

PUBLIC SAFETY COMMITTEE AGENDA

Called by: Aaron Booker, Chairman
Members: Fred Wescott, John
Butitta, Paul Arena, Angie Goral,
Dan Fellars, Dorothy Redd

DATE: THURSDAY, FEBRUARY 6, 2020
TIME: 5:00 PM (PLEASE NOTE TIME)
LOCATION: ROOM 303
COUNTY ADMINISTRATION BLDG
404 ELM STREET
ROCKFORD, IL 61101

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of November 20, 2019 Minutes
- D. Public Comment – This is the time we invite the public to address the Public Safety 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 Authorizing the Chairman of the County Board to Execute an Agreement with Rosecrance for the Jail Alternative Treatment Program
- F. Other Matters
- G. Adjournment

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

Wednesday, November 20, 2019
5:30 PM

Present:

Aaron Booker, **Chairman**
Angie Goral
Dan Fellars
Dorothy Redd
John Butitta
Paul Arena

Others Present:

Tiana McCall, Chief Strategic Initiatives Officer
John Giliberti, State's Attorney's Office
Tom Jakeway, Trial Court Administrator
Deb Jarvis, Court Services
Tommy Meeks

Absent:

Fred Wescott

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of April 18, 2019 Minutes
- D. Public Comment
- E. Resolution Authorizing the Chairman of the County Board to Execute an Independent Contractor Agreement for Services as Winnebago County Community Liaison Between Winnebago County and Tommy Meeks
- F. Resolution Authorizing the Chairman of the County Board to Execute a Memorandum of Agreement Between Winnebago County, the 17th Judicial Circuit Court, and Remedies Renewing Lives, Inc.
- G. Ordinance Prohibiting the Establishment of Cannabis Businesses Within Unincorporated Winnebago County
- H. Other Matters
- I. Adjournment

Chairman Booker called the meeting to order at 5:31 PM.

Motion to approve the Minutes of April 18, 2019

Moved: Mr. Fellars, Seconded: Ms. Goral.

Motion passed by unanimous voice vote.

Public Comment

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

Resolution Authorizing the Chairman of the County Board to Execute an Independent Contractor Agreement for Services as Winnebago County Community Liaison Between Winnebago County and Tommy Meeks

Motion by Mr. Fellars and Seconded by Ms. Redd and Mr. Butitta.

- A discussion followed.

Motion passed by unanimous voice vote.

Resolution Authorizing the Chairman of the County Board to Execute a Memorandum of Agreement Between Winnebago County, the 17th Judicial Circuit Court, and Remedies Renewing Lives, Inc.

Motion by Mr. Butitta and Seconded by Ms. Goral.

- A discussion followed.

Motion passed by unanimous voice vote with the exception of one abstention.

Ordinance Prohibiting the Establishment of Cannabis Businesses Within Unincorporated Winnebago County

Motion by Mr. Butitta and Seconded by Mr. Fellars.

- A discussion followed.

Mr. Fellars made a Motion to amend item G to only include 3, 4, and 7 from Section 91-3.

Seconded by Mr. Arena.

Mr. Fellars withdrew item 4. Amendment is to ban items 3 and 7 from Section 91-3 but still allow 1, 2, 4, 5, and 6.

Motion passed by unanimous voice vote with the exception of one vote of amending Mr. Fellars amendment.

Mr. Fellars made a Motion to send the Amended Resolution back to the State's Attorney's Office for additional markup.

Seconded by Ms. Goral

Motion passed by unanimous voice vote.

Other Matters

- Ms. Redd spoke about her concern of not getting Committee meeting minutes in a timely manner.

Ms. Redd made a Motion to get the help that is needed so that minutes can be received in a timely matter before the next Committee meeting.

Seconded by Mr. Arena.

Ms. Redd withdrew her Motion.

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

Motion passed by unanimous voice vote.

Respectfully submitted,

Amy Ferling
Administrative Assistant

SPONSORED BY: AARON BOOKER

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

SUBMITTED BY: PUBLIC SAFETY COMMITTEE

2020CR_____

RESOLUTION AUTHORIZING THE CHAIRMAN OF THE
COUNTY BOARD TO EXECUTE AN AGREEMENT WITH
ROSECRANCE, INC. FOR THE JAIL ALTERNATIVE
TREATMENT PROGRAM

WHEREAS, the County of Winnebago recognizes the need for substance use disorder assessment and treatment services in the Winnebago County Jail; and

WHEREAS, Rosecrance, Inc. provides such services and has provided those services to men and women in the Jail for a number of years; and

WHEREAS, the County desires to have Rosecrance continue to provide substance use disorder assessment and treatment services in the Jail for fiscal year 2020, pursuant to the terms of the Agreement attached hereto as Exhibit 1; and

WHEREAS, the Public Safety Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposed terms of the Agreement with Rosecrance, attached hereto as Exhibit 1, and recommends contracting with Rosecrance under the terms set forth in the Agreement.

NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the Agreement with Rosecrance, Inc., in substantially the same form as contained in Exhibit 1.

BE IT FURTHER RESOLVED that the Clerk of the County Board is hereby directed to prepare and deliver copies of this resolution to the Winnebago County Auditor, Winnebago County Administrator, and Winnebago County Jail Superintendent.

Respectfully submitted,

**PUBLIC SAFETY
COMMITTEE**

AGREE

DISAGREE

AARON BOOKER, CHAIRMAN

AARON BOOKER, CHAIRMAN

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTTITA

DAN FELLARS

DAN FELLARS

ANGIE GORAL

ANGIE GORAL

DOROTHY REDD

DOROTHY REDD

FRED WESCOTT

FRED WESCOTT

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois, this ____ day of _____, 2020.

Frank Haney
Chairman of the County Board
of the County of Winnebago, Illinois

Attested by:

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

**AGREEMENT
BETWEEN THE COUNTY OF WINNEBAGO AND ROSECRANCE, INC.**

Jail Alternatives Treatment Program

This Agreement ("Agreement") is effective as of October 1, 2019, by and between ROSECRANCE, INC., an Illinois-not-for profit corporation ("Rosecrance"), and the COUNTY OF WINNEBAGO ("County"). Rosecrance and County may be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the County recognizes the need for professional assistance in providing quality, licensed substance use disorder assessments and treatment services in the Winnebago County Jail for men and women who are in need of such services; and

WHEREAS, Rosecrance is a professional, licensed organization that provides substance use disorder assessments and treatment services to such persons; and

WHEREAS, the Parties have agreed that the services provided to the County pursuant to this Agreement will be beneficial to the parties, the community, and the men and women in need of such services.

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein, the Parties agree as follows:

Article I. GENERAL TERMS

Section 1.01 Term of Agreement

The Agreement shall commence and be binding on the Parties hereto for the period of October 1, 2019 through September 30, 2020.

Section 1.02 Termination

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

Section 1.03 Confidentiality

Each Party agrees to comply with all State and Federal laws, rules, and regulations, including but not limited to the Illinois Mental Health and Developmental Disabilities Confidentiality Act, 42 CFR Part 2, and the Health Insurance Portability and Accountability Act (HIPAA), concerning the confidentiality of client information.

Section 1.04 Access to Records

Rosecrance agrees to allow the employees of the County access to the records of any client assessed for participation in the Jail Alternatives Treatment Program upon receipt of an appropriate consent and release of information that complies with 42 CFR Part 2, the Illinois Mental Health and Developmental Disabilities Confidentiality Act, HIPAA, and any other applicable state and federal confidentiality laws.

Section 1.05 Warrant of Authority

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

Section 1.06 Indemnity

Rosecrance agrees to indemnify the County and its officers, directors, and employees from and against any and all claims, costs, and liabilities (including the fees and expenses of counsel) as a result of a breach of this Agreement by Rosecrance or the negligent or willful misconduct of Rosecrance or Rosecrance's employees, agents, and representatives. In no manner shall employees of Rosecrance be construed to be employees of the County. This section shall survive the termination or expiration of this Agreement for any reason.

Section 1.07 Cooperation

Each Party to this Agreement has the duty to consult and cooperate with the other in the performance, development, and implementation of the Jail Alternatives Treatment Program. Rosecrance agrees to name a person to represent it in discussions and development of the program and to whom the County can forward suggestions and recommendations concerning the program as well as any notices under this Agreement.

Article II. SCOPE OF SERVICES

Subject to the agreed upon funding levels set forth in the attached budget, Rosecrance agrees to provide the following services. The Parties' agree and understand that all services provided by Rosecrance under this Agreement shall be in compliance with all federal and state standards applicable to substance use disorder treatment.

Section 2.01 Assessments

Rosecrance agrees to provide assessments in the Winnebago County Jail for men and women who are referred by the County or the Court to the Jail Alternatives Treatment Program. Rosecrance will be available to provide up to 20 hours of assessment services per week in the jail for those people referred for an assessment by County staff. If the Rosecrance employee assigned to provide assessments in the Jail is absent from work for more than three business days, Rosecrance will assign another employee to provide assessments in the Jail.

Every person who is referred for an assessment by the County or the Court will receive a clinical assessment to evaluate the individual's treatment and case management needs and to determine their eligibility for further treatment services. Rosecrance will provide written assessment reports to County employees upon request in compliance with Sections 1.03 and 1.04. The written assessment will contain diagnostic impression, the recommended level of substance use disorder treatment, and identification of any medical and psychological concerns.

Section 2.02 Substance Use Disorder Treatment Services

Rosecrance will provide Level 1 outpatient substance use disorder treatment to appropriate clients consisting of two groups: one group for men and one group for women. Each group will meet 3 times per week for a total of 7.5 hours per week. Treatment services will be provided in the Winnebago County Jail according to a schedule mutually agreeable to the parties and will follow the American Society of Addiction Medicine (ASAM) patient placement and continued stay criteria. Clients will be given direct access to further outpatient treatment services at Rosecrance upon release. Rosecrance will utilize ASAM criteria and its professional judgment to determine the appropriate services and treatment plan for each individual program participant in consultation with the County and its representatives.

Section 2.03 Program Oversight

Rosecrance will provide program oversight by a Program Director to oversee services and employees and to provide monthly supervision, weekly case staffing, treatment plan review, scheduling and assessment management, and utilization reporting.

Program review meetings involving the Program Director and staff from the Winnebago County Jail are anticipated to occur on a monthly basis during the term of this Agreement. The purpose of these meetings is to assess all services provided and seek out new programmatic ways to improve upon the efficient delivery of services. The Program Director will participate in these program review meetings, create a meeting schedule, and facilitate these meetings. Other agencies may be asked to participate in these program review meetings.

Section 2.04 Modification Upon Agreement

Services, personnel, treatment hours, and locations are subject to change as agreed upon between the County and Rosecrance.

Article III. PAYMENT FOR SERVICES PROVIDED

Section 3.01 Budget Incorporation

A budget agreed to by Rosecrance and the County detailing the fee schedule and anticipated funding amounts is hereby incorporated into this Agreement and attached hereto as Exhibit A. Rosecrance agrees that the total reimbursement for all services performed pursuant to this Agreement will not exceed the total amount reflected on the annual budget submitted and approved by the County. Rosecrance will invoice for actual costs not to exceed the annual budgeted amount. All rates set forth in Article III are subject to renegotiation between the Parties at any

point during the Term of this Agreement, but no change in rates will take effect during the Term of this Agreement unless a written amendment to this Agreement reflecting this change is approved by the Parties.

Section 3.02 Compensation for Assessment Services

Corresponding with those services set forth in Section 2.01, County agrees to pay 50% of the salary for a licensed clinical assessor employed by Rosecrance as shown on the budget incorporated as Exhibit A. The County also agrees to pay fringe benefits at the percentage and rate as shown on the budget incorporated as Exhibit A. This amount is intended to pay for non-billable services provided by the assessor.

Section 3.03 Compensation for Substance Use Disorder Treatment Services

Corresponding with those services set forth in Section 2.02, County will pay Rosecrance for the Level 1 outpatient substance use disorder treatment services according to the fee schedule established by the Illinois Department of Human Services, Division of Substance Use Prevention and Recovery (SUPR) in effect at the time the services are provided. A copy of the current SUPR rates in effect as of the date of this Agreement are attached as Exhibit B. County agrees to pay Rosecrance for each unit of services delivered to clients in the Jail Alternatives Treatment Program.

Section 3.04 Compensation for Program Oversight

Corresponding with those services set forth in Section 2.03, County agrees to pay 10% of the salary for the Program Director employed by Rosecrance as shown on the budget incorporated as Exhibit A. The County also agrees to pay fringe benefits at the percentage and rate shown on the budget incorporated as Exhibit A.

Section 3.05 Indirect Costs

County agrees to pay Rosecrance for indirect costs in addition to payment for all services listed above that will compensate Rosecrance for all other direct and indirect expenses associated with the provision of services under this Agreement. County agrees to pay Rosecrance for its indirect costs at Rosecrance's current federally approved indirect cost rate, calculated as a percentage of the actual monthly subtotal for services rendered during the term of this Agreement. Should Rosecrance's federally approved indirect cost rate change during the Term of this Agreement, the parties will cooperate to seek a budget amendment. Should the budget amendment not be approved, Rosecrance agrees to reimbursement for its indirect costs at the federally approved rate in effect on the first day of the Term of this Agreement.

Section 3.06 Reporting and Invoices

Rosecrance will submit monthly invoices to the County in accordance with Section 3 of this Agreement no later than the 10th day of each month. Invoices shall be submitted in a format requested by the County and include supporting service documentation as requested by the County. Subject to Section 1.03 and 1.04, supporting documentation to be included with invoices includes

timesheets, documentation of personnel costs, itemized lists of completed assessments, and sign-in sheets for group attendance. Invoices shall be payable by County in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505). Any amounts not timely paid will accrue interest as set forth in the Illinois Local Government Prompt Payment Act.

Article IV. MISCELLANEOUS

Section 4.01 No Third-Party Beneficiaries

This Agreement shall not confer any rights or remedies upon any Person or other third party other than the Parties and their respective successors and permitted assigns.

Section 4.02 Non-Solicitation

During the Term of this Agreement and for a period of twelve (12) months thereafter, neither party shall directly solicit for employment any person who performed any work under this Agreement who is then in the employment of the other party. A general notice of a job opening or other similar general publication to fill employment openings, including on the internet, shall not be construed as a solicitation for the purposes of this Section, and the hiring of any such employees who freely responds thereto shall not be a breach of this Section.

Section 4.03 Governing Law; Consent to Jurisdiction

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated in the County of Winnebago, Illinois.

Section 4.04 Counterparts; Signatures

The Parties agree that this Agreement may be executed in multiple originals, each of which shall be considered an original for all purposes and, collectively, shall be considered to constitute this Agreement. The Parties further agree that signatures transmitted by facsimile or in Portable Document Format (pdf) may be considered an original for all purposes, including, without limitation, the execution of this Agreement and enforcement of this Agreement.

Section 4.05 Entire Agreement; Amendment

This Agreement supersedes all previous agreements, oral or written, and constitutes the entire agreement between the Parties respecting the subject matter of this Agreement, and neither Party shall be entitled to benefits other than those specified herein. As between the Parties, oral statements or prior written materials which are not specifically incorporated herein shall not be of any force and effect. The Parties specifically acknowledge that in entering into and executing this Agreement, the Parties rely solely upon the representations and agreements contained in this Agreement and no others. This Agreement may be amended or modified only by an agreement in writing signed by the Parties.

Section 4.06 Modification by Agreement

The Parties agree and understand that this is the complete Agreement between them and there are no prior or additional agreements except as expressly reference herein, and that no changes or modifications hereto will be made except by express written agreement.

Section 4.07 Notices

All notices, requests and communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier or mailed by certified mail, postage prepaid, return receipt requested.

Notices to the County shall be sent to the following address:

Winnebago County
Attn: County Administrator
404 Elm Street
Suite 500
Rockford, IL 61101

Notices to Rosecrance shall be sent to the following address:

Rosecrance, Inc.
Attn: David Gomel, President
1021 North Mulford Road
Rockford, IL 61107

Receipt of any notice shall be deemed effective upon receipt, if delivered personally, or one (1) day after mailing if sent by overnight carrier, or three (3) days after deposit in the U.S. mail, with proper postage and properly addressed.

Section 4.08 Assignment

This Agreement may not be assigned or transferred, without the prior, express, written consent of the Parties.

This Agreement between Rosecrance and the County shall be effective as of the date indicated in the first sentence of this Agreement.

WINNEBAGO COUNTY, ILLINOIS

**ROSECRANCE, INC., an Illinois not for
profit corporation**

By: _____
Name: Frank Haney
Title: Winnebago County Board Chairman

By: _____
Name: David Gomel
Title: President

EXHIBIT A

Winnebago County Jail Alternatives Treatment Program FY20 Grant Budget		
Personnel Services:		
	Program Director (10%)	8,586
	Assessor (50%)	24,920
Benefits:		
	Benefits (30%)	10,052
Fee-for-Service:		
	Non-reimbursable Services:	113,856
Indirect Costs:		
	Federal Indirect Cost Rate (24.7%)	38,881
	Total	196,295

Service	Minimum Unit of Service	Code	Rate
Admission and Discharge Assessment	Quarter Hour	AAS	\$67.24 - Per Hour \$16.81 - Per Quarter Hour
Level 1 (Individual)	Quarter Hour	OP	\$64.00 - Per Hour \$16.00 - Per Quarter Hour
Level 1 (Group)	Quarter Hour	OP	\$24.20 - Per Hour \$ 6.05 - Per Quarter Hour
Level 2 (Individual)	Quarter Hour	OR	\$64.00 - Per Hour \$16.00 - Per Quarter Hour
Level 2 (Group)	Quarter Hour	OR	\$24.20 - Per Hour \$ 6.05 - Per Quarter Hour
Level 3.1	Daily	HH	\$68.84 - Daily
Level 3.2 or 3.7 (Withdrawal Management)	Daily	DX	Daily Provider/Site Specific
Level 3.5	Daily	RR	Daily Provider/Site Specific
Recovery Home - Adult	Daily	RH	\$53.48
Recovery Home - Adolescent	Daily	RH	\$135.81 - Daily
Case Management	Quarter Hour	CM	\$49.56 - Per Hour \$12.39 - Per Quarter Hour
Psychiatric Evaluation	Per Encounter/Per Day		\$83.75 - Per Encounter/Per Day
Medication Assisted Treatment (Methadone for Opioid Use Disorder)	Weekly	OP	\$72.10 - Weekly
Early Intervention (Individual)	Quarter Hour	EI	\$64.00 - Per Hour \$16.00 - Per Quarter Hour
Early Intervention (Group)	Quarter Hour	EI	\$24.20 - Per Hour \$ 6.05 - Per Quarter Hour
Community Intervention	Quarter Hour	CIH	\$48.36 - Per Hour \$12.09 - Per Quarter Hour
Child Domiciliary Support	Daily	CRD	\$51.68 - Daily
Toxicology	Per Test	TOX	\$ 7.68 - Per Test

Reimbursement/Disbursement Specifications

PERSONNEL AND POLICIES COMMITTEE

AGENDA

Called by: Dave Fiduccia, Chairman
Members: Dave Boomer, Jim
Webster, Joe Hoffman, Angie
Goral, Dorothy Redd, Dave
Kelley

DATE: THURSDAY, FEBRUARY 6, 2020
TIME: IMMEDIATELY FOLLOWING THE
COMBINED FINANCE AND
OPERATIONS MEETING

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

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of October 3 and 17, 2019 Minutes
- D. Public Comment – This is the time we invite the public to address the Personnel and Policies 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 Authorizing the Execution of an Agreement with Gallagher Benefit Services, Inc. for Benefits Consulting Services Due to Name Change of Vendor
- F. Resolution Authorizing the Execution of an Business Associate Agreement with Gallagher Benefit Services, Inc. for the Group Health and Welfare Plans Due to Name Change of Vendor
- G. Resolution Authorizing the Chairman of the County Board to Execute an Amendment to an Agreement for Linen and Laundry Services at River Bluff Nursing Home
- H. Other Matters
- I. Adjournment

**Winnebago County Board
Personnel & Policies Committee Meeting**
County Administration Building
404 Elm Street, Room 510
Rockford, IL 61101

Thursday, October 3, 2019
Immediately Following the Finance Committee Meeting at 5:30 PM

Present:

Dave Fiduccia, **Chairman**
Dave Boomer
Jim Webster
Joe Hoffman
Angie Goral

Others Present:

Deb Crozier, Human Resources

Absent:

Dorothy Redd
Dave Kelley

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of April 18 and May 9, 2019 Minutes
- D. Public Comment
- E. Resolution Authorizing the Execution of an Agreement with Amwins Group Benefits for the Administration of a Medicare Supplement Insurance Plan Offered to the Over 65 Retirees
- F. Resolution Authorizing the Execution of an Agreement with Amwins Group Benefits for Pharmaceutical Services for Medicare Supplement Over 65 Retirees
- G. Resolution Authorizing the Execution of a Renewal Agreement with Blue Cross Blue Shield for the Administration of a Self-Insured POS and PPO Insurance Plan
- H. Resolution Authorizing the Execution of a Renewal Agreement with Northern Illinois Health Plan (NIHP) for Third Party Administrator Benefits Administration for a Self-Insured POS and PPO Insurance Plan
- I. Other Matters
- J. Adjournment

Chairman Fiduccia called the meeting to order at 6:32 PM.

Motion to approve the Minutes of April 18 and May 9, 2019

Moved: Mr. Boomer, Seconded: Ms. Goral.

Motion passed by unanimous voice vote.

Public Comment

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

Resolution Authorizing the Execution of an Agreement with Amwins Group Benefits for the Administration of a Medicare Supplement Insurance Plan Offered to the Over 65 Retirees

Motion made by Mr. Hoffman and Seconded by Ms. Goral.

- A discussion followed.

Motion passed by unanimous voice vote.

Resolution Authorizing the Execution of an Agreement with Amwins Group Benefits for Pharmaceutical Services for Medicare Supplement Over 65 Retirees

Motion made by Mr. Hoffman and Seconded by Mr. Boomer.

- A discussion followed.

Motion passed by unanimous voice vote.

Resolution Authorizing the Execution of a Renewal Agreement with Blue Cross Blue Shield for the Administration of a Self-Insured POS and PPO Insurance Plan

Motion made by Mr. Hoffman and Seconded by Ms. Goral.

- A discussion followed.

Motion passed by unanimous voice vote.

Resolution Authorizing the Execution of a Renewal Agreement with Northern Illinois Health Plan (NIHP) for Third Party Administrator Benefits Administration for a Self-Insured POS and PPO Insurance Plan

Motion made by Mr. Hoffman and Seconded by Ms. Goral.

- A discussion followed.

Motion passed by unanimous voice vote.

Other Matters

None

Motion to adjourn. Moved: Mr. Hoffman, Seconded: Mr. Webster and Ms. Goral.

Motion passed by unanimous voice vote

Respectfully submitted,

Amy Ferling
Administrative Assistant

**Winnebago County Board
Personnel & Policies Committee Meeting**
County Administration Building
404 Elm Street, Room 303
Rockford, IL 61101

Thursday, October 17, 2019
Immediately Following the Finance Committee Meeting

Present:

Dave Fiduccia, **Chairman**
Joe Hoffman
Angie Goral
Dorothy Redd

Absent:

Dave Boomer
Jim Webster
Dave Kelley

Others Present:

Steve Chapman, Interim County Administrator
Paul Carpenter, State's Attorney's Office
Marilyn Hite Ross, State's Attorney
Ann Johns, Purchasing Director
Shawn Franks, Facilities Management
Paul Arena, County Board Member
Jaime Salgado, County Board Member

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Public Comment
- D. Resolution Fixing County Holiday Schedule for 2020
- E. Resolution Authorizing Execution of an Intergovernmental Agreement with the City of Rockford for Animal Services
- F. Resolution to Adopt the Annual 1,000 Hour Standard for IMRF Participation
- G. Resolution to Approve Truck Purchase for River Bluff Nursing Home
- H. Other Matters
- I. Adjournment

Chairman Fiduccia called the meeting to order at 8:00 PM.

Public Comment

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

Resolution Fixing County Holiday Schedule for 2020

Motion made by Ms. Goral and Seconded by Ms. Redd.
Motion passed by unanimous voice vote.

Resolution Authorizing Execution of an Intergovernmental Agreement with the City of Rockford for Animal Services

Motion made by Mr. Hoffman and Seconded by Ms. Goral.

- A discussion followed.

Motion passed by unanimous voice vote.

Resolution to Adopt the Annual 1,000 Hour Standard for IMRF Participation

Motion made by Ms. Goral and Seconded by Ms. Redd.

- A discussion followed.

Motion passed by unanimous voice vote.

Resolution to Approve Truck Purchase for River Bluff Nursing Home

Motion made by Ms. Goral and Seconded by Mr. Hoffman.

- A discussion followed.

Motion passed by unanimous voice vote.

Other Matters

None

Motion to adjourn. Moved: Mr. Hoffman, Seconded: Ms. Redd.

Motion passed by unanimous voice vote

Respectfully submitted,

Amy Ferling
Administrative Assistant

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

Sponsored by: David Fiduccia
Submitted by: Personnel and Policies Committee

2020 CR

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH GALLAGHER BENEFIT SERVICES, INC. FOR BENEFITS CONSULTING SERVICES DUE TO NAME CHANGE OF VENDOR.

WHEREAS, the County of Winnebago currently has a consulting agreement with Williams Manny for Benefits Consulting Services; and

WHEREAS, due to a merger between Williams Manny and Gallagher Benefits Services, a new Consulting Agreement will need to be executed; and

WHEREAS, the Personnel and Policies Committee of the County Board for the County of Winnebago, Illinois, has reviewed the Consulting Agreement attached to this Resolution as Exhibit A.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is authorized and directed to, on behalf of the County of Winnebago, execute the Agreement with Gallagher Benefits Services, Inc., 555 South Perryville Road, Rockford, IL 61108.

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

BE IT FURTHER RESOLVED that the County Board is hereby authorized to execute the Consulting Agreement and deliver certified copies of this Resolution to the Winnebago County Auditor, Treasurer and County Administrator.

Respectfully Submitted,
PERSONNEL AND POLICIES COMMITTEE

AGREE

DISAGREE

DAVID FIDUCCIA, CHAIRMAN

DAVID FIDUCCIA, CHAIRMAN

DAVID BOOMER

DAVID BOOMER

ANGIE GORAL

ANGIE GORAL

JOE HOFFMAN

JOE HOFFMAN

DAVID KELLEY

DAVID KELLEY

DOROTHY REDD

DOROTHY REDD

JIM WEBSTER

JIM WEBSTER

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2020.

FRANK HANEY

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

ATTESTED BY:

LORI GUMMOW

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

CONSULTING AGREEMENT

This Consulting Agreement (this "Agreement") is made by and between Gallagher Benefit Services, Inc., ("Gallagher") and Winnebago County (the "Client").

The Client wishes to enter into a consulting relationship with Gallagher on the terms and conditions set forth in this Agreement, and Gallagher is willing to accept such a consulting relationship. In consideration of and in reliance upon the terms and conditions contained in this Agreement, the Client and Gallagher agree as follows:

1. Engagement of Services

The Client engages Gallagher as a professional consultant to provide the consulting and/or brokerage services as more fully described in Exhibit A attached to this Agreement and incorporated herein. During the time that Gallagher is performing services for the Client under this Agreement, and for all purposes outlined in this document, Gallagher's status will be that of an independent contractor of the Client.

2. Term and Termination

The Effective Date of this Agreement is July 1, 2019. The term of Gallagher's engagement under this Agreement (the "Consulting Period") will begin as of the Effective Date and will remain in effect for one (1) year from the Effective Date. **The Consulting Period will be automatically extended for an additional year on each anniversary of the Effective Date.** Either party may terminate this Agreement by giving the other party at least thirty (30) days written notice of its intent to terminate. In the event such termination is effective during the Consulting Period (including any renewed Consulting Period), Client shall be responsible for compensating Gallagher for any services performed prior to the date of termination and Gallagher shall be responsible to Client to continue to provide services until the date of termination of this Agreement.

3. Compensation

As compensation for its services under this Agreement, Gallagher will receive carrier commissions and/or direct fee owed by the Client, as set forth in the Compensation Disclosure Statement attached hereto as Exhibit B. Additional information regarding Gallagher compensation can also be found in Exhibit B. Gallagher shall disclose the amount of commissions payable to it by each insurance company at the time it presents rates to Client. The Client is responsible for payment of Gallagher's fees (if applicable) within thirty (30) days of invoice receipt. If any amount is not paid in full when due without a good faith basis to withhold, that nonpayment will constitute a material breach of this Agreement that will allow Gallagher to immediately terminate this Agreement.

4. Performance and Scope

(a) Representations and Warranties. Each party represents, warrants and covenants to the other that: (i) it has full power and authority to make, execute, deliver and perform its obligations under this Agreement; (ii) the performance of its obligations pursuant to this Agreement shall be in accordance with all applicable laws; (iii) this Agreement has been duly executed and delivered by an authorized representative of such party and constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (iv) there are no other agreements presently in force which would encumber or prevent either party's compliance with any terms of this Agreement.

(b) Standard of Care. Gallagher will perform its duties, responsibilities and obligations with the care, skill, prudence and diligence that a prudent employee benefits consultant or insurance broker acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims under the circumstances then prevailing. As appropriate, Gallagher will coordinate fiduciary review services and other related duties with the plan's claims administrator and/or insurance carrier(s). However, Gallagher generally does not accept any fiduciary duties or obligations with respect to a plan given that these are typically performed by the plan's claims administrator or insurance carriers.

(c) Reliance. In the performance of its duties, Gallagher may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to Gallagher by the Client or its designated representatives and reasonably believed by Gallagher to be genuine and authorized by the Client.

(d) No Practice of Law. Gallagher will not be obligated to perform, and the Client will not request performance of, any services which may constitute the unauthorized practice of law. The Client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of Gallagher under the scope and terms herein, conform in all respects with applicable State and Federal laws and regulations (including ERISA, the Internal Revenue Code, State and securities laws and implementing regulations) and, to the extent that the Client has foreign operations, any applicable foreign laws and regulations.

(e) Subcontractors. Gallagher may cause another person or entity, as a subcontractor of Gallagher, to provide some of the services required to be performed by Gallagher hereunder; provided that Gallagher shall remain responsible for all acts and omissions of any such subcontractors (each of which shall be bound by Gallagher's obligations under this Agreement). Gallagher shall seek prior written approval from Client for any subcontractors providing substantive consulting, professional or managerial services. Prior written approval shall not be required for clerical, office, secretarial, IT back-up, administrative or similar support services.

(f) Conflict of Interest. Gallagher's engagement under this Agreement will not prevent it from taking similar engagements with other clients who may be competitors of the Client. Gallagher will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict with Client's best interest.

(g) Acknowledgements. In connection with Gallagher's services under this Agreement, Client agrees that:

(i) Although Gallagher will apply its professional judgment to access those insurance companies it believes are best suited to insure the Client's risks, there can be no assurance that the insurance companies Gallagher has accessed are the only or are the best suited ones to insure the Client's risks. The final decision to choose any insurance company has been made by the Client in its sole and absolute discretion. The Client understands and agrees that Gallagher does not take risk, and that Gallagher does not guarantee the financial solvency or security of any insurance company.

(ii) Any compensation of the types described above and disclosed to it does not constitute a conflict of interest and the Client expressly waives any claims alleging any such conflict of interest.

(iii) The compensation payable to Gallagher is solely for the services set forth under this Agreement, as detailed in Exhibit A. Any additional administrative, claims representative or other services (collectively, "Additional Services") will be governed by the terms of a separate agreement covering the Additional Services.

5. ***Confidentiality***

(a) **Client Information.** Gallagher recognizes that certain confidential information may be furnished by the Client to Gallagher in connection with its services pursuant to this Agreement (“Confidential Information”). Gallagher agrees that it will disclose Confidential Information only to those who, in Gallagher’s reasonable determination, have a need to know such information. Confidential Information will not include information that (i) is in the possession of Gallagher prior to its receipt of such information from the Client, (ii) is or becomes publicly available other than as a result of a breach of this Agreement by Gallagher, or (iii) is or can be independently acquired or developed by Gallagher without violating any of its obligations under this Agreement. However, disclosure by Gallagher of any Confidential Information pursuant to the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee will not constitute a violation of this Agreement. Unless prohibited by law, Gallagher shall provide Client with any such subpoena or order and an opportunity to object prior to disclosure. Furthermore, Gallagher will limit disclosure to that information required to be disclosed under the terms of the subpoena or order and will reasonably cooperate with Client (at Client’s expense) to limit such disclosure.

(b) **HIPAA Privacy.** Gallagher and the Client will each comply with any prohibitions, restrictions, limitations, conditions, or other requirements to the extent they apply to them directly or indirectly pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulation concerning privacy of individually identifiable health information as set forth in 45 CFR Parts 160-164, as amended from time to time. When required, the Client, as a representative of the health plans and Gallagher will enter into a separate Business Associate Agreement.

(c) **Use of Names; Public Announcements.** No party will use, in any commercial manner, the names, logos, trademarks or other intellectual property of the other party without its prior written consent. Except as may be required by law, no party will issue any press releases or make any public announcements of any kind regarding the relationship between the parties without the other party’s prior consent.

(d) **Aggregated Data.** Gallagher shall own any non-identifying, aggregated and statistical data that might be derived from providing services to Client (the “Aggregated Data”). Nothing herein shall be construed as prohibiting Gallagher from utilizing the Aggregated Data for purposes of operating Gallagher’s business. Gallagher shall not: (i) disclose to any third party any Aggregated Data that reveals Client’s identity or its Confidential Information; or (ii) reveal the identity, whether directly or indirectly, of any individual whose specific data might be used by Gallagher on behalf of Client.

6. ***Indemnification Rights and Limitation of Liability***

(a) **Indemnification.** Each party (“Indemnifying Party”) will promptly defend, indemnify and hold the other party (“Indemnified Party”) harmless from and against any and all claims, suits, actions, liabilities, losses, expenses or damages which the Indemnified Party may incur as a result of any violation by the Indemnifying Party of any law, or any loss or expense to the Indemnified Party caused by the misrepresentation, negligent act or omission, or any breach of any of the Indemnifying Party’s obligations under this Agreement.

(b) **Limitation of Liability.** Notwithstanding any other term or provision of this Agreement, each party shall only be liable for actual damages incurred by the other party, and shall not be liable for any indirect, consequential or punitive damages. Furthermore, unless otherwise noted in Exhibit A, the aggregate liability under this Agreement, if any, of either party to the other for claimed losses or damages shall not exceed \$20,000,000. This provision applies to the fullest extent permitted by applicable law.

7. **Notices**

Any notices, requests or other communications pursuant to this Agreement will be addressed to the party at its address listed below. Such notices will be deemed to have been duly given, (i) if delivered in person or by courier, upon delivery; (ii) if sent by an overnight service with tracking capabilities, upon receipt; (iii) if sent by registered or certified mail, postage prepaid, within five (5) days of deposit in the mail; or (iv) if sent by fax or electronic mail, at such time as the party which sent the notice receives confirmation of receipt by the applicable method of transmittal.

If to the Client: Winnebago County
Attention: Human Resources Department
404 Elm Street
Rockford, IL 61101

If to Gallagher: Gallagher Benefit Services, Inc.
Attention: Todd Soma, Sr. Area Vice President
555 S. Perryville Road
Rockford, IL 61101

Either party may, by written notice to the other, change the address to which notices to such party are to be delivered or mailed.

8. **Miscellaneous**

(a) **Severability.** The various provisions and subprovisions of this Agreement are severable and if any provision or subprovision or part thereof is held to be unenforceable by any court of competent jurisdiction, then such enforceability will not affect the validity or enforceability of the remaining provisions or subprovisions or parts thereof in this Agreement.

(b) **Entire Agreement; Amendment.** This Agreement, including all exhibits hereto, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, between the parties regarding the subject matter hereof. Except for changes in carriers and/or lines of coverage noted in Exhibit B, which may occur upon unilateral approval of the Client, this Agreement may be modified or amended only by a written instrument executed by both parties. This Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

(c) **Waiver.** No covenant, term or condition or the breach thereof will be deemed waived, except by written consent of the party against whom the waiver is claimed. Any waiver by either party hereto of any provision of this Agreement shall not be construed as a waiver of any other provision of this Agreement, nor shall such waiver be construed as a waiver of such provision with respect to any other event or circumstance, whether past, present or future.

(d) **Governing Law; Rule of Construction.** This Agreement will be construed, interpreted and enforced in accordance with the laws of the State of Illinois without giving effect to the choice of law principles thereof or any canon, custom or rule of law requiring construction against the drafter.

(e) **Successors.** This Agreement shall be binding upon and shall inure to the benefit of all assigns, transferees and successors in the interest of the parties hereto.

(f) **Survival of Provisions.** Sections 5 and 6 will survive the termination of this Agreement.

**[The remainder of this page intentionally left blank.
The parties' signatures appear on the following page.]**

IN WITNESS WHEREOF, the parties hereto have caused this Consulting Agreement to be duly executed on the date first written above.

WINNEBAGO COUNTY

By: _____

Name: _____

Title: _____

Date: _____

GALLAGHER BENEFIT SERVICES, INC.

By: _____

Name: _____

Title: _____

Area Executive Vice President

Date: _____

EXHIBITA SCOPE OF SERVICES

Subject to any changes and additions as may be mutually agreed by the parties in writing, availability and delivery of data from the insurance carrier and other third party vendors, Gallagher will provide the following Services to Client on an "as needed" basis:

RENEWAL ANALYSIS:

- Review and evaluate carrier projections
- Prepare "shadow" renewal projection
- Create financial modeling reports using proprietary Apex software
- Coordinate carrier negotiations
- Create employee contribution modeling reports
- Review identified benchmarks of projected plan costs
- Develop "working" rates for Client analysis and approval
- Assist with budget projections
- Provide renewal alternatives with cost impact of benefit plan changes

PERIODIC PLAN FINANCIAL REPORTS: (FREQUENCY TO BE MUTUALLY AGREED UPON)

- Summary of plan costs
- Analysis of actual vs. budget
- Employee contributions
- Large claims tracking
- Identification of costs for specific line of coverage
- Comparison of plan costs to aggregate stop-loss projections, if applicable
- Utilization review
- Comparison to prior claim period
- Plan trends

ANNUAL FINANCIAL REPORTS (END OF YEAR ACCOUNTING):

- Executive summary of program expenses
- Comparison of current costs to renewal costs
- Incurred But Not Reported (IBNR) claims analysis
- Overview of specific Stop-loss projections
- Future plan costs projections
- Dollars saved by contract negotiation
- Percent of benefit dollars paid by employee
- Claims by size
- Physician visit details
- Benefits paid by type of service
- Plan funding/budget comparison
- Fixed expense comparison

CARRIER MARKETING AND NEGOTIATIONS, AS DIRECTED BY CLIENT:

- Work with Client to develop a strategy to identify goals, analyze program costs and review both current and alternative funding arrangements
- Manage the renewal process with the current carrier to control costs
- Implement carrier renewal strategies with Client
- Develop timeline covering every aspect from RFP preparation to the delivery of employee communications
- Provide analysis of employee disruption report and preparation of geo-access report
- Provide analysis of discounts offered by various carriers by using CPT codes and carrier pricing data

- Manage RFP development that tailors the RFP to the desires, needs and financial directions provided by Client
- Explore alternative funding solutions
- Evaluate vendor responses to track variations in coverage and costs as they are identified
- Conduct finalist interviews to investigate and document intangibles such as personalities, service orientation and responsiveness
- Draft renewal analysis report, based on renewal negotiation, covers program and claims cost projections as well as complete information on benefit designs
- Facilitate decision process by coordinating close collaboration and discussions among the Gallagher team and Client

LEGISLATIVE AND CORPORATE COMPLIANCE SUPPORT:

- Provide legislative updates, including Technical Bulletins and Directions newsletters
- Evaluate plan design to assist with compliance with state and federal regulations
- Review benefit plan documents, including summary plan descriptions, contracts, employee summaries, and policies/procedures
- Conduct periodic seminars on regulatory issues
- Assist with the review and evaluation of COBRA and HIPAA compliance procedures
- Provide general information and guidance to assist with compliance with ERISA, FMLA, USERRA, Medicare Part D and other Federal legislation that directly affects the administration of plan benefits
- Provide template or sample compliance notices, certificates of creditable coverage and enrollment forms as reasonably requested by Client

DAY TO DAY ADMINISTRATIVE ASSISTANCE

COMMUNICATION MATERIALS:

- Assist with the drafting and distribution of participant Satisfaction Surveys
- Assist with the drafting and distribution of Open Enrollment-New Member Orientation summary information and any other communications pertaining to the health and welfare program
- Provide annual open enrollment guidance and employee meeting materials
- Assist with marketing and oversight of Customized Enrollment Materials (if elected)
- Assist with participant wellness initiatives, as directed by Client

BENEFIT ADMINISTRATION ASSESSMENT:

- Periodic evaluation of internal plan enrollment and benefit termination processes
- Review, coordinate and implement Client agreed upon plan "best practices" to help limit plan liability and increase participant satisfaction
- Help identify opportunities for streamlining and improving administration procedures

MERGER AND ACQUISITION:

- Project claim liability and cost implications of active employee health & welfare benefits plan integration or consolidation, as requested by Client
- Provide coverage comparison analysis and recommendations as to plan design, carrier selections and funding mechanisms
- Provide disruption analysis reports
- Assist with employee meetings to introduce integrated program(s) or plan changes

MARKET BENCHMARKING STUDIES:

- Local Area Surveys
- Industry Surveys

BENEFIT PLAN DESIGN (OR REDESIGN):

- Help Client identify business and HR objectives that impact benefits
- Review with Client possible benefit strategies to meet their objectives
- Help Client evaluate/review current scope of benefits package – e.g., types & levels of coverage
- Work with Client to develop funding and contribution strategies
- Assist with budget projections for design alternatives

**EXHIBIT B
COMPENSATION DISCLOSURE STATEMENT**

Line of Coverage/Service	Insurance Company	Commission ¹ / Supplemental Compensation ²	Third Party Compensation	Direct Client Fees ³	Effective Date
Consulting Services	n/a	n/a	n/a	\$66,000 annually	1/1/2019
Medical	BCBS	None / \$0-\$25 PEPY	n/a	n/a	1/1/2019
Medical	Northern IL Health Plans	None / None	n/a	n/a	1/1/2019
Dental	Northern IL Health Plans	None / None	n/a	n/a	1/1/2019
Group Life	Reliance Standard	None / None	n/a	n/a	1/1/2019
Voluntary Life	Reliance Standard	15% / None	n/a	n/a	1/1/2019
Retiree Medical	AmWins	5% / None	n/a	n/a	1/1/2019
Retiree Rx	AmWins	2% / None	n/a	n/a	1/1/2019
Vision	VSP	Graded 10% / None	n/a	n/a	1/1/2019

It should also be noted that:

- Gallagher is not an affiliate of the insurer or vendor whose contract is recommended. This means the insurer or vendor whose contract is recommended does not directly or indirectly have the power to exercise a controlling influence over the management or policies of Gallagher.
- Gallagher's ability to recommend other insurance contracts or vendors is not limited by an agreement with any insurance carrier or vendor and Gallagher is effecting the transaction for applicable plan(s) in the ordinary course of Gallagher business. Thus, pertinent transaction(s) are at least as favorable to the applicable plan(s) as an arm's length transaction with an unrelated party.
- Gallagher is not a trustee of the plan(s) and is neither the Plan Administrator of the plan(s), a Named Fiduciary of the plan(s), nor an employer which has employees in the plan(s).

For Employers and Plan Sponsors Subject to ERISA: This Disclosure Statement is being given to the Client (1) to make sure Client knows about Gallagher's and Gallagher affiliates' income before purchasing an insurance product and (2) for plans subject to ERISA, to comply with the disclosure, acknowledgment and approval requirement of Prohibited Transaction Class Exemption No. 84-24⁴, which protects both Client and Gallagher⁵. Disclosure must be made to an independent plan fiduciary for the ERISA Plan(s), and Client acknowledges and confirms that this is a reasonable transaction in the best interest of participants in its ERISA Plan(s).

For more information on Gallagher's compensation arrangements, please visit www.ajg.com/compensation. In the event a client wishes to register a formal complaint regarding compensation Gallagher receives, please send an email to Compensation_Complaints@ajg.com.

¹ Commissions include all commissions/fees paid to Gallagher that are attributable to a contract or policy between a plan and an insurance company, or insurance service. This includes indirect fees that are paid to Gallagher paid by a third party, and includes, among other things, the payment of "finders' fees" or other fees to Gallagher for a transaction or service involving the plan.

² Gallagher companies may receive supplemental compensation referred to in a variety of terms and definitions, such as contingent commissions, additional commissions and supplemental commissions.

³ Direct Fees include compensation to Gallagher paid for directly by the plan sponsor/Client.

⁴ Which allows an exemption from a prohibited transaction under Section 408(a) of the **Employee Retirement Income Security Act of 1974 (ERISA)**.

⁵ In making these disclosures, no position is taken, nor is one to be inferred, regarding the use of assets of a plan subject to ERISA to purchase such insurance.

CONSULTING SERVICES AGREEMENT

Consulting Services Agreement ("Agreement") is made as of the 1st day of July, 2011, by and between Williams-Manny, Inc. (Consulting Company), whose address is 555 Perryville Road Rockford, IL 61108 and Winnebago County Administration whose address is 404 Elm Street, Rockford, IL 61101.

WHEREAS, Client desires to obtain certain services in connection with the employee benefits insurance programs maintained by Client, and Consulting Company desires to provide these services in accordance with the terms set forth within this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreement herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. **Services.** Consulting Company agrees to provide Client with the consulting services described in the attached Schedule "A" (the "Services").

2. **Term.** This Agreement is effective upon execution by the parties, and the services shall commence as of the date set forth in the attached Schedule "B" (the "Commencement Date") and, subject to the provisions for termination in Schedule "B", shall continue until the date set out in Schedule "B" (the "Termination Date"). Should the parties wish to renew or extend the provision of the Services past the Termination Date, the parties may do so by written agreement, signed by both parties within 90 days of the expiration date.

3. **Fees.** For and in consideration of the Services furnished by Consulting Company to Client under this Agreement, Client shall pay to Consulting Company the fees set out in Schedule "C."

4. **Taxes.** Client agrees to pay the amount of any sales, use, excise, or similar taxes applicable to the performance of the Services, if any, or, in lieu thereof, Client shall provide Consulting Company with a certificate acceptable to the taxing authorities exempting Client from the payment of any such taxes.

5. **Confidentiality.** Consulting Company acknowledges that during the term of this Agreement it may be provided with and/or have access to information which is non-public, confidential and proprietary in nature. Such confidential information may include, but is not limited to, trade secrets, business plans, copyrights, logos, trademarks, financial and operational information, employee lists, and customer lists (collectively "Confidential Information"). Consulting Company agrees not to use or disclose any of Client's Confidential Information in any manner or for any purpose at any time during or after the term of this Agreement, except as required by law or as required during the course of Consulting Company's work for client, unless authorized in writing, by Client. Upon termination of this Agreement and upon receipt of a written request from Client, all

Confidential Information provided to Consulting Company by Client in Consulting Company's possession relating hereto shall be turned over to Client (providing Consulting Company may retain a confidential archival copy of the same for its file).

Likewise, Client agrees to keep confidential in all matters and not publish, dispense or use in any manner or by any means, but other than for internal company business, any of Consulting Company's work product or any services, product or software license from Consulting Company.

The provisions of this Section 6 shall survive any termination of this Agreement.

6. **Independent Contractor.** Consulting Company is an independent contractor. Neither Consulting Company nor Consulting Company's employees or agents are, or shall be deemed for any purpose to be, employees of Client. Client shall not be responsible to Consulting Company, Consulting Company's employees, agents or any governing body for any payroll related taxes relating to the performance of the Services. Nothing in this Agreement shall be construed as creating a partnership, joint venture or agency relationship between the parties, or as authorizing either party to act as agent for the other or to enter into contracts on behalf of the other which would impose liability upon one party for any act or failure to act by the other.

7. **Severability.** If, in any jurisdiction, any provision of this Agreement or its application to any party or circumstance is restricted, prohibited or unenforceable, that provision shall, as to that jurisdiction, be ineffective only to the extent of that restriction, prohibition or unenforceability, without invalidating the remaining provisions of this Agreement, without affecting the validity or enforceability of that provision in any other jurisdiction and, if applicable, without affecting its application to the other parties or circumstances.

8. **Notices.** Any notices required to be given to any party under the terms of this Agreement shall be in writing and shall be either (a) delivered in person; or (b) forwarded by First Class United States Mail to the postal address of the parties shown herein above. Any notice forwarded by First Class United States Mail shall be deemed to be received three (3) days after mailing. Any party may change its address by notice served as mentioned herein.

9. **Amendment and Assignment.** This Agreement may be amended in whole or in part only by the written consent of the parties hereto. Neither party may assign its rights under this Agreement without the prior written consent of the other party hereto.

10. **Entire Agreement.** This Agreement and the schedule attached hereto constitute the entire agreement between the parties and supersede all previous negotiations, understandings and agreements, verbal or written with respect to any matters referred to in this Agreement, except as specifically set out in this Agreement.

11. **Governing Law.** The governing law of this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Each party irrevocably and unconditionally consents to the exclusive jurisdiction of the state and federal courts located in Rockford, Illinois, for the purpose of any action or proceeding brought by either party in connection with this Agreement or any alleged breach thereof, and waives any objection to the jurisdiction of said courts.

12. **Counterparts and Facsimile.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement. To evidence the fact that it has executed this Agreement, a party may send a copy of its executed counterpart to the other by facsimile transmission (or otherwise transmitted) and a signature transmitted by any such transmission shall be deemed to be that party's original signature for all purposes.

The parties, each having read and understood this Agreement, have duly executed this Agreement as of the date first written above.

CONSULTING COMPANY:

CLIENT:

Williams-Manny, Inc.

Winnebago County Administration

By: 

By: 

Its: President

Its: Winnebago County Board
Chairman

APPENDIX A

CONSULTING SERVICES

Consultant's will provide the following services related to the (CLIENT) Employee Benefit Plan, *including but not limited to:*

- Be appointed as Agent of Record for all Medical Coverage, Pharmacy/Pharmaceutical Services and serve as Client advisor on all health related issues;
- Be appointed as Agent of Record for Dental, Life, Retiree Insurance programs and provide analysis or renewal terms offered by current insurers and service providers;
- During the initial term, investigate all viable programs, insurers, and service providers, and provide through cost benefit analysis report of each option, including recommend improvements in the self-insurance and HMO plans;
- As requested by Client evaluate alternative health plan providers;
- Act as an advocate on behalf of Client to resolve administrative problems on a timely basis;
- Act as an advocate on behalf of Client to resolve all claim disputes;
- Assist on employee open enrollment meetings as needed;
- Provide employee education meetings as necessary;
- Provide information on market trends periodically including recommendations on plan changes;
- Provide information and advice regarding state or federal legislation applicable to Client life, health, dental and disability plans;
- Provide a monthly newsletter to HR staff;
- Provide special reports as requested by Client;
- Provide monthly and annual performance reports including experience analysis;
- Provide initial analysis of the current plan including areas of potential cost savings to client
- Annually provide future funding projections;
- Coordinate timely premium quotes by TPA's and Stop Loss Insurers.
- Recommend cost containment strategies and perform cost benefit analysis on options;

- Provide oversight of Client benefit communication process;
- Assist in establishing funding rates/employee rates for each plan year;
- Provide access to Employee Benefit Center, Employee Resource Center, HRinsider Communication portal;
- Broker and place stop loss insurance and other health related insurance policies;
- Assist in the development of Wellness programs;
- Continually search for cost reduction strategies and present to Client staff;
- Ensure accuracy of all plan booklets and related documents;
- Provide services related to compliance matters such as HIPAA and Medicare Part D;
- Provide other assistance and advice as needed or requested by client.

SCHEDULE B

Term

This Agreement shall be effective as of July 1, 2011 (the "Commencement Date") and will be for one year with four one year options and may be terminated at any time, for any reason, by mutual agreement of the parties or by giving thirty (30) days written notice to the other party. In the event of such termination by the Client, Consultant shall be paid its applicable compensation through the effective date of termination, provided there is no dispute as to whether consultant is entitled to that compensation.

SCHEDULE C

Fees and Invoices

1. **Fees:** For all Services satisfactorily rendered by Consultant during the term of this Agreement, the Client shall pay Consultant \$66,000 annually for this agreement; such sums to include Consultant costs, if any, for telephone communications, postage, travel expenses and other expenses incurred by Consultant in connection the provision of the Services. The Client shall pay Consultant the agreed-upon compensation in twelve equal installments at monthly intervals following Consultant's pr ovision of the Services and submission of a proper invoice to the Client documenting Consultant's rendering of the Services. In the event the Consultant qualifies for a marketing allowance or bonus from an insurance company and the allowance or bonus is included in the Client's retentions then suc h payment will be credited to the Client's annu al consulting fee. If the marketing allowance or bonus is not included in the Client's retention, the allowance or bonus will not be credited to the client's ann ual consulting fee. In the event the Consultant receives commissions from an insurance company on any employee paid voluntary insurance products those commissions will not be credited to the Client's annual consulting fee. Consultant shall be responsible for payment of all state and federal taxes in connection with its performance of the Services and receipt of compensation under this Agreement.

2. **Invoices:** Consulting Company shall invoice Client for the services rendered. All invoices are due and payable within-fifteen-(15)-days-after-receipt-by-Client.

According to the Illinois Prompt Payment Act. *sc*

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

Sponsored by: David Fiduccia
Submitted by: Personnel and Policies Committee

2020 CR

**RESOLUTION AUTHORIZING THE EXECUTION OF AN BUSINESS ASSOCIATE AGREEMENT WITH
GALLAGHER BENEFIT SERVICES, INC. FOR THE GROUP HEALTH AND WELFARE PLANS DUE TO NAME
CHANGE OF VENDOR**

WHEREAS, the County of Winnebago currently has a Business Associate Agreement with Williams Manny for the group health and welfare plans; and

WHEREAS, due to a merger between Williams Manny and Gallagher Benefits Services, a new Business Associates Agreement will need to be executed; and

WHEREAS, the Personnel and Policies Committee of the County Board for the County of Winnebago, Illinois, has reviewed the Business Associate Agreement attached to this Resolution as Exhibit A.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is authorized and directed to, on behalf of the County of Winnebago, execute the Business Associates Agreement with Gallagher Benefits Services, Inc., 555 South Perryville Road, Rockford, IL 61108.

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

BE IT FURTHER RESOLVED that the County Board is hereby authorized to execute the Business Associate Agreement and deliver certified copies of this Resolution to the Winnebago County Auditor, Treasurer and County Administrator.

Respectfully Submitted,
PERSONNEL AND POLICIES COMMITTEE

AGREE

DISAGREE

DAVID FIDUCCIA, CHAIRMAN

DAVID FIDUCCIA, CHAIRMAN

DAVID BOOMER

DAVID BOOMER

ANGIE GORAL

ANGIE GORAL

JOE HOFFMAN

JOE HOFFMAN

DAVID KELLEY

DAVID KELLEY

DOROTHY REDD

DOROTHY REDD

JIM WEBSTER

JIM WEBSTER

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2020.

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

ATTESTED BY:

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

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("**Agreement**") is entered into on July 1, 2019 (the "**Effective Date**"), by and between Winnebago County on behalf of the Group Health and Welfare Plans of Winnebago County ("**Covered Entity**") and Gallagher Benefit Services, Inc. ("**Business Associate**").

RECITALS:

WHEREAS, Covered Entity and Business Associate mutually desire to outline their individual responsibilities with respect to the use and/or disclosure of Protected Health Information ("**PHI**") as mandated by the Privacy Rule promulgated under the Administrative Simplifications subtitle of the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") including all pertinent regulations issued by the U.S. Department of Health and Human Services as outlined in 45 C.F.R. Parts 160, 162 and 164 ("**HIPAA Privacy Rules and/or Security Standards**"); and

WHEREAS, Covered Entity and Business Associate understand and agree that the HIPAA Privacy Rules and Security Standards requires the Covered Entity and Business Associate enter into a Business Associate Agreement which shall govern the use and/or disclosure of PHI and the security of PHI and ePHI.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Definitions.** When used in this Agreement and capitalized, the following terms have the following meanings:

(a) "**Breach**" shall have the same meaning as the term "Breach" in 45 C.F.R. §164.402.

(b) "**Electronic Protected Health Information**" or "**ePHI**" shall mean Protected Health Information transmitted by electronic media or maintained in electronic media.

(c) "**Individual**" shall have the same meaning as the term "Individual" in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).

(d) "**Privacy Rule**" shall mean the Standards for Privacy of Individual Identifiable Health Information as set forth at 45 C.F.R. Parts 160 and 164 Subparts A and E.

(e) "**Protected Health Information**" or "**PHI**" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(f) "**Required by Law**" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

(g) "**Secretary**" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

(h) "**Security Incident**" shall mean any attempted or successful unauthorized access, use, disclosure, modification or destruction of information or systems operations in an electronic information system.

(i) "**Security Rule**" shall mean the Standards for Security of PHI, including ePHI, as set forth at 45 C.F.R. Parts 160 and 164 Subparts A and C.

(j) "**Unsecured Protected Health Information**" shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary.

Terms used but not defined in this Agreement shall have the same meaning as those terms in the HIPAA regulations.

2. Obligations and Activities of Business Associate Regarding PHI.

(a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.

(c) Business Associate agrees to ensure that any agents, including sub-contractors (excluding entities that are merely conduits), to whom it provides PHI agree to the same restrictions and conditions that apply to Business Associate with respect to such information.

(d) Business Associate agrees to provide access, at the request of Covered Entity, and in a reasonable time and manner designated by Covered Entity, to PHI in a Designated Record Set that is not also in Covered Entity's possession, to Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.524.

(e) Business Associate agrees to make any amendment to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 in a reasonable time and manner designated by Covered Entity.

(f) Business Associate agrees to make internal practices books and records relating to the use and disclosure of PHI available to the Secretary, in a reasonable time and manner as designated by the Covered Entity or Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule. Business Associate shall immediately notify Covered Entity upon receipt or notice of any request

by the Secretary to conduct an investigation with respect to PHI received from the Covered Entity.

(g) Business Associate agrees to document any disclosures of PHI that are not excepted under 45 C.F.R. § 164.528(a)(1) as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(h) Business Associate agrees to provide to Covered Entity or an Individual, in a time and manner designated by Covered Entity, information collected in accordance with paragraph (g) above, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(i) Business Associate agrees to use or disclose PHI pursuant to the request of Covered Entity; provided, however, that Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

3. Permitted Uses and Disclosures of PHI by Business Associate.

(a) Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, Covered Entity provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(b) Business Associate may use PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.

(c) Business Associate may disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate if:

(i) such disclosure is Required by Law, or

(ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person agrees to notify Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

(d) Business Associate shall limit the PHI to the extent practicable, to the limited data set or if needed by the Business Associate, to the minimum necessary to accomplish the intended purpose of such use, disclosure or request subject to exceptions set forth in the Privacy Rule.

(c) Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

4. Obligations of Covered Entity Regarding PHI.

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, authorization by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, if such restrictions affect Business Associate's permitted or required uses and disclosures.

(d) Covered Entity shall require all of its employees, agents and representatives to be appropriately informed of its legal obligations pursuant to this Agreement and the Privacy Rule and Security Standards required by HIPAA and will reasonably cooperate with Business Associate in the performance of the mutual obligations under this Agreement.

5. Security of Protected Health Information.

(a) Business Associate has implemented policies and procedures to ensure that its receipt, maintenance, or transmission of all PHI, either electronic or otherwise, on behalf of Covered Entity complies with the applicable administrative, physical, and technical safeguards required protecting the confidentiality, availability and integrity of PHI as required by the HIPAA Privacy Rules and Security Standards.

(b) Business Associate agrees that it will ensure that agents or subcontractors agree to implement the applicable administrative, physical, and technical safeguards required to protect the confidentiality, availability and integrity of PHI as required by HIPAA Privacy Rules and Security Standards.

(c) Business Associate agrees to report to Covered Entity any Security Incident (as defined 45 C.F.R. Part 164.304) of which it becomes aware. Business Associate agrees to report the Security Incident to the Covered Entity as soon as reasonably practicable, but not later than 10 business days from the date the Business Associate becomes aware of the incident.

(d) Business Associate agrees to establish procedures to mitigate, to the extent possible, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.

(e) Business Associate agrees to immediately notify Covered Entity upon discovery of any Breach of Unsecured Protected Health Information (as defined in 45 C.F.R. §§ 164.402 and 164.410) and provide to Covered Entity, to the extent available to Business Associate, all information required to permit Covered Entity to comply with the requirements of 45 C.F.R. Part 164 Subpart D.

(f) Covered Entity agrees and understands that the Covered Entity is independently responsible for the security of all PHI in its possession (electronic or otherwise), including all PHI that it receives from outside sources including the Business Associate.

6. Term and Termination.

(a) **Term.** This Agreement shall be effective as of the Effective Date and shall remain in effect until the Business Associate relationship with the Covered Entity is terminated and all PHI is returned, destroyed or is otherwise protected as set forth in Section 6(d).

(b) **Termination for Cause by Covered Entity.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach. If Business Associate does not cure the breach within 30 days from the date that Covered Entity provides notice of such breach to Business Associate, Covered Entity shall have the right to immediately terminate this Agreement and the underlying services agreement between Covered Entity and Business Associate.

(c) **Termination by Business Associate.** This Agreement may be terminated by Business Associate upon 30 days prior written notice to Covered Entity in the event that Business Associate, acting in good faith, believes that the requirements of any law, legislation, consent decree, judicial action, governmental regulation or agency opinion, enacted, issued, or otherwise effective after the date of this Agreement and applicable to PHI or to this Agreement, cannot be met by Business Associate in a commercially reasonable manner and without significant additional expense.

(d) **Effect of Termination.** Upon termination of this Agreement for any reason, at the request of Covered Entity, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall not retain any copies of the PHI unless return or destruction is deemed infeasible. If the return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. For purposes of illustration only and not to limit the set of circumstances that could potentially make return or destruction infeasible, it would be infeasible for Business Associate to return or destroy certain PHI that is part of work product that must be

retained for document retention/archival purposes, as well as PHI that is stored as a result of backup e-mail systems that store e-mails for emergency backup purposes.

7. Amendment.

The parties may agree to amend this Agreement from time to time in any other respect that they deem appropriate. This Agreement shall not be amended except by written instrument executed by the parties.

8. Indemnification.

Business Associate shall indemnify and hold harmless Covered Entity from and against any and all costs, expenses, claims, demands, causes of action, damages, attorneys' fees and judgments that arise out of or that may be imposed upon, incurred by, or brought against Covered Entity to the extent directly resulting from a breach of this Agreement or any violation of the Privacy Rule or other applicable HIPAA regulations by Business Associate. The indemnification obligations provided for in this Section will commence on the effective date of this Agreement and will survive its termination.

Covered Entity shall indemnify and hold harmless Business Associate from and against any and all costs, expenses, claims, demands, causes of action, damages, attorneys' fees and judgments that arise out of or are imposed upon, incurred by, or brought against Business Associate to the extent directly resulting from a breach of this Agreement or any violation of the Privacy Rule or other applicable HIPAA regulations by Covered Entity. The indemnification obligations provided for in this Section will commence on the effective date of this Agreement and will survive its termination.

9. Severability.

The parties intend this Agreement to be enforced as written. However, (i) if any portion or provision of this Agreement is to any extent declared illegal or unenforceable by a duly authorized court having jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, will not be affected thereby, and each portion and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (ii) if any provision, or part thereof, is held to be unenforceable because of the duration of such provision, the Covered Entity and the Business Associate agree that the court making such determination will have the power to modify such provision, and such modified provision will then be enforceable to the fullest extent permitted by law.

10. Notices.

All notices, requests, consents and other communications hereunder will be in writing, will be addressed to the receiving party's address set forth below or to such other address as a party may designate by notice hereunder, and will be either (i) delivered by hand, (ii) made

facsimile transmission, (iii) sent by overnight courier, or (iv) sent by registered mail or certified mail, return receipt requested, postage prepaid.

If to the Covered Entity:

Winnebago County
Human Resources Department
404 Elm St., Suite 202
Rockford, IL 61101

If to the Business Associate:

Gallagher Benefit Services, Inc.
Todd Soma
555 S. Perryville Road
Rockford, IL 61108

11. Regulatory References.

A reference in this Agreement to a section in the Privacy Rule means the referenced section or its successor, and for which compliance is required.

12. Headings and Captions.

The headings and captions of the various subdivisions of the Agreement are for convenience of reference only and will in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

13. Entire Agreement.

This Agreement sets forth the entire understanding of the parties with respect to the subject matter set forth herein and supersedes all prior agreements, arrangements and communications, whether oral or written, pertaining to the subject matter hereof.

14. Binding Effect.

The provisions of this Agreement shall be binding upon and shall inure to the benefit of both Parties and their respective successors and assigns.

15. No Waiver of Rights, Powers and Remedies.

No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, will operate as a waiver of any such right, power or remedy of the party. No single or partial exercise of any right, power or

remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, will preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto will not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement will entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent will be deemed to be or will constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver or consent.

16. Governing Law.

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois.

17. Interpretation.

It is the Parties' intent to comply strictly with all applicable laws, including without limitation, HIPAA, state statutes, or regulations (collectively, the "Regulatory Laws"), in connection with this Agreement. In the event there shall be a change in the Regulatory Laws, or in the reasoned interpretation of any of the Regulatory Laws or the adoption of new federal or state legislation, any of which are reasonably likely to materially and adversely affect the manner in which either Party may perform or be compensated under this Agreement or which shall make this Agreement unlawful, the Parties shall immediately enter into good faith negotiations regarding a new arrangement or basis for compensation pursuant to this Agreement that complies with the law, regulation or policy and that approximates as closely as possible the economic position of the Parties prior to the change. In addition, the Parties hereto have negotiated and prepared the terms of this Agreement in good faith with the intent that each and every one of the terms, covenants and conditions herein be binding upon and inure to the benefit of the respective Parties. To the extent this Agreement is in violation of applicable law, then the Parties agree to negotiate in good faith to amend this Agreement, to the extent possible consistent with its purposes, to conform to law.

IN WITNESS WHEREOF, the parties have executed this Business Associate Agreement as of the Effective Date.

BUSINESS ASSOCIATE:

GALLAGHER BENEFIT SERVICES, INC.

By: _____

Name: _____

Title: _____

COVERED ENTITY:

WINNEBAGO COUNTY

By: _____

Name: _____

Title: _____

County Board: February 13, 2020

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

Sponsored by: DAVE FIDUCCIA
Submitted by: PERSONNEL AND POLICIES COMMITTEE

2020 CR

**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE COUNTY BOARD TO EXECUTE AN
AMENDMENT TO AN AGREEMENT FOR LINEN AND LAUNDRY SERVICES AT
RIVER BLUFF NURSING HOME**

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$25,000.00 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357; and

WHEREAS, competitive proposals were initially received and reviewed 2017 for the following Request for Proposals:

17P-2113 – LINEN AND LAUNDRY SERVICES FOR RIVER BLUFF NURSING HOME

WHEREAS, the Operations and Administrative Committee of the County Board in November 9, 2017 awarded an agreement to EcoBrite Linen for a period of two years with three optional one year renewal terms; and

WHEREAS, it is now time for a renewal of the agreement with an amendment to the Linen and Laundry Service Agreement; and

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the amendment to the agreement with EcoBrite Linen, in substantially the same form as that attached hereto as Resolution Exhibit 1.

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

Respectfully submitted,
PERSONNEL AND POLICIES COMMITTEE

AGREE

DISAGREE

DAVE FIDUCCIA, CHAIRMAN

DAVE FIDUCCIA, CHAIRMAN

DAVE BOOMER

DAVE BOOMER

ANGIE GORAL

ANGIE GORAL

JOE HOFFMAN

JOE HOFFMAN

DAVE KELLEY

DAVE KELLEY

DOROTHY REDD

DOROTHY REDD

JIM WEBSTER

JIM WEBSTER

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois, this ____ day of _____, 2020.

FRANK HANEY

Chairman of the County Board
of the County of Winnebago, Illinois

Attested by:

LORI GUMMOW

Clerk of the County Board
of the County of Winnebago

RESOLUTION EXHIBIT 1

FIRST AMENDEMENT TO LINEN AND LAUNDRY SERVICE AGREEMENT

This First Amendment to Linen and Laundry Service Agreement ("Amendment") is made and entered into on January 1, 2020 between ECO BRITE LINENS, LLC ("EcoBrite"), an Illinois limited liability company and **Winnebago County d/b/a River Bluff Nursing Home** ("Customer"), located at **4401 North Main Street, Rockford IL 61103** (the Customer together with EcoBrite, each a "Party" and collectively the "Parties").

WHEREAS, the Parties have previously entered into that certain Linen and Laundry Service Agreement effective as of November 9, 2017 (the "Agreement");

WHEREAS, EcoBrite and Customer desire to amend the Agreement and extend the term of the Agreement;

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

1. **Amendments.**

- a) **Exhibit D.** Exhibit D of the Agreement is hereby replaced with Revised Exhibit D, attached hereto.
- b) **Term.** Section 8 (b) shall have the following addendum at the end of the paragraph:

The Parties agree to renew this Agreement from January 1, 2020 until December 31, 2020, subject to the revised Exhibit D attached hereto.

All other terms and conditions contained in the Agreement, other than those specifically referenced herein, shall remain the same

2. **Invalidity of Amendment.** If any provision of this Amendment, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Amendment or the application of such provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

3. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. All of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signors had signed a single signature page.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have entered into this First Amendment as of the day and year first above written.

Eco Brite Linens LLC, DBA EcoBrite Linen,
an Illinois limited liability company

By: _____

Name: Brian Polatsek

Its: CEO

Customer:

Winnebago County d/b/a River Bluff Nursing Home

By: _____

Name: Frank Haney

Its: County Board Chairman

Date: _____

ATTEST: _____

REVISED EXHIBIT D:

River Bluff Selection of Option Two

River Bluff has elected to move forward with Option Two of EcoBrite Linen's proposal.

This option is the flat rate option encompassing all costs associated with EcoBrite's services. As set forth in Exhibit C this includes, linen supplied, staffing, and losses.

Also, as set forth in Exhibit B, the original cost in November of 2017 was \$430,000.00. With annual price adjustments equal to the CPI change for the previous 12 months, as provided for in Exhibit B, which were to take effect in November of 2018 and November of 2019, the cost as of January 1, 2020 is \$448,689. River Bluff further agrees to a one-time flat increase of \$27,000, effective January 1, 2020, to cover minimum wage increases implemented by the State of Illinois and Cook County. Therefore, the cost as of January 1, 2020, shall be \$475,689 annually based on an average census of 210, with quarterly adjustments for decreases or increases in the prior quarter's average census. The price will be adjusted annually on January 1 of each renewal year by the amount of the CPI for the most recently published month prior to the renewal date.