an increase by the same rate as the CPI for the previous twelve (12) months. Unless otherwise agreed to in advance and in writing by both parties for the subsequent renewal term, the fees and rates shall remain the same. Unless either party gives the other written notice within sixty (60) days of expiration of the Initial Term, this Agreement will automatically renew for an additional two (2) years unless earlier terminated pursuant to paragraph 5 of this Agreement.
2. **Scope of Services.** Heritage agrees to perform the Services described in Section III of Attachment A ("Services"). The intervals at which the Services will be provided and other details regarding the Services are set forth in the attachments to this Agreement.
3. **Preferred Provider.** Heritage is County's preferred provider for those Services identified as preferred in Attachment A ("Preferred Services"). County agrees to purchase from Heritage all of its requirements for the Preferred Services during the term of this Agreement.
4. **Price and Payment.** a. Prices for the Services are listed in Attachment B ("Price Offering"). Applicable taxes and similar assessments are not included in the prices and will be billed separately on County's invoice. The County is tax exempt. Within ten (10) after execution of this Agreement, the County shall furnish Heritage a tax exemption certificate.

b. Payments are pursuant to Illinois' Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.
5. **Termination.** Either party may terminate this Agreement if the other party fails to perform in accordance with this Agreement and the breaching party fails to correct such default or neglect within thirty (30) days after written notice thereof. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other party.

6. Representations and Warranties.

a. Heritage is engaged in the business of providing the Services.

b. Heritage represents and warrants that it will perform all work in a safe and efficient manner and using industry accepted practices;

c. Heritage represents and warrants that it will comply with all requirements of federal, state, provincial and local laws, rules, regulations, by-laws, ordinances, and orders ("Laws") applicable to the Services to be performed.

d. Heritage represents and warrants that the Services shall conform to the description set forth in the applicable attachment and shall be provided in accordance with applicable law in a professional manner by qualified individuals. e. County represents and warrants to Heritage that it is and shall remain in compliance with any and all federal, state and local laws, rules and regulations applicable to County's business and that County shall implement, maintain and document comprehensive privacy and security policies and procedures in accordance with leading industry standards and all applicable laws, rules and regulations.

e. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES BY HERITAGE, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR ANY WARRANTY IMPLIED BY COURSE OF PERFORMANCE OF USAGE OF TRADE. COUNTY ACKNOWLEDGES AND AGREES THAT THE SERVICES INCORPORATE THIRD PARTY SERVICES OR MATERIALS, WITH RESPECT TO WHICH HERITAGE MAKES NO REPRESENTATION OR WARRANTY. HERITAGE MAKES NO REPRESENTATION OR WARRANTY THAT THE SERVICES WILL BE ERROR OR INTERRUPTION FREE, WILL BE PERFORMED OR ACHIEVED BY ANY PARTICULAR DEADLINE OR WILL ACHIEVE OR ACCOMPLISH ANY PARTICULAR RESULTS. COUNTY FURTHER ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE INTENDED TO SUPPLEMENT, BUT NOT COMPLETELY REPLACE, TRADITIONAL MEDICAL OR PSYCHIATRIC CARE.

7. Insurance. Heritage agrees to procure and maintain at least the following insurance covering the Services and shall name the County as an additional insured and Insurance Certificate Holder:

- a. Workers' Compensation
Statutory
- b. Employer's Liability
\$1,000,000 per occurrence
- c. General Liability (bodily injury and property damage - combined single limit)
\$1,000,000 per occurrence, \$2,000,000 annual aggregate
- d. Automobile Liability (and MCS-90 Motor Carriers Act of 1980 endorsement)
\$2,000,000 combined single limit
- e. Professional Errors and Omission - \$1,000,000 per occurrence

Heritage shall endeavor, on an annual basis, to furnish certificates of all said insurance to the County.

8. Indemnification.

- A. HERITAGE AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND COUNTY, ITS DIRECTORS, OFFICERS, OFFICIALS BOTH ELECTED AND NON-ELECTED, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, PENALTIES, FORFEITURES, SUITS, AND THE REASONABLE COSTS AND EXPENSES INCIDENT THERETO (INCLUDING COSTS OF DEFENSE, SETTLEMENT AND REASONABLE LAWYERS' FEES, CONSULTANT OR OTHER PROFESSIONAL FEES AND THE REASONABLE COSTS OF INVESTIGATION, ANY REMEDIAL ACTIONS REQUIRED BY LAW, REGULATION OR ORDER (COLLECTIVELY REFERRED TO AS "LOSSES"), TO THE EXTENT THAT SUCH LOSSES WERE CAUSED IN WHOLE OR PART BY: (I) HERITAGE'S BREACH OF ANY TERM OR PROVISION OF THIS AGREEMENT; (II) THE FAILURE OF ANY REPRESENTATION OR WARRANTY OF HERITAGE TO BE TRUE, ACCURATE AND COMPLETE; OR (III) ANY NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT OF HERITAGE OR ITS EMPLOYEES OR AGENTS.
- b. COUNTY AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND HERITAGE, ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LOSSES, EXCEPT ANY AND ALL ATTORNEY'S FEES, TO THE EXTENT THAT SUCH LOSSES WERE CAUSED IN WHOLE OR PART BY: (I) COUNTY'S BREACH OF ANY TERM OR PROVISION OF THIS AGREEMENT; (II) THE FAILURE OF ANY REPRESENTATION OR WARRANTY OF COUNTY TO BE TRUE, ACCURATE AND COMPLETE; OR (III) ANY NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT OF COUNTY OR ITS EMPLOYEES OR AGENTS.

9. Limitation of Liability. IN NO EVENT SHALL HERITAGE BE LIABLE FOR INDIRECT INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

10. Confidentiality. For purposes of this Agreement, "Confidential Information" shall mean any non-public, confidential or proprietary information or data, whether communicated in writing, orally, or by any other method, and whether or not patentable or copyrightable, that is provided by one party (including any Authorized User or any party's affiliates) ("Discloser") to the other party ("Recipient") under this Agreement and that is (i) marked as "confidential" or "proprietary" by the Discloser at the time of disclosure, or within thirty (30) days after disclosure in written form; or (ii) information which a reasonable person engaged in a similar transaction would consider to be confidential information; further provided that, if such information or data relates to the Services, then such information and data will be "Confidential Information" whether or not it has been marked as "confidential" or "proprietary" by the Discloser. Without limitation, Confidential Information also includes Protected Health Information ("PHI"), as defined by Health Insurance Portability and Accountability Act of 1996 ("HIPAA") accessed in connection with the Services. Heritage's Confidential Information will include the terms of this Agreement and any SOW, web site architecture and content, any of Heritage's or its third party service providers' or vendors' technology, or computer software in all versions and forms of expression, manuals, notes, Documentation, technical information, drawings, diagrams, or specifications. County's Confidential Information shall include County Data, which means any non-public, proprietary data, information, or material provided or submitted to Heritage by the County in connection with County's use of the Services. All Confidential Information will be

maintained in confidence by the Recipient using at least the same degree of care as the Recipient uses to protect its own Confidential Information, but in no event less than a reasonable degree of care, and will not be disclosed to a third party or used for any purposes except as set forth in this Agreement except as otherwise required to be disclosed by law.

The obligations described in this Section 9 will not apply to any Confidential Information that (i) is known by the Recipient at the time of receipt, and not through a prior disclosure by the Discloser, as documented by the Recipient's business records; is known to the public before its receipt from the Discloser, or thereafter becomes known to the public through no breach of this Agreement by the Recipient; (ii) is subsequently disclosed to the Recipient by a third party who is not under an obligation of confidentiality to the Discloser; or (iii) is developed by the Recipient independently of Confidential Information received from the Discloser, as documented by the Recipient's business records; (iv) or otherwise required to be disclosed by law. Notwithstanding the obligations of confidentiality and non-use set forth in Section 9 the Recipient may use and disclose Confidential Information as may be reasonably required by it in order for the Recipient to perform its obligations and to exercise its rights under this Agreement. The Recipient may disclose Confidential Information: (a) to its employees, directors, agents, consultants, advisors, or other third parties for the performance of its obligations and exercise of its rights hereunder, provided such entities are under an obligation of confidentiality with respect to such information that is no less stringent than those of this Section 9; and (b) to the extent necessary to comply with a court order, or as otherwise required by law or by a regulatory agency or government body, provided that the Recipient shall first give notice to the Discloser (so long as such notice is not prohibited by law).

11. Force Majeure. No delay or failure in performance by either party hereto, except for the payment for Services previously performed, shall constitute default hereunder or give rise to any claim for damages, if, and to the extent, such delay or failure is caused by an occurrence beyond the reasonable control and without the fault or negligence of the party affected and which said party is unable to prevent or provide against by exercise of reasonable diligence, including, but not limited to, acts of God or the public enemy, unavoidable casualties, expropriation or confiscation of facilities, changes in applicable law, court orders, acts, orders or regulations of any governmental agency, revocation or modification of governmental permits or other required licenses or approvals, war, rebellion, sabotage or riots, unavailability of labor, equipment, supplies, materials or work, floods, adverse weather conditions, fires, explosions, or other catastrophes, strikes or any other considered acts of employees, lockouts or similar occurrences (collectively, "Force Majeure").
12. Independent Contractor. Heritage is and shall perform this Agreement as an independent contractor and as such, shall have and maintain complete control over all of its employees and operations. Neither Heritage nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be the agent, representative, employee, or servant of County.
13. Notice.
 - a. All other notices required or permitted to be given under this Agreement shall be in writing and addressed or delivered by certified mail or overnight courier with tracking capabilities to the parties at the following addresses:

| | |
|--|--|
| Heritage Health Solutions, Inc. 750 Canyon Dr. Suite 120 Coppell, Texas 75019 Attn: Director, Contract Management | Winnebago County Administrator County Administration Building 404 Elm Street Rockford, Illinois 61101 |
|--|--|
 - b. County will give written notice to Heritage of a claim for indemnification under Section 8 promptly following County's first knowledge of the event or occurrence which gives rise to

that claim.

14. **Assignment or Delegation.** Heritage shall not delegate, assign, or subcontract its rights and/or responsibilities under this Agreement without the written consent of County. County shall not assign or subcontract its rights and/or responsibilities under this Agreement without Heritage's prior written approval.
15. **Governing Laws.** This Agreement shall be governed by the State of Illinois and venue for all disputed matters shall be the State of Illinois without regard for choice of law or conflict of law provisions.
16. **Defined Terms.** All defined terms herein, designated by initial capitalization, shall have the meaning so ascribed, said meaning being equally applicable to both singular and plural forms or to grammatical variations (including but not limited to masculine, feminine and neuter pronouns), as the case may be. The paragraph headings in this Agreement are inserted for the convenience of the parties only and shall not in any manner define, limit, or describe the intent or scope or in any manner affect this Agreement.
17. **Waiver.** Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provisions or conditions.
18. **Severability.** If any section of this Agreement shall be found to be unenforceable, such finding shall not affect the enforceability of any other section or the Agreement as a whole.
19. **Electronic Signature.** This Agreement may be executed and delivered by facsimile transmission, email, PDF, electronic signature or other similar electronic means, and such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such signature page were an original thereof.

IN WITNESS WHEREOF, the parties have read, understand, and agree to be bound by the terms of this Agreement and have executed this Agreement by their duly authorized representatives as of the date first written above.

HERITAGE HEALTH SOLUTIONS, INC.

By: _____

Name: _____

Title: _____

Date: _____

COUNTY OF WINNEBAGO, IL

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A - SERVICES

Heritage will manage medical claims administration, provider network contracting, and provider payment for all Outpatient, Emergency Room and Hospital Inpatient claims when residents leave the county's detention facilities for medical services that are the financial responsibility of the County.

- Heritage will be responsible for medical claims processing of all off site medical claims.
- Heritage will negotiate with local providers to participate in our Heritage Network.
- Heritage will pay providers at our negotiated contract rates.
- Heritage will pay providers within 45 calendar days of receiving a valid claim.
- Heritage will invoice the County monthly for the previous month's claims.
- Heritage will provide a toll-free phone line with customer service call center.
- Heritage will provide an account manager to assist with day-to-day issues or questions.
- Heritage will confirm eligibility and authorization of service prior to payment of claims based on information supplied by the county and/or jail facility. Claims that don't meet approval requirements will be denied.
- Heritage will manage the appeals process with providers.
- Heritage shall notify providers and facilities of the change in third party administrator if applicable.
- Heritage will work in concert with the County to establish a Standard Operating Procedure (SOP) to address day-to-day procedures for processing medical claims and submit it to County representatives for approval.

Reporting:

- Standard and Ad Hoc reporting will be provided
- Data management and exchange including eligibility files and off-site authorization files
- Invoices will be delivered via secure email or uploaded to our secure FTP site where the County can access them.
- As part of this service, if the County can provide a weekly off-site visit report that would make it apparent which off-site visits have been authorized, Heritage will use that information to produce a monthly accrual report. The accrual report will identify estimated costs associated with visits that have occurred, but for which claims have not yet been received. The accrual report will be delivered at the same time as the monthly invoice.
- Heritage will include a monthly Check Register with each monthly invoice that indicates the claims being paid to providers during that check cycle, along with the amount paid to each provider.
 - Heritage is also amenable to producing two check cycles each month to facilitate paying providers twice monthly if the County is amenable to funding the payments twice monthly. Heritage would send a check register to the County for review, County funds the designated account, Heritage pulls funds from the designated account and pays providers. Heritage would still produce and send invoices to the County monthly.
- The Monthly Paid Claim Invoice Report will include all claims paid in the claim cycle with supporting detail including:

| | | | |
|----------------|-------------------|-------------------------|------------------|
| • Claim Number | • Member DOB | • Primary Diagnosis | • Billed Amount |
| • Member Name | • Provider Name | • Diagnosis Description | • Invoice Amount |
| • Member ID | • Provider Tax ID | • Date(s) of service | |
- The Quarterly Utilization and Cost Review will include, but is not limited to:

- Admissions by Hospital Provider
- Inpatient Admissions and Days by Hospital Provider with quarterly trending
- Average Cost Per Admission with trending by quarter and/or Fiscal Year
- Number of Emergency Department runs by quarter and/or Fiscal Year
- Number of Emergency Department runs by diagnosis
- Number of Emergency Department runs by provider facility
- Total claims processed, Billed Charges, Invoiced amount, and Savings for period
- High-Cost claims Report includes claim detail for all claims in the period that exceed a mutually agreeable cost.
- Heritage account manager will review the quarterly report with County staff either over the phone or in person to review spending trends and opportunities for additional savings as well as answer any questions that may arise.

Performance Requirements

1. Heritage will provide the County with an invoice, with accompanying electronic check register (claims disbursements) file, along with financial reports that balance to both the invoice and electronic check register showing all paid claims.
2. Heritage shall pay providers within two (2) business days from receipt of payment from the County.
3. Heritage's Customer Care Call Center will maintain the following minimum standards:
 - a. Average Speed of Answer 30 Seconds
 - b. Abandonment Rate 4%

ATTACHMENT B – PRICE OFFERING

Heritage will adjudicate and pay all the medical claims that occur outside the jail for the County. Heritage will negotiate, in good faith, with providers to secure and maintain a comprehensive, countywide medical preferred provider network (PPN) to provide accessible offsite inpatient and outpatient healthcare to County inmates.

Processing Fee per claim:

- Fully Processed and Denials \$50.00



Resolution Executive Summary

Prepared By: Corrections Bureau
Committee: Public Safety and Judiciary Committee
Committee Date: January 18, 2023
Resolution Title: Resolution Awarding Detection & Mitigation of COVID-19 Technology
County Code:
Board Meeting Date: January 26, 2023

Background Information:

The ISA (Illinois Sheriff's Association) has been awarded a grant through the CDC (Centers for Disease Control and Prevention) and the IDPH (Illinois Department of Public Health). This is a statewide program to implement technology and testing to detect and mitigate Covid19, its variants and future communicable diseases in jails effectively and efficiently. Additionally, the program, along with the applied technology provided by BI2 Technologies, LLC, will assist in identifying individuals arriving, departing and receiving medication at the jail facility. The ISA has extended the benefits related to the Grant to the Winnebago County Sheriff's Department. The Grant provides the ISA with funding to:

- Purchase I.R.I.S. biometric technology system through BI2 Technologies, LLC and cover equipment service for four years, which provides:
 - a. Iris scanning to accurately identify individuals at booking, release and medication administration.
 - b. Criminal history or creates a record of person new to the Sheriffs I.R.I.S. system.
 - c. Ability to share healthcare and criminal justice information quickly through a System Dashboard.
 - d. Pays for Covid Testing.

The project is provided at no cost to Winnebago County and the Grant is fully managed by the ISA. There is no commitment to continue with the program past the four initial years. If the program continues past the initial 4 years, an estimated cost of \$5,000 would apply, however, the cost would be fulfilled through the Jail Commissary account due to direct relation to the well-being of the inmates within the jail facility.

Recommendation:

The Corrections Bureau Captain recommends awarding an agreement to the ISA (Illinois Sheriff's Association) to participate and implement the purchased qualified and approved materials and or services for the Detection and Mitigation of COVID-19 in the Winnebago County Jail Facility.

Legal Review:

SAO reviewed and all their recommendations have been included in the final agreement.

Follow-Up:

Corrections and DoIT staff will work closely with the ISA to implement the new system.

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

Sponsored by: Brad Lindmark, Committee Chairman

Submitted by: Public Safety and Judiciary Committee

Resolution Awarding Detection & Mitigation of COVID-19 Technology

WHEREAS, the Winnebago County Sheriff's Department Correction's Bureau is required to assess the physical health of all individuals at intake in order to comply with Illinois Administrative Code Title 20, Section 701.40 Admission Procedures; and,

WHEREAS, the ISA (Illinois Sheriff's Association) has been awarded a grant/contract from the Center Disease Control Prevention and the Illinois Department of Public Health; and,

WHEREAS, part of the overall grant involves providing and implementing technology, material and services through BI2 Technologies, LLC to County jail facilities within the State of Illinois to assist in the detection and mitigation of COVID-19 and identification of individuals being booked, released or receiving medication while in custody; and,

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the document regarding details of the CDC/IDPH Grant provided by the ISA (Resolution Exhibit A) and detailed information material provided by BI2 Technologies, LLC (Resolution Exhibit B) recommends awarding agreement for Detection & Mitigation of COVID-19 Technology:

Illinois Sheriffs' Association
401 East Washington Street
Springfield, IL 62701

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is authorized to issue, on behalf of the County of Winnebago, an agreement, similar in language to Resolution Exhibit C, with ILLINOIS SHERIFF'S ASSOCIATION 401 EAST WASHINGTON STREET, SPRINGFIELD, ILLINOIS 62701.

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 Captain of the Corrections Bureau, Chief Information Officer, Director of Purchasing, Finance Director, County Board Office, and County Auditor.

**Respectfully submitted,
PUBLIC SAFETY AND JUDICIARY
COMMITTEE**

AGREE

DISAGREE

BRAD LINDMARK, CHAIR

BRAD LINDMARK, CHAIR

AARON BOOKER

AARON BOOKER

JEAN CROSBY

JEAN CROSBY

ANGIE GORAL

ANGIE GORAL

KEVIN MCCARTHY

KEVIN MCCARTHY

TIM NABORS

TIM NABORS

CHRIS SCROL

CHRIS SCROL

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
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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

RESOLUTION EXHIBIT A

CDC Grant

Program for IRIS Technology/Covid Detection and Mitigation

Project Overview

This is a comprehensive statewide program to implement technology and testing to detect and mitigate Covid19, its variants and future communicable diseases in jails effectively and efficiently. It will improve safety and health of staff, inmates, visitors, and the public.

Provides the ISA with funding to:

1. Purchase I.R.I.S. biometric technology system and cover equipment service for four years.

- This equipment provides iris scanning capability in your jails to accurately identify individuals at booking, release and for the passing out of medications.
- Provides criminal history or creates a record of person new to the Sheriffs I.R.I.S. system.
- Provides ability to share healthcare and criminal justice information quickly.
- System Dashboard provides reports as specified by Illinois Sheriffs

2. Pay for Covid Testing

Funds testing of arrestees before they go into general population. Choose either your medical staff or a vendor.

- a) Vendor provides staff to collect, process and report results.
- b) Tests provided for your medical staff to collect sample, send to lab who process and report results. And a potential of acquiring equipment for your medical to process tests.

3. Coordinate each county's install with B12 technology and set-up of Covid testing.

Teri and Joyce will coordinate all of this with your staff to make it as easy as possible to implement for you jail.

Status of Implementation

Thirty-one (41) counties are on the list for this program. Three pilots DeKalb, Kankakee and Ogle are approaching completion.

Process

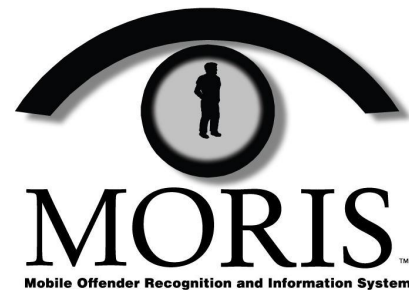
- Each install is a 30–45 day process.
- Software installed remotely. No interface needed with your current JMS provider.
- Equipment sent to pilots for installation.
- Covid testing options for you to choose best option for your jail. ‘
- Each jail allocated \$42,000 for testing to start and additional monies available once all counties are signed up by early 2023.

There is still an opportunity to be a part of this program if you have not signed up yet.

Any questions phone Joyce Klein at 815-751-6816 or email JoyceKlein5@gmail.com



Introductory Package



Submitted to

Winnebago County Sheriff's Office
Captain(s) Lukowski and Elger



January 4, 2023

Captain(s) Rob Lukowski and Justin Egler
Winnebago County Sheriff's Office
650 W State Street
Rockford, IL 61102

Dear Captain(s) Lukowski and Egler:

This document is made up of screen shots and narrative explanations, which are very similar to what I showed the group who attended the 'live' demo at McHenry County on Thursday, December 15, 2022.

The system has been approved by the ISA and IDPH as a COVID grant expenditure.

Following your review of this document, please contact Joyce Klein (Chief of Corrections (retired) at DeKalb County), who is my liaison with the Illinois Sheriff's Association. Joyce can be reached at (815) 751-6816 or by email at joyceklein5@gmail.com.

Joyce will work with me to arrange for a "Introductory Call" with members of your staff, as well as myself and my team here at BI2.

During this call we will discuss the implementation steps and answer any technical questions you might have. It would be helpful to have a Single Point of Contact for this project from Winnebago County and someone from your IT Department on this call.

I hope you find this document helpful!

In the meantime, please do not hesitate to contact me directly at (617) 992-1817.

Regards,

A handwritten signature in black ink, appearing to read 'John Leonard'.

John Leonard
Chief Operating Officer

Mobile: 617-992-1817

Email: jleonard@bi2technologies.com

1 INTRODUCTION TO BI² TECHNOLOGIES, LLC 4

2 I.R.I.S.™ SYSTEM CAPABILITY AND FUNCTIONALITY SUMMARY 5

3 DETAILS OF I.R.I.S.™ 5

4 MED VERIFY™ 26

5 MED VERIFY PLUS™ 28

6 MORIS LAPTOP VERSION 31

1 Introduction to BI² Technologies, LLC

BI² Technologies (Biometric Intelligence and Identification) was founded in July 2006 and is based in Plymouth, Massachusetts.

BI² Technologies, LLC (“BI²”) develops and sells biometric identification systems specifically designed, built, and maintained for county jails, prisons, and State Department of Corrections. It is the only biometric identification company endorsed by the National Sheriffs’ Association (NSA), the Western State Sheriff’s Associations and the Southwest Border Sheriff Coalition.

Additionally, **BI² is the only organization – public or private – in the United States that has created and maintains, on behalf of law enforcement and corrections organizations across the nation – an on-line, real-time local and national iris biometric database of offenders.**

Initially, our advanced biometric identification technologies were used exclusively by Sheriffs to identify children that had become lost or missing. Shortly after introducing The Child Project™.

Based directly on numerous requests from the nation’s law enforcement professionals – BI² developed and implemented additional innovative biometric based law enforcement solutions to meet state and local law enforcement’s requirements for:

- arrest.
- intake and booking.
- release.
- access control.
- sex offender registration and tracking; and
- various gang related tools for ongoing registration and tracking.

The Company’s patented technologies (United States Trademark and Patent Office patent numbers: US8954361B2, US9256721B2 and US8719584B2) focus on iris recognition because of its ever-increasing superiority over similar technologies.

All of BI²’s products are designed as complementary tools to existing fingerprint technologies and biometric systems in use today. BI²’s patented multi-modal system (MORIS™ - Mobile Offender Recognition and Information System) are frequently integrated with existing biometric technologies (i.e., fingerprint and facial) to identify individuals in the field, work release, in a jail or house of correction, or in a lab (after the information is collected).

Currently, BI² has its innovative, multimodal biometric systems installed and operational across the entire nation. The solutions include:

- Inmate Recognition and Identification System (I.R.I.S.™)
- Sex Offender Registry and Identification System (SORIS™)
- Med Verify™ and Med Verify PLUS™
- BI²’s Mobile Offender Recognition and Information System (MORIS™)
- The Child Project™

2 I.R.I.S.™ System Capability and Functionality Summary



Our systems include all hardware, software licenses, remote and on-site integration with your existing jail management system and on-site implementation and training services.

IMPORTANT NOTE: BI² Technologies always integrates I.R.I.S.™ with the current jail management system. There will be no duplicate data entry required to effectively and immediately begin using I.R.I.S.™ with your jail management system – we will work with your IT staff to integrate and “extract and read” the required data from the existing system.

All the iris images captured and used by I.R.I.S.™ are open, standards-based and have been certified to meet the FBI’s Next Generation Identification (NGI) standards. That means protection of your data and freedom of interoperability in the future. We believe the images and data are the property of our clients – in this case the **Winnebago County Sheriff’s Office** and Jail and its departments and divisions must have the freedom to effectively use your data with any FBI NGI standards compliant system in the future.

3 Details of I.R.I.S.™

Some details about iris recognition technology. During the 3rd month through the 8th month while still in the womb, the human iris (the colored part of the eye) will tear. These tears produce depressions and elevations in the surface of the iris. Thus, the human iris is composed of small crypts, pits, striations, fibers, furrows, pigmentation, and other structures which create its unsurpassed uniqueness. The iris appearance is so complex and unique that not even your own right and left irises are the same. Even identical twins, with identical DNA have different iris patterns because of random tears. Once an iris pattern is converted to a mathematical code using the Bi2 Technologies patented algorithm, each iris is then searched against all the iris images stored in the database located at Nlets to look for an identity match. Results are back to the Sheriff’s Office in an average of 8.4 seconds! The likelihood of any 2-people having the same pattern is a staggering 1 in 10 to the 78th power. (The length of the Universe as we know it is only 10 to the power of 26). The odds that any two people on the planet will have the same iris tears is 3x’s the length of the universe!

The I.R.I.S.™ national database is located and hosted at Nlets, a CJIS 5.8 facility which results in a secure network and registry application that enables law enforcement agencies to enroll and positively identify suspects, offenders and inmates using state-of-the-art iris biometric recognition technology in seconds. I.R.I.S.™ systems and software include many features and capabilities, specifically designed by and for law enforcement and public safety, to make the system incredibly effective, accurate, easy-to-use, and inexpensive.

I.R.I.S.™ uses the unique features of the iris to search BI² Technologies, LLC's national offender database (PSS) Public Safety Systems which is hosted on the CJIS 5.8 certified and fully compliant "NOVA" secured cloud platform at Nlets in Arizona.

I.R.I.S.™ complements fingerprinting and other identification programs already in place. It is linked to a nationwide database (accessible by all authorized law enforcement) containing:

6. Digital photographs of the offender's irises.
7. Digital photographs of the offender (mug shots)
8. Details and history of the offender's arrest, offense(s) and charge(s).
9. Complete physical description of the offender.
10. Detailed demographic and lifestyle information (e.g., citizenship, gang affiliation, tattoos).

The proposed I.R.I.S.™ system will operate and open on your existing desktop at the Booking and Release station PC's and other locations you deem appropriate. Authorized users can login using their current login and password – or different logins and passwords can be created by the system administrator and user.

Please Note: Some of screen shots below were copied from other versions of I.R.I.S.™. They are for illustration and information purposes only. The I.R.I.S.™ system at your agency would be customized to reflect the **Winnebago County Sheriff's Office** badge and name.

Login to I.R.I.S.

Monroe County Sheriff's Office, NY



Login to:

LOCAL COMPUTER

Username:

administrator

Password:

#####

Login

ORI Code: NY0270000

Computer Name: JL-DEMO-MACHINE

Windows NT 6.2.9200.0 (32-bit) - 4 CPU Cores

Cancel



BI2 Technologies

I.R.I.S.

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The I.R.I.S.™ database can be searched by iris or by data. Authorized users of I.R.I.S.™ can search by data (first or last name, SID, Booking #, or Arrest #, etc.) for previously enrolled offenders and, when combined with I.R.I.S.™ 's import data capability, eliminate the need for data entry while an offender is sitting in front of the iris camera for the first time. This saves time, effort and reduces the possibility of data entry errors.

Depending on how you decide to set the system defaults, the main I.R.I.S.™ application screen will open to either the Intake and Booking or Release screen. This is particularly beneficial when the physical location of the Intake and Booking post and the Release Post (or locations where offenders can be booked or release may not be the same, i.e., some releases may occur remotely from a court location prior to coming to the jail – or some bookings may be pre-done at a police station, jail, or other location within **Winnebago County**.

There are three (3) methods/options for starting the process of enrolling an offender in the I.R.I.S.™ system. Regardless of the method/option you choose, the iris enrollment process is simple (one click) and fast – total process usually takes less than 15 seconds.

Method/Option 1: Selecting offender from your existing records Jail Management System (JMS) booking record

Since the proposed I.R.I.S.™ system will be integrated with your existing Jail Management System, the user simply clicks on the Search for the most recent bookings and a drop-down list of all the offenders who have recently (system administrator definable) will appear. The user selects the offender who is to be enrolled and the offender's data and photo.

I.R.I.S. - Intake and Booking™

Application Module Tools Help

Intake and Booking

☒ Intake ☐ Release ☐ Verify

SEARCH BY DATA SEARCH BY IRIS

Last Name: First Name: Middle: Suffix: Booking #: VERIFY

Address: City: State: ZIP: NEW ARREST

Address 2: County: Phone: TAKE PHOTO

DOB: SSN: DL Number: DL State: SAVE DATA

☐ US Citizen ☐ ICE 287(g) Referral Country of Birth: DONE

Race: Gender: Height: Weight: Hair: Eye:

Ethnicity: Skin Tone: ☐ Detainee ☐ Committed ☐ Sex Offender

Gang Affiliation: Gang Info Housing Unit:

Comments:

Sex Offender Illegal Alien Juvenile

Iris Capture: ☐ Right ☒ Both ☐ Left

Arrest Details Release Details Flags SID Aliases Charges SMT Parameters

Arrest #: Arrested By: Jurisdiction:

Arrest Date: Time: Arresting Officer: Officer #:

Commit Date: Time: Committed By:

FBI: Inmate ID:

MONROEVILLE COUNTY SHERIFF'S OFFICE

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Method / Option 2:

Searching for an offender from your existing Jail Management System by “Data” (Green arrow)

I.R.I.S. - Intake and Booking™
Application Module Tools Help

Intake and Booking

☒ Intake ☐ Release ☐ Verify

SEARCH BY DATA **SEARCH BY IRIS**

Last Name: THOMAS First Name: JORDN Middle: JEFFREY Suffix: Booking #: 2000008943

Address: 3527 NOSTRAND AVE City: BROOKLYN State: NY ZIP: 11219

Address 2: County: Phone: 678-509-4333

DOB: 06/12/1994 SSN: DL Number: DL State:

☐ US Citizen ☐ ICE 287(g) Referral Country of Birth: New York

Race: B Gender: M Height: 511 Weight: 165 Hair: BLK Eye: BRO

Ethnicity: N Skin Tone: MD ☐ Detainee ☐ Committed ☐ Sex Offender

Gang Affiliation: Gang Info Housing Unit:

Comments:

Sex Offender **Illegal Alien** **Juvenile**

VERIFY
NEW ARREST
TAKE PHOTO
SAVE DATA
DONE

Iris Capture: ☐ Right ☒ Both ☐ Left

Arrest Details Release Details Flags SID (1) Aliases (2) Charges (6) SMT (3) Parameters

Arrest #: Arrested By: Jurisdiction: GAAPD0000

Arrest Date: 10/24/2020 Time: 00:56 Arresting Officer: 7143 Officer #:

Commit Date: 10/24/2020 Time: 02:33 Committed By:

FBI: 300770TD2 Inmate ID: 671304

CITY OF ATLANTA
RESURGENS
ATLANTA, GA 30301
CORRECTIONS

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Once an individual is located, there is a “**IRIS History**” button (Green arrow) that will show all previous enrollment information and data in P.S.S. the database located on the NOVA platform at Nlets, and from anywhere that inmate has been enrolled in the I.R.I.S.™ program.

I.R.I.S. - Intake and Booking™

Application Module Tools Help

Intake and Booking

☒ Intake ☐ Release ☐ Verify

SEARCH BY DATA SEARCH BY IRIS

Booking Search (Intake)

Last Name: First Name: SID: Inmate ID:

Address: Arrest #: Booking #: FBI:

Address 2:

DOB:

☐ US Citizen

Race:

Ethnicity:

Gang Affiliation:

Comments:

Search: ☒ National ☐ Police Central

Search IRIS History

Close

| EnrolleeID | Last Name | First Name | DOB | Age | Booking # | Inmate ID | Agency | Booked | Released |
|------------|-----------|------------|------------|-----|------------|-----------|-----------|------------|------------|
| 1023839 | THOMAS | JORDN | 06/12/1994 | 28 | 2000008943 | 671304 | GA060051C | 10/24/2020 | 10/25/2020 |

Number of Matches: 1


Arrest Details

Arrest #: Arrested By: Jurisdiction:

Arrest Date: Time: Arresting Officer: Officer #:

Commit Date: Time: Committed By:

FBI: Inmate ID:



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DATA SHARING CAPABILITIES

No one offers better Data Sharing! Not only will participating IL Sheriff's be able to see an Inmates biographical, demographical and arrest / charge data from other Illinois Sheriffs, but the system is national, and you will be able to view inmate data from anywhere that inmate has been previously enrolled in BI2's PSS Database.

In the screen shot below you can see details associated with 'all' this inmate's enrollments at other Sheriff's Offices who also utilize I.R.I.S.™.

Notice:

4. This screen shot is sorted with the **most recent arrest** / enrolled located **at the 'top'** of the screen.
 - a. Previous arrests and enrollments are listed below in descending chronological order
5. Because we initially searched '**by data**' on "Jordn Thomas" and the 1st arrest / enrollment was at the Atlanta Dept of Corrections, that record is highlighted in "BLUE" at the bottom.
 - a. *NOTICE the tattoo of a "**ROSE**" over his left eye!*
6. This same inmate has since identified himself with (2) different names (aliases) following the 1st arrest / enrollment.
 - a. Both these other arrest / enrollments have occurred at (2) **different** Atlanta area Sheriff's Offices (jails) – notice the **different** ORI numbers!
 - b. He also has (3) **different** DOB's
 - c. In the bottom arrest / enrollment – the inmate was arrested and enrolled at the **Atlanta Department of Corrections (ORI – GA060051C)**
 - d. In the middle arrest / enrollment – the inmate was arrested and enrolled at the **Fulton County Sheriff's Office (GA) (ORI – GA0600000)**
 - e. In the Upper arrest / enrollment – the inmate was arrested and is enrolled at **Cobb County jail in Georgia (ORI = GA0330000)** and has **NOT** been released since his booking date of 02/18/2022.
 - f. **All arrest details and charges are available to view**

| BookingID | SorisID | First Name | Last Name | DOB | Booking # | InmateID | ORI | Booking Date | Released | Release Date |
|-----------|---------|------------|-----------|------------|------------|-----------|-----------|-----------------------|----------|-----------------------|
| 1992509 | 0 | BRIAN | KALONI | 28/10/1992 | 001019063 | 001075020 | GA0330000 | 2/18/2022 2:05:00 AM | No | |
| 1878384 | 0 | Tyreke | Bynum | 20/06/1994 | 2103012 | P01114099 | GA0600000 | 8/6/2021 2:45:00 AM | Yes | 2/17/2022 10:22:00 AM |
| 1697813 | 0 | JORDN | THOMAS | 12/06/1994 | 2000008943 | 671304 | GA060051C | 10/24/2020 2:33:00 AM | Yes | 10/25/2020 1:37:00 PM |

Last Name: [THOMAS] First Name: [JORDN] Middle Name: [JEFFREY] Suffix: [] Booking #: [2000008943]

Address: [3527 NOSTRAND AVE] City: [BROOKLYN] State: [NY] Zip: [11219]

Address 2: [] County: [] Phone: [678-509-4333]

DOB: [06/12/1994] SSN: [] DL Number: [] DL State: []

☐ US Citizen ☐ ICE 287(g) Referral Country of Birth: [New York]

Race: [B] Gender: [M] Height: [511] Weight: [165] Hair: [BLK] Eye: [BRO]

Ethnicity: [N] Skin Tone: [MD] ☐ Detainee ☐ Committed ☐ Sex Offender

Gang Affiliation: [] Housing Unit: []

Comments: []


Arrest Details | Release Details | SID | Flags | Aliases | Charges | SMT

Arrest #: [] Arrested By: [] Jurisdiction: [GAAPD0000]

Arrest Date/Time: [10/24/2020 12:56:00 AM] Arresting Officer: [7143] Officer: []

Commit Date/Time: [10/24/2020 2:33:00 AM] Committed By: []

FBI: [300770TD2] Inmate ID: [671304]



- In summary, this inmate has had (3) arrests / enrollments with:
 - (3) different “**Names**” being used
 - (3) different **DOB**s used
 - (3) different **Sheriff Offices**
 - All arrest data and details, the inmate’s identification data as presented, and dates are shared from the previous enrollments.
- Notice the same “**Rose**” tattoo over the inmates left eye!

| BookingID | SorisID | First Name | Last Name | DOB | Booking # | InmateID | ORI | Booking Date | Released | Release Date |
|-----------|---------|------------|-----------|------------|------------|-----------|-----------|-----------------------|----------|-----------------------|
| 1992509 | 0 | BRIAN | KALONI | 28/10/1992 | 001019063 | 001075020 | GA0330000 | 2/18/2022 2:05:00 AM | No | |
| 1878384 | 0 | Tyreke | Bynum | 20/06/1994 | 2103012 | P01114099 | GA0600000 | 8/6/2021 2:45:00 AM | Yes | 2/17/2022 10:22:00 AM |
| 1697813 | 0 | JORDN | THOMAS | 12/06/1994 | 2000008943 | 671304 | GA060051C | 10/24/2020 2:33:00 AM | Yes | 10/25/2020 1:37:00 PM |

Last Name: First Name: Middle Name: Suffix: Booking #:

Address: City: State: Zip:

Address 2: County: Phone:

DOB: SSN: DL Number: DL State:

☒ US Citizen ☐ ICE 287(g) Referral Country of Birth:

Race: Gender: Height: Weight: Hair: Eye:

Ethnicity: Skin Tone: ☐ Detainee ☒ Committed ☐ Sex Offender

Gang Affiliation: Housing Unit:

Comments:



Arrest Details Release Details SID Flags Aliases Charges SMT

Arrest #: Arrested By: Jurisdiction:

Arrest Date/Time: Arresting Officer: Officer:

Commit Date/Time: Committed By:

FBI: Inmate ID:

Please Note: If the state and federal IDs have been entered and saved (based on data received from state and federal agencies) during a prior booking, those ID numbers will appear. Also note that the fields for the SID and the FBI number are shaded. These unique identifiers cannot be changed by the user. They can be changed by an authorized administrator in the event of a duplicate ID or a documented data entry error.

The next step in the process depends on your individual and unique Policies, Procedures and Post Orders. I.R.I.S.™ has been intentionally designed by law enforcement to be flexible and will comply with your current Policies, Procedures and Post Orders.

We recommend that the next step in the Intake and Booking process should be to **verify** the identity of the offender using the iris biometric.

The user simply instructs the offender into the iris camera and clicks Verify. The individual’s eyes will appear, capture and a search by iris will automatically be conducted by the system. In seconds, I.R.I.S.™ will perform a local and national search; and confirm and return; the identity of

the individual if the person has been previously entered into the I.R.I.S.™ system. This means previously at either your facility or at another facility around the nation.

If the offender has been previously enrolled, their record will be matched and displayed in seconds indicating that the individual was successfully verified.

| EnrolleeID | Last Name | First Name | DOB | Age | Booking # | Inmate ID | Agency | Booked | Released |
|------------|-----------|------------|------------|-----|----------------|------------|-----------|------------|------------|
| 424906 | Leonard | John | 07/31/1960 | 61 | BI2 - COO | BI2-1817 | FL370000 | 12/13/2021 | |
| 424906 | Leonard | John | 07/31/1960 | 61 | TEST-1817 | BI2-1837 | NY0270000 | 11/14/2021 | 12/04/2021 |
| 424906 | Leonard | John | 07/31/1960 | 61 | WSSA-BI2 | WSSA - 001 | NY0270000 | 05/18/2021 | 11/11/2021 |
| 424906 | Leonard | John | 07/31/1960 | 61 | 12235 | 55705 | NY0270000 | 03/30/2021 | 03/30/2021 |
| 424906 | Leonard | John | 07/31/1960 | 61 | Leon-032920... | 55705 | NY0270000 | 03/29/2021 | 03/29/2021 |
| 424906 | Leonard | John | 07/31/1960 | 61 | 302221 | 55705 | NY0270000 | 03/25/2021 | 03/25/2021 |
| 424906 | Leonard | John | 07/31/1960 | 61 | BI2-1817 | BI2-SVP | NY0270000 | 03/25/2021 | 03/25/2021 |
| 424906 | Leonard | John | 07/31/1960 | 61 | BI2 - test | 55705 | NY0270000 | 03/24/2021 | 03/25/2021 |
| 424906 | Leonard | John | 07/31/1960 | 61 | BI2-demo | 55705 | GA060051C | 02/20/2021 | 02/20/2021 |
| 424906 | Leonard | John | 07/31/1960 | 61 | SVP2-BI2 | 55705 | NY057013c | 08/13/2020 | 08/13/2020 |

Search Method / Option 3: Searching for offender from your existing records or jail management system and National Database **by Iris**

The Search by Iris process is simple, fast, and accurate. Again, the individual is instructed to look into the iris camera and a digital photograph captures the unique features contained in their irises in seconds - on average, less than 3 seconds.

The ‘Search by Iris’ button and function enables authorized users to check automatically, easily and quickly their local or BI2’s PSS National databases to determine whether an offender has previously been enrolled elsewhere – **regardless of the (Name, D.O.B. or other biographical data)** they may previously be booked under. This capability significantly speeds up the intake, booking, re-enrollment, update and/or correction process.

Of course, and most importantly, having the ability (in seconds) to positively determine the identity of the individual, their prior bookings and **risks they may pose to your staff** (Red arrow) and the public (in seconds!) is the primary reason and benefit of the I.R.I.S.™ system.

| BookingID | SorisID | First Name | Last Name | DOB | Booking # | InmateID | ORI | Booking Date | Released | Release Date |
|-----------|---------|------------|-----------|------------|------------|-----------|-----------|-----------------------|----------|-----------------------|
| 1992509 | 0 | BRIAN | KALONI | 28/10/1992 | 001019063 | 001075020 | GA0330000 | 2/18/2022 2:05:00 AM | No | |
| 1878384 | 0 | Tyreke | Bynum | 20/06/1994 | 2103012 | P01114099 | GA0600000 | 8/6/2021 2:45:00 AM | Yes | 2/17/2022 10:22:00 AM |
| 1697813 | 0 | JORDN | THOMAS | 12/06/1994 | 2000008943 | 671304 | GA060051C | 10/24/2020 2:33:00 AM | Yes | 10/25/2020 1:37:00 PM |

Last Name: First Name: Middle Name: Suffix: Booking #:

Address: City: State: Zip:

Address 2: County: Phone:

DOB: SSN: DL Number: DL State:

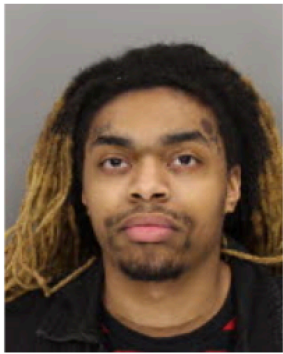
☒ US Citizen ☐ ICE 287(g) Referral Country of Birth:

Race: Gender: Height: Weight: Hair: Eye:

Ethnicity: Skin Tone: ☐ Detainee ☒ Committed ☐ Sex Offender

Gang Affiliation: Housing Unit:

Comments:



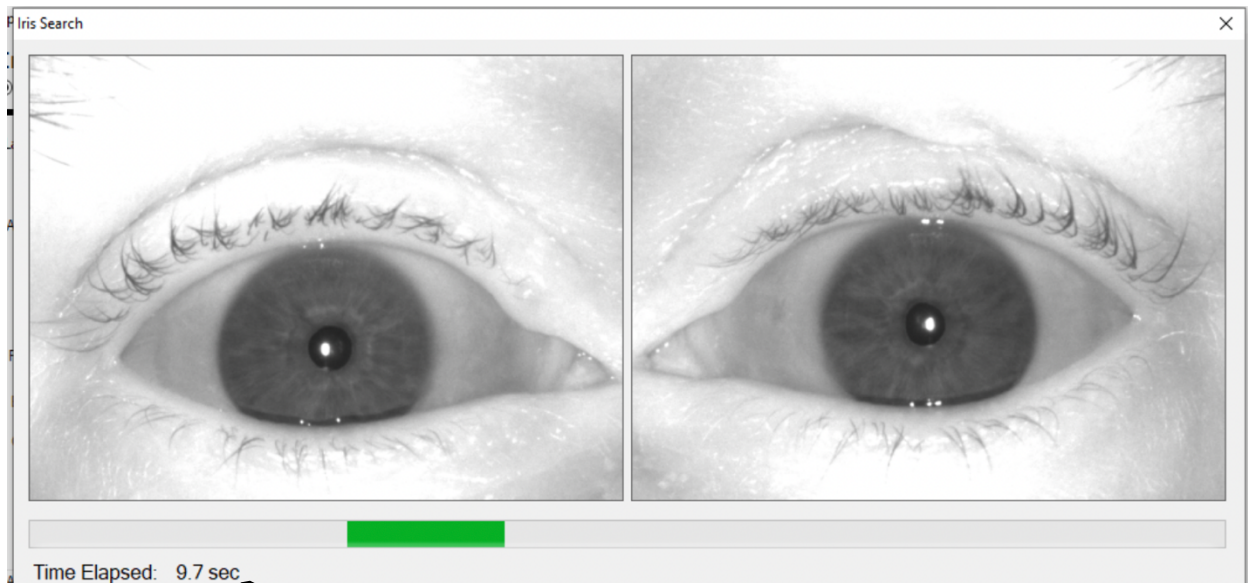
Arrest Details Release Details SID Flags Aliases Charges **SM**

| Code | Description | Statute | Disposition |
|---------------|---|---------|-------------|
| OCGA16-11-131 | Receipt, Possession or Transfer of Firearm by a Convicted Felon or Felony First Offender (Felony) | | |
| OCGA17-6-12 | Failure to Appear (Misdemeanor) | | |

This is particularly valuable in cases where an individual has provided false identity or inaccurate or falsified documents or identity credentials, i.e., Driver’s License, Passport, Social Security Card, Green Card, etc. to avoid detection by concealing their identity.

The system is specifically designed to enable authorized law enforcement or public safety personnel to see the offender’s eyes during enrollment and recognition. As the screen shot above illustrates, the authorized officer or staff member doing the enrollment or recognition can see the offender’s eyes as the iris digital camera captures a photo of the eyes.

Please Note: The time it takes to conduct the local and national search (please see **Green arrow** below eyes) is displayed as the search is being conducted.



Since our corporate beginning in 2008 (through this morning), our I.R.I.S.™ system has conducted over (3,728,740,000) one-to-many iris biometric searches of previously enrolled offenders. The average match time nationally is 10.6 seconds!

Once the Search by Iris is completed, the offender's data will be returned and displayed. At this point a new arrest, intake or booking can also begin (please see **Green arrow** below).

A screenshot of the "I.R.I.S. - Intake and Booking™" application interface. The window has a menu bar with "Application", "Module", "Tools", and "Help". Below the menu bar, there are tabs for "Intake", "Release", and "Verify", with "Intake" selected. The main area contains a form for entering offender information, including fields for Last Name, First Name, Middle, Suffix, Address, City, State, ZIP, DOB, SSN, DL Number, DL State, Race, Gender, Height, Weight, Hair, Eye, Ethnicity, Skin Tone, Detainee status, Committed status, Sex Offender status, Gang Affiliation, Housing Unit, and Comments. There are also buttons for "SEARCH BY DATA", "SEARCH BY IRIS", "VERIFY", "NEW ARREST", "TAKE PHOTO", "SAVE DATA", and "DONE". A photo of a man is displayed on the right side of the form. At the bottom, there are sections for "Arrest Details", "Release Details", "Flags (11)", "SID", "Aliases (7)", "Charges (0)", "SMT (19)", and "Parameters". A green arrow points from the text above to the "NEW ARREST" button.

Some Important Notes ... About How our I.R.I.S.™ System Works

As you've been reading this proposal and reviewing the screen shots you may have notice several important, but subtle, features and capabilities. First, please take a second to look at the **green arrow above**. You'll note that the "New Arrest" button has **turned black and become "active"**.

A few different colors are also effectively used throughout the I.R.I.S.™ system.

In the screen shot example above, **please note the colored border around the mug shot photo**. In this example, the **red color** provides a visual indicator that the offender has previously been booked and convicted of a crime that designated him as a registered **sex offender**. The **green color** provides a visual indicator that the offender has previously been booked as an **287g referral 'migrant'**. You'll also note in this example that several of the Scars, Marks, Tattoo (SMT) fields are in **red**. A **blue color** would indicate a **'juvenile'** individual

Since the data (and possibly the mugshot/photo) from your existing records or jail management system will be integrated with I.R.I.S.™, all the data that has been previously entered during your Intake and Booking process will be automatically entered into the I.R.I.S.™ system. No duplicate data entry – this reduces and/or eliminates errors that can occur.

The I.R.I.S.™ system also includes "drop-down" boxes and tables to speed data entry and ensure consistent and uniform input of information, such as arresting jurisdiction. For example, the I.R.I.S.™ system has the capability to include and track by an unlimited number of alias names.

Of course, all drop down boxes can be customized, edited and maintained by an authorized System Administrator of the **Winnebago County Sheriff's Office** and Jail.

Completing the new Intake and Booking Process

As you'll note in the example and screen shot below, the individual has now been entered into the I.R.I.S.™ system (using the data from your existing records or jail management system) and the Intake and Booking is ready to be completed by simply clicking on the **"Done"** button. (**Green arrow**)

The screenshot shows the I.R.I.S. - Intake and Booking™ application window. The interface includes a menu bar (Application, Module, Tools, Help) and tabs for Intake and Booking, and Inmate Release. The main form is titled "Intake and Booking" and contains various input fields for personal information, including Last Name, First Name, Middle, Booking #, DOB, Address, City, State, ZIP, Address 2, County, Phone, SSN, DL State, DL Number, US Citizen status, ICE 287(g) Referral, Country of Birth, Gender, Height, Weight, Hair, Eye, Race, Skin Tone, and Name Aliases. There are also checkboxes for Tattoo, Removed Tattoo, Scar, Mark, Skin Discoloration, Deformity, Artificial Body Parts, Missing Body Parts, Gang Affiliation, and Sex Offender status. A mugshot of an older man is displayed with a red border and a green border. The "Done" button is highlighted with a green arrow.

Release Module

The Release module is also simple to use, fast and accurate.

I.R.I.S. - Inmate Release™

Application Module Tools Help

Inmate Release

☐ Intake ☒ Release ☐ Verify

SEARCH BY DATA SEARCH BY IRIS

Last Name: Leonard First Name: John Middle: D Suffix: JR Booking #: B12-COO

Address: 488 State Road City: Plymouth State: MA ZIP: 02360

Address 2: County: Phone:

DOB: 07/31/1960 SSN: DL Number: DL State: MA

☒ US Citizen ☐ ICE 287(g) Referral Country of Birth: USA

Race: W Gender: M Height: 6' Weight: 246 Hair: Blonde Eye: Blue

Ethnicity: Skin Tone: Medium ☐ Detainee ☒ Committed ☐ Sex Offender

Gang Affiliation: Gang Info Housing Unit: P-4

Comments:

Ins Capture: ☐ Right ☒ Both ☐ Left

Arrest Details Release Details Flags (11) SID Aliases (7) Charges (0) SMT (19) Parameters

Bail Amount: Bailed By: Bailed by Address:

End of Sentence: Release Date: Time: Now

Release Type: Released To:

☐ Detainer's Check
☐ Personal Property Return
☐ Victim/Witness Notified
☐ Police Department Notified

MONROE COUNTY SHERIFF'S OFFICE

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Users can **“toggle”** between the **Intake and Booking and Release** modules by simply clicking on the **“Module”** tab at the top of the screen (see **Green arrow** above). Within the Release module, the functionality works the same as in the Intake and Booking. The user can either select from a drop-down list of individuals scheduled for release or the Booking Officer instructs the offender to look in the iris camera mirror and searches for the offender to be released by their irises.

In either case, the offender's information and mug shot are displayed and the Release process can begin with identity verification.

Again, I.R.I.S.™ has been intentionally designed to comply with your Policies, Procedures and Post Orders.

In many jurisdictions' offenders may be released from different locations, including the courts, without ever returning to the jail. That's also fine because I.R.I.S.™ has been designed by law enforcement to process a release from court even though the individual did not return to the jail (please see screen shot below – **Green arrow**).

I.R.I.S.™ has the flexibility to work properly whether the individual is released from the **Winnebago County Sheriff's Office Jail**, the court, or some other location if that's the way you want to process the offender's release. If everyone must be released from the Jail, that's fine, as well.

Again, at the time and location of release, I.R.I.S.™ will work in compliance with your current Policies, Procedures and Post orders.

The Release functionality provides the option of taking a “pre-release” photo as well as noting that Detainee/Warrant checks have been conducted, Personal Property has been returned, etc.

The only requirement is that the offender is verified by their irises (unless released from another location, i.e., court) and **Release Date, Release Time, Release Type and Released** to fields of information are completed. The required fields are indicated by the **red info bubbles** (please see **Green arrow** below).

I.R.I.S. - Inmate Release™

Application Module Tools Help

Inmate Release

☐ Intake ☒ Release ☐ Verify

SEARCH BY DATA SEARCH BY IRIS

Last Name: Leonard First Name: John Middle: D Suffix: JR Booking #: B12-COO

Address: 488 State Road City: Plymouth State: MA ZIP: 02360

Address 2: County: Phone:

DOB: 07/31/1960 SSN: DL Number: DL State: MA

☒ US Citizen ☐ ICE 287(g) Referral Country of Birth: USA

Race: W Gender: M Height: 6' Weight: 245 Hair: Blonde Eye: Blue

Ethnicity: Skin Tone: Medium ☐ Detainee ☒ Committed ☐ Sex Offender

Gang Affiliation: Gang Info Housing Unit: P-4

Comments:

VERIFY NEW ARREST TAKE PHOTO RELEASE DONE

Sex Offender Illegal Alien Juvenile

Photo of Inmate

Iris Capture: ☐ Right ☒ Both ☐ Left

Arrest Details Release Details Flags (11) SID Aliases (7) Charges (0) SMT (19) Parameters

Bail Amount: Bailed By: Bailed by Address:

End of Sentence:

Release Date: Time: Now

Release Type: Released To:

☐ Detainer's Check ☐ Personal Property Return ☐ Victim/Witness Notified ☐ Police Department Notified

MONROE COUNTY SHERIFF'S OFFICE

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Of course, you have the option of requiring all the information to be entered prior to release – that’s your choice.

I.R.I.S.™ will not allow an inmate ‘RELEASE’ unless the individual to be released irises are a match for their identity. The process is accurate, fast, and simple.

Administration of I.R.I.S.™

The I.R.I.S.™ system is very easy to administer and maintain from a systems administrator perspective. The person(s) with System Administrator authority and privileges can manage and maintain the system from the tabs at the top of the screen.

I.R.I.S. Intake and Booking™

Application Module Tools Help

Intake and Booking Inmate Release

Intake and Booking

SEARCH BY DATA SEARCH BY IRIS

Last Name: First Name: Middle: Booking #: DOB: / /

Address: City: State: CA ZIP: Sex Offender Illegal Alien Juvenile

Address 2: County: MONTEREY

Phone: SSN: DL State: CA DL Number:

US Citizen: Yes No ICE 287(g) Referral Country of Birth: USA

Male Female Height: Weight:

Hair: Eye:

Race: Skin Tone:

Name Aliases: Click to Add

Tattoo Removed Tattoo Scar Mark Skin Discoloration Deformity Artificial Body Parts Missing Body Parts

Gang Affiliation: Gang Info Detainee Committed Sex Offender

Iris Capture: Right Both Left

Arrest Details Offense Details Booking/Charge Code Parameters

Arrest #: Arrested By: Jurisdiction:

Arrest Date: Time: Arresting Officer: Officer #:

Commit Date: Time: Committed By:

SID: FBI: Inmate ID:

SHERIFF MONTEREY COUNTY

The following screen shots (below) display the system administration capabilities and functionality of I.R.I.S.™ within the Application Options. For a System Administrator, the screens will be self-explanatory. I have included a few notes where appropriate.

Application Options

General External Data Security Face Camera Iris Camera Server Customize

General application options

Default Module: Intake and Booking

Default State: CA

Default County: MONTEREY

Inmate ID Label: Inmate ID

Booking Number Label: Booking #

Arrest Number Label: Arrest #

☒ Enable Debug Log

OK Cancel Apply

Application Options

General External Data Security Face Camera Iris Camera Server Customize

☐ **Stand Alone Mode** (when not connecting to any other database)
☒ **External Integration Mode** (when integrating with a local database)

Jail Management System:

Show Recent: ☐ Bookings ☐ Releases ☒ Release from Court

Search Box Fields

| | National | Local | | National | Local |
|-------------|-------------------------------------|-------------------------------------|-----------------|-------------------------------------|-------------------------------------|
| Last Name: | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Booking Number: | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| First Name: | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Arrest Number: | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Inmate ID: | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | SID: | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| | | | FBI: | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |

OK Cancel Apply

Application Options

General External Data Security Face Camera Iris Camera Server Customize

Authentication options

☒ **Local Computer**
☐ **Microsoft Active Directory (AD)**

Domain: ☐ Use short NetBIOS name

☐ Fill-in Windows username on Login screen

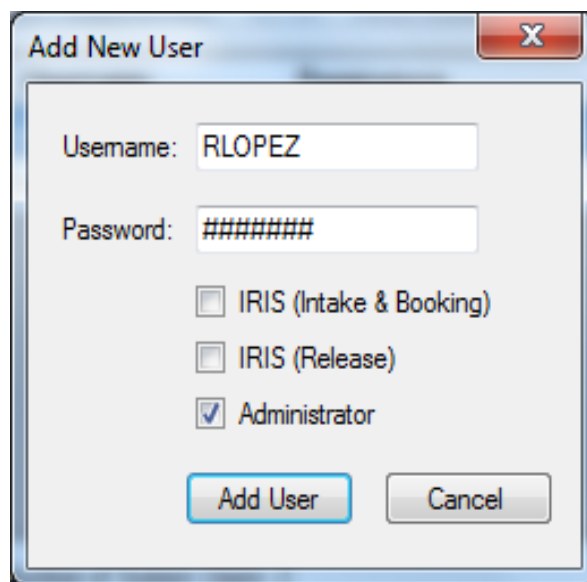
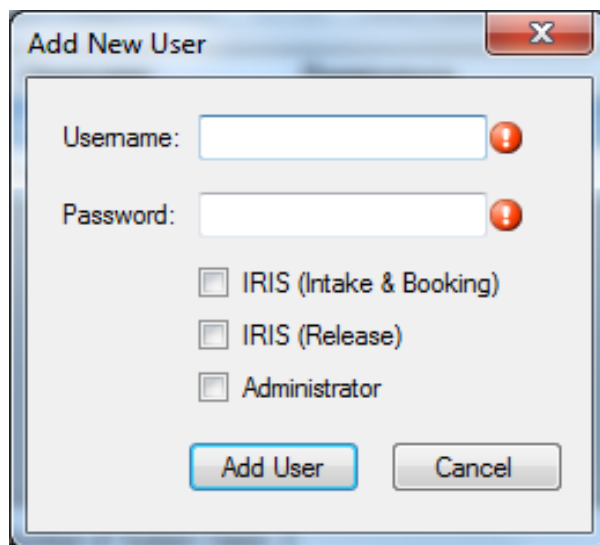
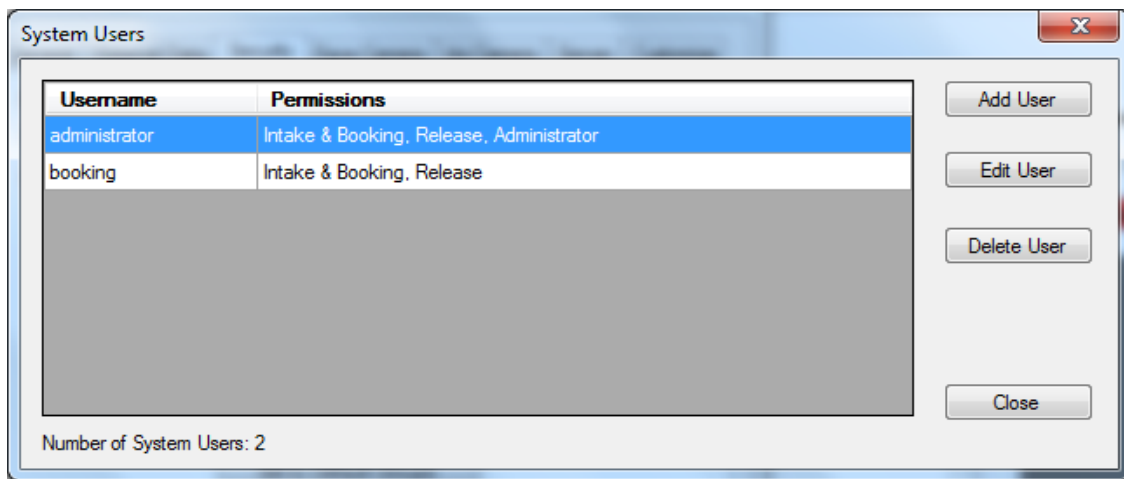
Admin Group:

Intake Group:

Release Group:

OK Cancel Apply

Microsoft Active Directory can be implemented if desired.



Edit User

Username: administrator

Password: [Masked]

☒ IRIS (Intake & Booking)
☒ IRIS (Release)
☒ Administrator

Save Cancel

Application Options

General External Data Security **Face Camera** Iris Camera Server Customize

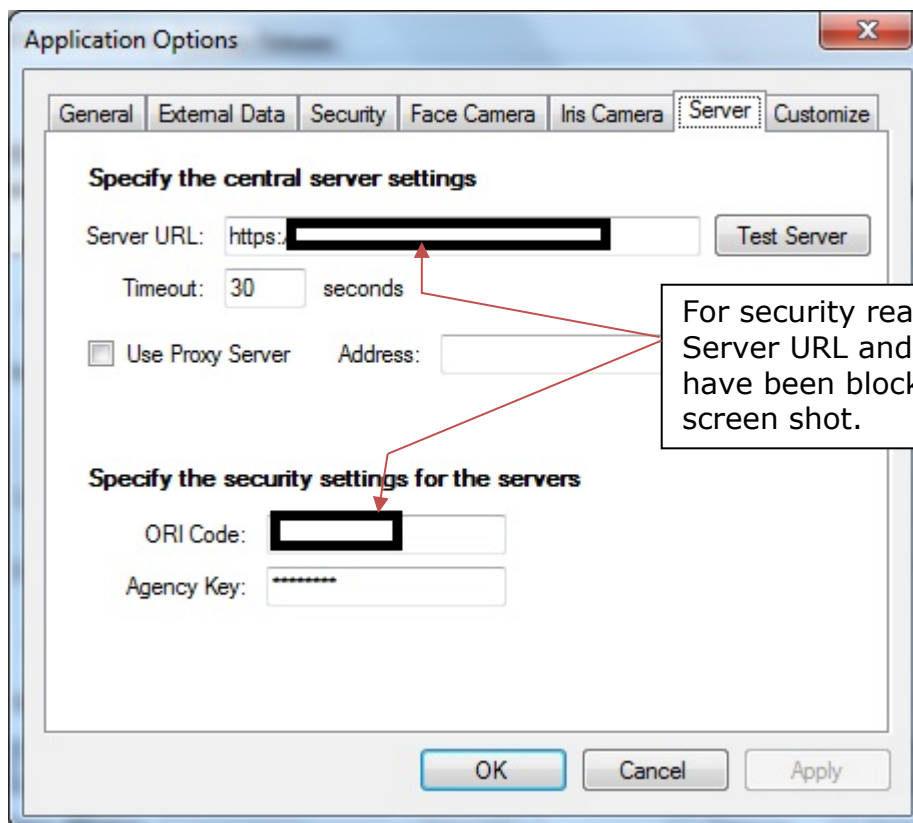
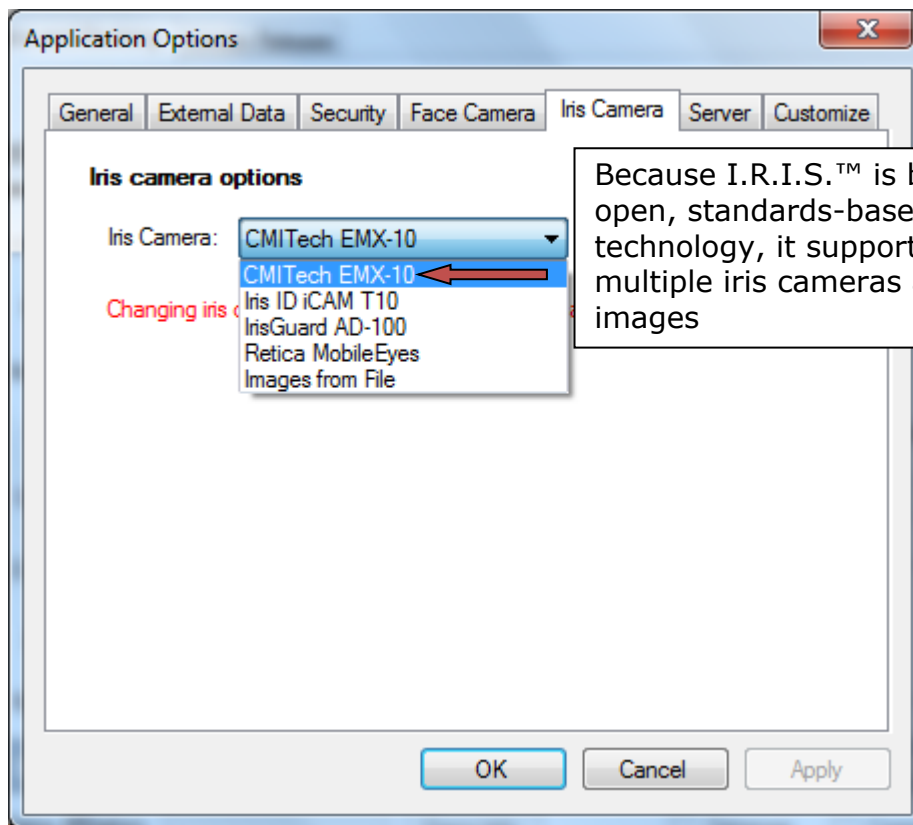
☒ **Webcam** Camera Index: 0

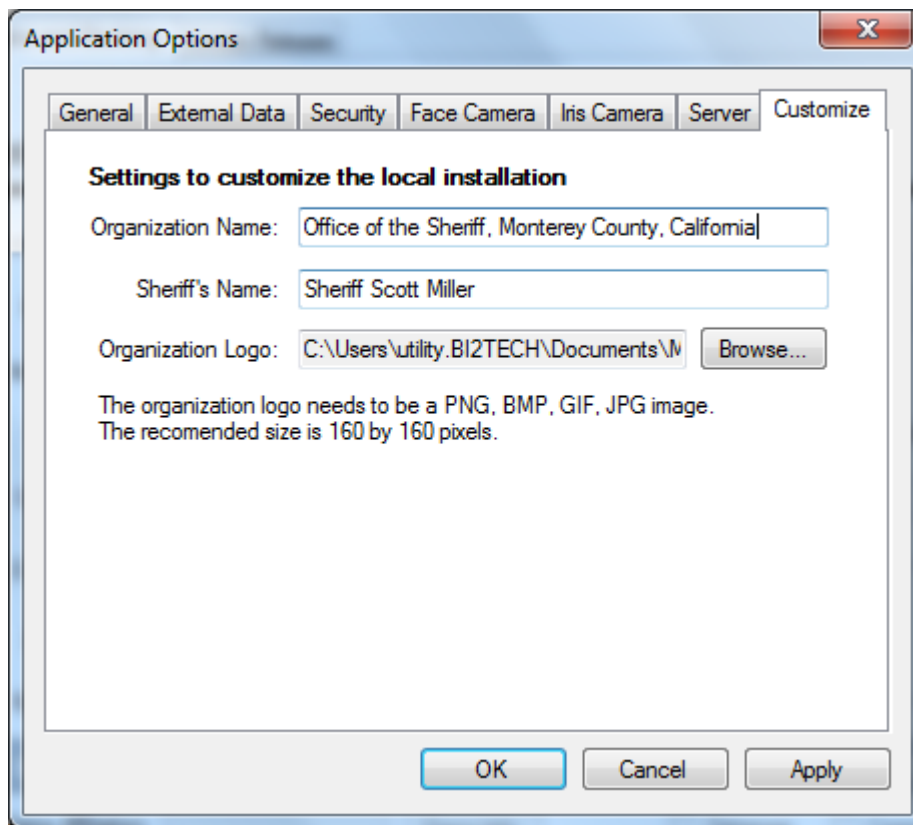
☐ **IrisGuard AD-100**

☐ **Manually Select Image File** Directory: [Empty]

☐ **Disable Photo Capture**

OK Cancel Apply





6. Digital photographs of the offender's irises.
7. Digital photographs of the offender (mug shots).
8. Details and history of the offender's arrest, offense(s), and charge(s).
9. Complete physical description of the offender.
10. Detailed demographic and descriptive information (e.g., DOB, SSN, citizenship, scars, marks, tattoos, etc.), multiple aliases, and addresses.
11. Detailed and automated Reporting Requirements, Reporting Status and Address Verification, as well as multiple Employment and School Information.

4. Med Verify™



**Reduce liability ...
Make sure the right
inmate gets the
right medication
and the right
medical care ...**

About Us

BI2 Technologies can ensure your medical personnel are able to positively identify inmates prior to issuing medications or providing medical care with a portable “med cart” ready version of I.R.I.S. (Inmate Recognition Identification System)

For Pricing Call ... John Leonard

Phone: (617) 992-1817
Email: jleonard@bi2technologies.com

Web: www.bi2technologies.com

488 State Road, Suite 1
Plymouth, MA 02360



*Help Your Medical Personnel Identify
Inmates In Seconds with I.R.I.S.™*

**Specifically Designed and
Engineered For Medical
Personnel**

- We listened to existing customers to design and engineer this ‘new’ innovative version of I.R.I.S.™ known as *Med Verify™*
- Portable and Med Cart Ready
- Installs on a laptop or tablet running Windows 10
- Positive inmate identification in seconds without slowing down your medical personnel

A world leader in the development and implementation of innovative and affordable iris recognition solutions for jails, prison and State Departments of Corrections

BI² TECHNOLOGIES
Biometric Intelligence & Identification Technologies

“Identification in the blink of an eye”

The screen shot BELOW is what a nurse (or staff member) would see once they have the inmate look into the biometric binocular camera and prior to distribution of medication.

12. Notice that there is checkbox just to the right of the “Verify” button. It is checked **“Most Recent Booking”** (Red arrow next page). Nurse don’t need to see the inmate’s booking history.
13. They only need to see the enrollment ‘mugshot’ and data collected from your facility on the most recent booking. The mugshot and data will help to quickly verify the identity of the inmate.
14. This process takes **less than (2) seconds** and ensure the right inmate will get the medications intended for them ... and the wrong inmate that claims to be someone else; or even has a wrist band that identifies them as someone else does **not**.
15. While a nurse cannot change any data, they can still view the data like **“Flags”** where there maybe notes on that inmate that could be valuable. In this case, the

individual is identified as having Diabetes Type 2 and takes Trulicity (Red arrow next page).

I.R.I.S. - Verify

Application Module Tools Help

Verify

☐ Intake ☐ Release ☒ Verify ☒ Most Recent Booking

SEARCH BY IRIS

Last Name: Leonard First Name: John Middle: D Suffix: JR Booking #: Med Very - Demo

Address: 488 State Road City: Plymouth State: MA ZIP: 02360

Address 2: County: Phone:

DOB: 07/31/1960 SSN: DL Number: DL State: MA

☒ US Citizen ☐ ICE 287(g) Referral Country of Birth: USA

Race: W Gender: M Height: 6' Weight: 246 Hair: Blonde Eye: Blue

Ethnicity: Skin Tone: Medium ☐ Detainee ☒ Committed ☐ Sex Offender

Gang Affiliation: Gang Info Housing Unit: P-4

Comments:

Sex Offender Illegal Alien Juvenile

DONE

Iris Capture: ☐ Right ☒ Both ☐ Left

Arrest Details Release Details **Flags (14)** SID Aliases (7) Charges (0) SMT (19) Parameters

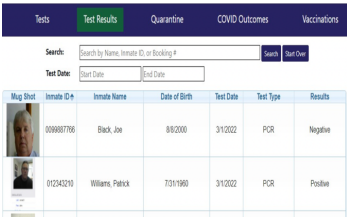
| Type | Description | Alert | Expiration Date | Agency | Phone |
|---------|----------------------|-------|-----------------|-------------------|-------|
| Medical | Diabetic Type 2 | True | | Monroe County, NY | |
| Medical | Diabetic Type 2 | True | | Monroe County, NY | |
| Medical | Takes Trulicity q.wk | False | | Atlanta DOC, GA | |
| Medical | Diabetic Type 2 | True | | Monroe County, NY | |
| Medical | Takes Trulicity q.wk | False | | Atlanta DOC, GA | |
| Medical | Takes Trulicity q.wk | False | | Atlanta DOC, GA | |

Add

CITY OF ATLANTA
RESURGENS
1847 ATLANTA, GA 30301
CORRECTIONS

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5. MED VERIFY PLUS™ -- THIS IS REQUIRED!



Integrates to your EMHR solution

Designed and Engineered for Jails and Prisons (Confinement Facilities)

- Is an allowable cost under the CDC Funding for Detection and Mitigation of COVID-19
- Reports can be automated to your needs, The Illinois State DOH and the Illinois State Sheriff's Association
- Sends an ALERT flag when a positive test is confirmed

Med Verify PLUS™

- An Add on Module to I.R.I.S.™
- Tracks COVID Vaccination, Testing and Quarantine information for Inmates
- Tracks Facility COVID Policies
- Tracks COVID Statistics for Staff
- Provides Statistical COVID Reporting for Participating Agencies Statewide
- Provides Statistical COVID Reports for Individual Agencies and Supportive Detailed Reports
- Interfaces to State Agencies for Reporting

About Us

BI2 Technologies ... A world leader in the development and implementation of innovative and affordable iris recognition solutions for jails, prison and Departments of Corrections


For More Info Call ... John Leonard
Phone: (617) 992-1817
Email: jleonard@bi2technologies.com
Web: www.bi2technologies.com

*488 State Road, Suite 1
Plymouth, MA 02360*

| COVID Staff Statistics | | |
|--------------------------------|----|------|
| As of 2022-04-22 16:53:26 | | |
| BI2 Technologies (Demo) | # | % |
| Total Staff Count | 22 | |
| Staff Absent -- COVID Positive | 3 | 13 % |
| Staff Absent -- Quarantined | 6 | 27 % |
| Total Staff Tested | 18 | 81 % |
| Total Staff Tested Positive | 4 | 18 % |

| COVID Resident Statistics | | |
|-------------------------------------|-----|------|
| As of 2022-04-22 16:53:26 | | |
| BI2 Technologies (Demo) | # | % |
| Total Residents In Custody | 116 | |
| Total Residents Tested | 103 | 88 % |
| Total Residents Tested Positive | 23 | 19 % |
| Total Residents Quarantined | 34 | 29 % |
| Total Residents Recovered | 17 | 14 % |
| Total Residents Hospitalized | 6 | 5 % |
| Total Residents Deceased | 0 | 0 % |
| Total Residents Released Positive | 4 | 3 % |
| Total Residents In Custody Positive | 2 | 1 % |

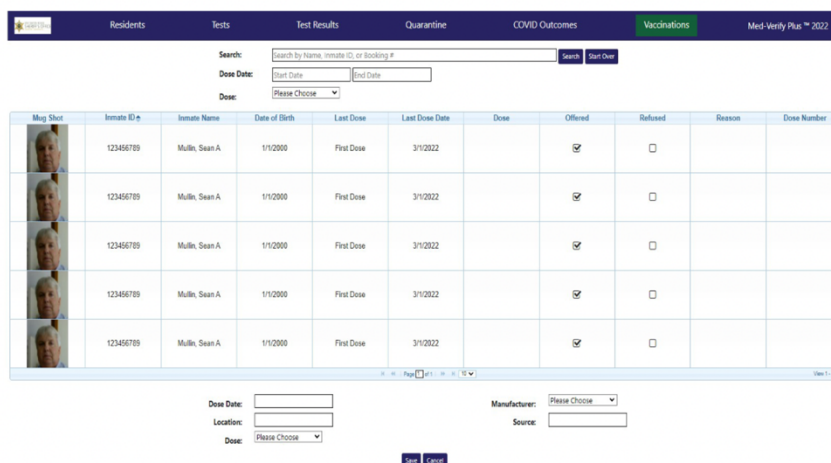
| COVID Positive Resident Details | | | | | |
|----------------------------------|---------|-------|--------|------------|-------|
| Test Date | Last | First | Middle | DOB | Photo |
| 2022-03-15 | MULLIN | SEAN | G | 1954-08-09 | |
| Inmate tested positive at intake | | | | | |
| 2022-03-21 | Leonard | John | | 1965-07-31 | |
| Symptoms | | | | | |



"Identification in the blink of an eye"

Resident (Inmate) – Vaccination Information

- Residents can be selected:**
 - individually by name, booking or inmate number
 - by the date of their last dose
 - by dose
- Update the records** returned with their dose information
- Hit Save to save** vaccination information.



The interface shows a table with columns: Mug Shot, Inmate ID, Inmate Name, Date of Birth, Last Dose, Last Dose Date, Dose, Offered, Refused, Reason, and Dose Number. Five records for 'Mullin, Sean A' are shown, all with 'First Dose' status and 'Offered' checked. Below the table are input fields for 'Dose Date', 'Location', 'Dose', 'Manufacturer', and 'Source', along with 'Save' and 'Cancel' buttons.

Residents (Inmate) – Quarantine Information

- Residents can be selected
 - individually by name, booking or inmate number
 - by booking date to support selection to quarantine on intake.
 - by Housing location to support selection to quarantine based on exposure in their housing unit.
 - by having a positive test result
- Select the residents to quarantine
- Enter the quarantine information
- Hit Save to create quarantine records.

Search: Search Start Over

Booking Date: Start Date End Date

Housing: Reason: Positive Result: ☐

| Mug Shot | Inmate ID # | Inmate Name | Date of Birth | Reason | Close Contact | Exposure Source | Exposure Date |
|----------|-------------|----------------|---------------|----------|---------------|-----------------|---------------|
| | 123456789 | Mullin, Sean A | 1/1/2000 | Exposure | Yes | Unknown | 3/10/2022 |
| | 123456789 | Mullin, Sean A | 1/1/2000 | Exposure | Yes | Unknown | 3/10/2022 |
| | 123456789 | Mullin, Sean A | 1/1/2000 | Exposure | Yes | Unknown | 3/10/2022 |
| | 123456789 | Mullin, Sean A | 1/1/2000 | Exposure | Yes | Unknown | 3/10/2022 |
| | 123456789 | Mullin, Sean A | 1/1/2000 | Exposure | Yes | Unknown | 3/10/2022 |

Quarantine Date: Reason: Duration:

Exposure Source: Scheduled End Date:

Exposure Date: Actual End Date:

BF TECHNOLOGIES © 2020-2022

Resident (Inmate) Mgmt.

- Resident records will initially be created automatically when a person is enrolled in IRIS.
- The "In Custody" flag will be cleared automatically when a person is released in IRIS.

First Name: Middle Name: Last Name: Suffix:

Date of Birth: Phone Number:

Address: Apt/Unit: City/Town: State: Zip Code:

Homeless: ☐ Emergency Contact: Emergency Contact Phone:

Federal ID: State ID: Alien Reg. Number: Booking Number:

Enrollee ID: Inmate ID: Known Aliases: Height: Weight:

Sex: Race: In Custody: ☐ Ethnicity: Held For:

BF TECHNOLOGIES © 2020-2022

Facility Section

- Facility Information is initially automatically populated from IRIS
- Facility information can be updated
- Capacity information can be entered once and updated if areas are temporarily closed
- Head Count information can be entered daily if everyone

The screenshot displays the 'Facility' section of a software interface. At the top, there is a navigation bar with links: Home, Facility (active), Staff, Administrator, John Doe's Profile, and Med-Verify Plus™ 2022. Below the navigation bar, the facility details are shown in a two-column layout:

| | | | |
|-----------------|--------------------|-------------------|------------------|
| Facility: | Orleans Parish, LA | ORI: | LAC080000 |
| Address: | 2800 Perdido St | Address 2: | Unit #1224 |
| City: | New Orleans | State: | LA |
| Phone: | 504-622-0000 | Zip Code: | 70119 |
| Facility Type: | Super Max | OP Authority: | Sheriff's Office |
| Security Level: | Medium | Private Operator: | No |
| OP Name: | Prison | | |

Below the details, there are three main sections:

- Facility Capacity:** Includes a 'Date' field (mm/dd/yyyy) and a 'Total Beds' field. Buttons for 'Save' and 'Cancel' are present.
- Facility Count:** Includes a 'Date' field (mm/dd/yyyy) and a 'Count' field. Buttons for 'Save' and 'Cancel' are present.
- Facility Quarantine Policies:** Includes fields for 'Policy Start Date' (mm/dd/yyyy), 'Policy End Date' (mm/dd/yyyy), 'Intake Quarantine Duration', 'Exposure Quarantine Duration', 'Release Quarantine Duration', 'Transfer Quarantine Duration', and 'Isolation Quarantine Duration'. Buttons for 'Save' and 'Cancel' are present.

At the bottom, the logo for 'BI2 TECHNOLOGIES' is displayed, along with the text 'Biometric Intelligence & Identification Technologies' and '© 2020-2022'.

Tracks Facility Information including
Address, Phone, etc
Number of Beds
Daily Count

Tracks Facility COVID Policies
Quarantine policies for
Intake, Transfer,
Release, Exposure,
Positive Test Result

Tracks Staff COVID Statistics
User Administration for
Agency Users

6. MORIS (Laptop Version) for vehicles

MORIS

Personal Data

Last Name

First Name

Middle Name

DOB

Criminal Data

State ID

FBI Number

Inmate ID

Document Data

SSN

DL Number

DL State

Passport Number

Green Card Number

Sex Offender


Reg Number

- This is a “Look Up” application for anyone enrolled in the system (throughout the entire country)
- Once you hit “Search” the response is literally **less than (1-2) seconds!**
- Searching on “Data” (any field above) hit the “Search” button (**Red arrow** above)
- The system will search through the PSS Database relative to the data and match that data to what’s unique about this inmates’ eyes.
- The response back will return ‘every time’ **this inmate** has been **enrolled in the PSS Database regardless of ... Name, DOB, etc. ...** It’s the unique characteristics of the irides that ties together all the data.
- The human iris is composed of small crypts, pits, striations, fibers, furrows, pigmentation, and other structures which create its unsurpassed uniqueness. The iris appearance is so complex and unique that not even your own right and left irises are the same. Even identical twins have different iris patterns. Once an iris pattern is converted to mathematical code using BI2’s own algorithm, each iris is then searched against all of the iris stored in the PSS database to look for an identity match. The likelihood of any (2) people having the same pattern is a staggering 1 in 10 to the 78th power. (The length of the Universe as we know it is only 10 to the power of 26).
- BI2 Technologies is the only company in North America to offer this innovative biometric technology and database to the country’s Sheriff’s (jails) and DOC’s (prison systems).


Response on the laptop version from the query above

MORIS


Back to Search



KALONI, BRIAN
Date of Birth 10/28/1992
Enrolled 02/18/2022 ID 1023839
Booking # 001019063




Bynum, Tyreke
Date of Birth 06/20/1994
Enrolled 08/06/2021 ID 1023839
Booking # 2103012



THOMAS, JORDN JEFFREY
Date of Birth 06/12/1994
Enrolled 10/24/2020 ID 1023839
Booking # 2000008943

PHOTO



ENROLLEE DATA

Last: THOMAS

First: JORDN

Middle: JEFFREY

Suffix:

DOB: 06/12/1994

Address 1: 3527 NOSTRAND AVE

Address 2:

City: BROOKLYN

State: NY

AGREEMENT

This Agreement, made this ____ day of ____, 2022 by and between the Illinois Sheriffs' Association, with offices located at, 401 E Washington, Springfield, IL 62701 hereinafter referred to as ISA, and the **County Sheriff's Office**

WHEREAS, ISA has been awarded a grant/contract from the Center Disease Control Prevention and the Illinois Department of Public Health, hereinafter referred to as the "Project Sponsor", hereinafter referred to as "Sponsor Reference"; and,

WHEREAS, part of the overall project involves the following:

Detection & Mitigation of COVID-19 in Confinement Facilities

WHEREAS, the **County Sheriff's Office** has represented to ISA that it will actively participate and implement the purchased qualified and approved materials and or services for the Detection and Mitigation of COVID-19 in their jail.

Contract Start Date:

Contract End Date: (4 years after initiation)

ISA Program Contacts: Joyce Klein, Teri Schroeder and Jim Kaitschuk

Now therefore, in consideration of the promises and mutual covenants herein, the parties hereto agree as follows:

Program Requirements/Parameters

a) The ISA will coordinate and manage the acquisition, implementation, and operation of an integrated, comprehensive program with the **County Sheriff's Office** a technology solution which will to help Sheriffs effectively and efficiently detect and mitigate COVID-19 and its variants (and other communicable diseases now and in the future), in their jail. This system will improve the safety and health of staff, individuals in custody, visitors, and the public.

b) The **County Sheriff's Office** agrees that the system will be integrated with the jail's existing Jail Management System (JMS) and medical/healthcare system (electronic or paper-based) to virtually eliminate duplicate data entry and introduction of errors. The **Sheriffs' Office** will use the national, real-time I.R.I.S.™ biometric identification system at Intake/Booking to quickly capture a digital photograph of the unique features in the individual's irises. This biometric data is used to search and determine the identity and prior criminal activity of the individual in custody by comparing it, in seconds, to the Sheriffs' national I.R.I.S.™ database securely maintained at Nlets. If no match is found, a new record is created, and the individual is enrolled in the Sheriffs' I.R.I.S.™ system.

The individual's I.R.I.S.™ record is then integrated with limited and select data (100% HIPAA compliant) from the individual's medical/healthcare record. Data from the jail's JMS and medical/healthcare systems is combined with the iris biometric identification information to create the IRIS Med-Verify Plus™ record.

The encrypted data in the IRIS Med-Verify Plus™ record is used to efficiently capture, store, track, monitor, manage, and securely share critically needed healthcare and criminal justice information about an individual while in custody, when moved to another facility, or when released back into the community.

Unique and powerful alerts, and geo-based mapping technologies, are integrated with IRIS Med-Verify Plus™ which automatically and securely inform and provide real-time updates to the **Sheriff's Office**, state (IDPH) and local public health officials.

1-The biometric camera and the mount will be located within 25' (feet) from the "Intake" station computer and the "Release" stations computer.

- a. That is the maximum length of the cable that runs from the camera and the computer
- b. The mount needs to be installed (with 4 screws) on a countertop within that 10' from that computer.
- c. The computer shall have a "USB" port open to plug in the camera.

2-The **County Sheriff's Office** shall covid test new arrestees OR arrestees who remain in custody after first court appearance by a) a contracted vendor provided through the ISA to perform and process test, b) their own staff who will be supplied tests from ISA and have those test processed through ISA contracted vendor, or c) their own staff with use of an ISA supplied testing equipment and supplies. Rapid tests administered by jail staff are accepted.

3-The **County Sheriff's Office** shall report to IDPH, county and each individual their covid test results.

4-Provide monthly reports to ISA and additional as requested on testing and status of IRIS program. Reports will include but may not be limited to: total bookings, total inmates entered into IRIS and total inmates covid tested.

| | | | |
|-------|-------|---------|-------|
| _____ | _____ | _____ | _____ |
| ISA | Date | Sheriff | Date |

| | |
|------------|------------|
| Name _____ | Name _____ |
|------------|------------|

| | |
|------------|------------|
| Title_____ | Title_____ |
|------------|------------|



Resolution Executive Summary

Prepared By: Dominick Barcellona
Committee: Public Safety & Judiciary Committee
Committee Date: 01/18/2023
Resolution Title: RESOLUTION AUTHORIZING SERVICE AGREEMENT FOR POLICE SERVICES WITH 815 ENTERTAINMENT LLC, DBA HARD ROCK CASINO ROCKFORD
County Code: Winnebago County Purchasing Ordinance
Board Meeting Date: 01/26/2023
Budget Information:

| | |
|---|-----------------------------|
| Was item budgeted? No | Amount: \$289,802.28 |
| If not, explain funding source: 815 Entertainment LLC, dba Hard Rock Casino Rockford | |
| ORG/OBJ/Project Code | Budget Impact: N/A |

Background Information: The Winnebago County Sheriff's Department proposes to accept a police-servicing contract with 815 Entertainment LLC, dba Hard Rock Casino Rockford for one year. This agreement provides funding for 4,380 hours of police coverage per year (12 hours per day for 365 days per year).

Recommendation: Deputy Chief, Dominick Barcellona recommends the following 1-year Policing Agreement:

The Winnebago County Sheriff's Department will provide police services as agreed to 815 Entertainment LLC, dba Hard Rock Casino Rockford for the amount of \$289,802.28 for one year beginning January 1, 2023.

Contract/Agreement: Winnebago County will enter into this Agreement with 815 Entertainment LLC, dba Hard Rock Casino Rockford for police services until December 31, 2023.

Legal Review: The Winnebago County State's Attorney's Office has reviewed this agreement.

Follow-Up: The Winnebago County Sheriff's Department will proceed with agreement(s) executions.

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

Sponsored by: Brad Lindmark, Committee Chairman

Submitted by: Public Safety and Judiciary Committee

**Resolution Authorizing Service Agreement for Police Services with 815
Entertainment LLC, DBA Hard Rock Casino Rockford**

WHEREAS, the Winnebago County Sheriff's Department proposes to accept police services for the Hard Rock Casino Rockford for one year with coverage of 12 hours per day with a total of 4,380 hours for 365 days; and

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the agreement regarding details of police services for the Hard Rock Casino and recommends accepting an agreement from:

**815 Entertainment LLC,
DBA Hard Rock Casino Rockford
610 North Bell School Road
Rockford, Illinois 61114**

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is authorized to execute, on behalf of the County of Winnebago, an agreement, similar in language to Resolution Exhibit A, with 815 ENTERTAINMENT LLC, DBA HARD ROCK CASINO ROCKFORD, 610 NORTH BELL SCHOOL ROAD, ROCKFORD, ILLINOIS 61114.

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 Deputy Chief-Uniform Services Bureau, Chief Information Officer, Director of Purchasing, Finance Director, County Board Office, and County Auditor.

**Respectfully submitted,
PUBLIC SAFETY AND JUDICIARY
COMMITTEE**

AGREE

DISAGREE

BRAD LINDMARK, CHAIR

BRAD LINDMARK, CHAIR

AARON BOOKER

AARON BOOKER

JEAN CROSBY

JEAN CROSBY

ANGIE GORAL

ANGIE GORAL

KEVIN MCCARTHY

KEVIN MCCARTHY

TIM NABORS

TIM NABORS

CHRIS SCROL

CHRIS SCROL

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
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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

AGREEMENT FOR POLICE SERVICES

This Agreement for Police Services ("Agreement") entered into by and among the 815 Entertainment LLC, dba Hard Rock Casino Rockford ("Hard Rock"), the County of Winnebago, Illinois ("County") and the Winnebago County Sheriff's Office ("Sheriff") for the purchase and provision of law enforcement services to Hard Rock, located at 610 N. Bell School Rd, Rockford, Illinois. Hard Rock, the County and the Sheriff are collectively referred to as the "Parties" or individually as a "Party."

The Parties hereby agree as follows:

Section I. TERM

- A. This Agreement shall commence on January 1, 2023 and terminate automatically on December 31st, 2023, unless it is renewed in writing by the parties on or before the termination date of December 31, 2023.
- B. This Agreement may be amended by agreement or terminated, by the parties upon a 30-day written notice executed by any one of the parties.

Section II. STAFFING BY SHERIFF'S DEPUTIES

- A. The Sheriff, pursuant to this Agreement, shall assign fully equipped uniformed Deputies totaling 4,380 hours per year to provide the law enforcement services and schedule listed herein.
- B. One (1) Deputy will be assigned exclusively to Hard Rock located at 610 N. Bell School Rd., Rockford, Illinois twelve (12) hours per day; three hundred sixty-five (365) days per year. The hours will be determined by Hard Rock Management
- C. Hard Rock reserves the right to request additional personnel. Additional personnel may require an additional fee as negotiated by the parties at the time of the request.
- D. Deputies assigned to work at the Hard Rock property shall report to and work under the direct supervision of the Winnebago County Sheriff's Office Command Staff.
- E. Deputies that are assigned will assist Hard Rock security staff and management staff with any requests for police services, patrol the exterior and interior of the building, provide assistance to customers and staff as requested, and be present for the money pick up from the casino. The primary goal is to provide extra visual deterrence and protection to patrons and staff.

Section III. COORDINATION

The Deputy Chief assigned by the Sheriff shall serve as liaison to the Hard Rock Police Program. The liaison shall be available to the Hard Rock representatives to assist in the implementation of this Agreement.

Section IV. UNIFORMS

Designated Sheriff's Deputies shall be fully equipped by the Sheriff and shall wear the authorized uniform of the Sheriff's Office. Additional or alternative clothing for special assignments shall be approved by the Deputy Chief serving as liaison.

Section V. INDEMNIFICATION

Hard Rock shall indemnify, defend and hold harmless the Sheriff, the County and the Sheriff and County's officers, agents, elected and appointed officials, and employees, from and against any and all claims, loss, damage, injury and liability, including reasonable attorney's fees, as a result of the negligent or willful or wanton acts of Hard Rock, and/or Hard Rock's officers, agents and employees in connection with or as a result of this Agreement.

Section VI. REIMBURSEMENT PROCEDURES

A. Hard Rock shall compensate the County for police services as follows:

1. Hard Rock agrees to reimburse the Sheriff for the actual personnel costs (salary and fringe benefits) for the deputies providing police services to Hard Rock under this Agreement. The Sheriff shall remain the sole and exclusive employer of the deputies and any other personnel assigned to perform any duties under this Agreement, and shall be responsible for securing Worker's Compensation coverage for all such employees. Under no circumstances shall any of the deputies or other employees assigned by the Sheriff to perform tasks and duties under this Agreement be considered employees of Hard Rock.

a) **ESTIMATED ANNUAL TOTAL:** 12-month Senior Deputy pay working 4,380 hours for a total of **\$289,802.28**.

b) Payments shall be made monthly based on a flat rate equal to one month (i.e. 1/12th) of the estimated annual amount. (\$24,150.19 per month)

B. This Agreement shall automatically be modified to accurately reflect any increases or decreases as adjustments to salaries and fringe benefits of officers, conforming to any changes in the Fraternal Order of Police Lodge #50 contract between the officers and Winnebago County. The Sheriff shall notify Hard Rock of any change of compensation

or any change of the Fraternal Order of Police Lodge #50 contract, in writing at least thirty (30) days prior to such change becoming effective.

SECTION VII. NOTICE

All notices, approvals, demands, requests or other documents required or permitted under this Agreement, other than routine communications necessary for the day-to-day operation of these services, shall be deemed properly given if hand delivered or sent by nationally recognized overnight carrier or mailed by certified mail, postage prepaid, return receipt requested, to the following addresses:

If to the County:

County of Winnebago, Illinois
Attn: Chairman Joseph Chiarelli
404 Elm Street, Room 533
Rockford, Illinois 61101

If to Hard Rock:

815 Entertainment LLC,
dba Hard Rock Casino Rockford
610 N. Bell School Rd.
Rockford, IL 61114

With a copy to:

Winnebago County Sheriff's Office
Attn: Sheriff Gary Caruana
650 W. State Street
Rockford, Illinois 61102

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 this Section shall be effective upon receipt or refusal of delivery.

Section VIII. MISCELLANEOUS

- A. The County agrees to keep in force during the term of the Agreement, Sheriff's obligations under the terms of this Agreement and Worker's Compensation and related insurance coverage at amounts required by statute. The County's failure to maintain the above insurance shall constitute default, and Hard Rock may cancel this Agreement.
- B. Notwithstanding anything herein to the contrary, the Sheriff shall retain control over all matters in the performance of the police protection and law enforcement services provided herein, including, but not limited to, the personnel assigned, the methods of rendering such services, the level of standards of performance, the training, equipment, and discipline of any personnel, and the general control of all assigned personnel, equipment, communication facilities, and all supplies relevant herein. At no time shall any officer, official, or employee of Hard Rock undertake to direct any of the assigned personnel as to the performance of police protection and law enforcement services.

- C. Notwithstanding the foregoing, Hard Rock shall have the right to request additional services, such as traffic control, special events, and incident investigation. Any request for additional services may require an additional fee as negotiated by the parties at the time of the request. Hard Rock shall not control the method of performance of such services, but may request the time and place of performance, and the number of officers to be involved, except where the same may conflict with minimum staffing rules or policies of the Sheriff.
- D. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this agreement, or to acknowledge, establish or impose any legal duty to any third party.
- E. This Agreement constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof. This Agreement shall be binding upon the parties and inure to the benefit of and be enforceable by and against their respective successors, personal representatives, heirs, legatees, and assigns.
- F. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois.
- G. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

THIS AGREEMENT shall be effective upon the signing of the last party and approval by the County Board of Winnebago County, Illinois, the Sheriff of Winnebago County, Illinois, and Hard Rock.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the ____ day of _____, 2023.

815 Entertainment, LLC
dba, Hard Rock Casino Rockford

By: _____
General Manager

Attest: _____

County of Winnebago

By: _____
Joseph V. Chiarelli
Chairman of the Winnebago
County Board

By: _____
Gary Caruana
Winnebago County Sheriff

Attest: _____
Lori Gummow
Clerk of the County Board
of the County of Winnebago, Illinois