

PERSONNEL AND POLICIES COMMITTEE

AGENDA

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

DATE: TUESDAY, AUGUST 18, 2020
TIME: 5:45 PM
LOCATION: ROOM 303
COUNTY ADMINISTRATION BLDG
404 ELM STREET
ROCKFORD, IL 61101

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of June 9, 2020 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 Prime Therapeutics to Provide Pharmacy Benefit Management Services
- F. Intergovernmental Agreement for Animal Control with Boone County
- G. Resolution Authorizing the Chairman of the County Board to Execute an Amendment to Consultation Agreement with Generations Healthcare Network LLC
- H. Other Matters
- I. Adjournment

**Winnebago County Board
Personnel & Policies Committee Meeting**
Virtual Meeting – Zoom
(Winnebago County YouTube Live)

Tuesday, June 9, 2020
Immediately Following Personnel and Policies Ad Hoc Committee

Present:

Jim Webster
Joe Hoffman
Angie Goral
Dave Kelley

Others Present:

Steve Chapman, Interim County Administrator
Dave Kurlinkus, Deputy State's Attorney
Paul Arena, County Board Member

Absent:

Dave Fiduccia, **Chairman**
Dorothy Redd

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Public Comment
- D. Selection Policy for Administrator Position
- E. Other Matters
- F. Adjournment

Mr. Webster called the meeting to order at 5:53 PM.

Public Comment

Mr. Webster omitted reading the Public Comment section of the Agenda due to no one present to speak.

Selection Policy for Administrator Position

- Discussion regarding approving the Resolution which was discussed at the Personnel and Policies Ad Hoc Committee meeting just prior to this meeting.

Moved by Mr. Kelley and Seconded by Mr. Hoffman.

Motion passed by unanimous voice vote.

Other Matters

None

Motion to adjourn. Moved by Ms. Goral and Seconded by Mr. Kelley.

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 PRIME THERAPEUTICS TO
PROVIDE PHARMACY BENEFIT MANAGEMENT SERVICES**

WHEREAS, the County of Winnebago, Illinois, offers to its' employees the option of participating in pharmacy benefits management services; and,

WHEREAS, the County of Winnebago has reviewed submitted proposals for the pharmacy benefits management services in 2021; and

WHEREAS, the County's Benefit Consultant recommends Prime Therapeutics in 2021; and,

WHEREAS, Prime Therapeutics has proposed the following rates to Winnebago County for pharmacy benefits management services in 2021:

	<u>Retail Pricing:</u>	<u>Mail-Order Pricing:</u>
Brand Drugs	AWP -19.00%	AWP -25.00%
Generic Drugs	AWP -82.50%	AWP -85.00%
Dispensing Fee	\$.70 Per Prescription	\$0.00 Per Prescription

WHEREAS, the Personnel and Policies Committee of the County Board for the County of Winnebago, Illinois has reviewed the proposal and recommends that the County Board authorize execution of an agreement with Prime Therapeutics for the administration of the pharmacy benefits management services for January 1, 2021 through December 31, 2023.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is hereby authorized to execute an agreement with Prime Therapeutics, 2787 McFarland Road, Rockford, IL 61107 for administration of the pharmacy benefits management services.

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

Financial Summary – Year 1

Year 1: 1/1/2021 - 12/31/2021		Baseline	Employer's Health Traditional Broad Narrow 90 Premium Initial	Employer's Health Traditional Broad Narrow 90 Premium BAFO	BCBSIL-Prime Traditional Broad Narrow 90 Balanced-PEPM Initial	BCBSIL-Prime Traditional Broad Narrow 90 Balanced-PEPM BAFO
Drug Costs	Retail	\$1,005,361	\$1,003,963	\$1,003,963	\$1,006,930	\$999,299
	Retail 90	\$269,445	\$268,546	\$268,546	\$270,567	\$269,856
	Mail	\$505,574	\$504,366	\$504,366	\$482,206	\$479,789
	Specialty Retail	\$78,163	\$78,067	\$78,067	\$76,489	\$74,577
	Specialty Mail	\$1,303,065	\$1,301,471	\$1,301,471	\$1,275,170	\$1,243,291
	Total Drug Costs	\$3,161,607	\$3,156,413	\$3,156,413	\$3,111,362	\$3,066,812
Rebates	Retail	(\$246,893)	(\$253,521)	(\$281,690)		
	Retail 90	(\$67,890)	(\$90,396)	(\$100,440)		
	Mail	(\$178,000)	(\$173,016)	(\$192,240)		
	Specialty Retail	(\$17,520)	(\$19,980)	(\$22,200)		
	Specialty Mail	(\$194,180)	(\$221,445)	(\$246,050)		
	Total Rebates	(\$704,483)	(\$758,358)	(\$842,620)	(\$916,858)	(\$916,858)
	Administrative Fee	\$0	\$0	\$0	\$0	\$0
	Total Administrative Fee	\$0	\$0	\$0	\$0	\$0
	Total Gross Cost	\$2,457,124	\$2,398,055	\$2,313,793	\$2,194,505	\$2,149,954
	Gross Cost Savings Over Baseline (\$)		(\$59,069)	(\$143,331)	(\$262,620)	(\$307,170)
	Gross Cost Savings Over Baseline (%)		-2.4%	-5.8%	-10.7%	-12.5%
	BAFO Improvement			\$84,262		\$44,551
	Total Gross Cost before Rebates	\$3,161,607	\$3,156,413	\$3,156,413	\$3,111,362	\$3,066,812
	Gross Cost before Rebates Savings Over Baseline (\$)		(\$5,194)	(\$5,194)	(\$50,245)	(\$94,796)
	Gross Cost before Rebates Savings Over Baseline (%)		-0.2%	-0.2%	-1.6%	-3.0%
	BAFO Improvement			\$0		\$44,551

BCBS-Prime Additional Savings (pg 8 & 9): \$53K per year (\$160K over 3 yrs)

- Clinical/Membership/Carve-out fees: \$20K/year (\$60K over 3 yrs)
- Credit (spread over 3 yrs): \$33K/year (\$100K over 3 yrs)

Financial Summary – Three Years

3-Year: 1/1/2021 - 12/31/2023		Baseline	Employer's Health	Employer's Health	BCBSIL-Prime	BCBSIL-Prime
			Traditional Broad	Traditional Broad	Traditional Broad	Traditional Broad
			Narrow 90 Premium	Narrow 90 Premium	Narrow 90 Balanced-PEPM	Narrow 90 Balanced-PEPM
			Initial	BAFO	Initial	BAFO
Drug Costs	Retail	\$3,114,284	\$3,109,891	\$3,109,891	\$3,112,612	\$3,088,849
	Retail 90	\$846,947	\$844,139	\$844,139	\$849,350	\$847,123
	Mail	\$1,494,895	\$1,491,070	\$1,491,070	\$1,419,050	\$1,409,504
	Specialty Retail	\$263,082	\$262,760	\$262,760	\$257,450	\$251,014
	Specialty Mail	\$4,197,415	\$4,192,280	\$4,192,280	\$4,107,562	\$4,004,873
	Total Drug Costs	\$9,916,622	\$9,900,141	\$9,900,141	\$9,746,025	\$9,601,363
Rebates	Retail	(\$747,029)	(\$765,599)	(\$850,665)		
	Retail 90	(\$209,640)	(\$284,328)	(\$315,920)		
	Mail	(\$490,363)	(\$486,908)	(\$541,009)		
	Specialty Retail	(\$54,665)	(\$65,151)	(\$72,390)		
	Specialty Mail	(\$594,239)	(\$708,052)	(\$786,724)		
	Total Rebates	(\$2,095,937)	(\$2,310,037)	(\$2,566,708)	(\$3,118,073)	(\$3,118,073)
Administrative Fee		\$0	\$0	\$0	\$0	\$0
Total Administrative Fee		\$0	\$0	\$0	\$0	\$0
Total Gross Cost		\$7,820,685	\$7,590,104	\$7,333,434	\$6,627,952	\$6,483,290
Gross Cost Savings Over Baseline (\$)			(\$230,581)	(\$487,252)	(\$1,192,733)	(\$1,337,395)
Gross Cost Savings Over Baseline (%)			-2.9%	-6.2%	-15.3%	-17.1%
BAFO Improvement				\$256,671		\$144,662
Total Gross Cost before Rebates		\$9,916,622	\$9,900,141	\$9,900,141	\$9,746,025	\$9,601,363
Gross Cost before Rebates Savings Over Baseline (\$)			(\$16,481)	(\$16,481)	(\$170,597)	(\$315,259)
Gross Cost before Rebates Savings Over Baseline (%)			-0.2%	-0.2%	-1.7%	-3.2%
BAFO Improvement				\$0		\$144,662

BCBS-Prime Additional Savings (pg 8 & 9): \$53K per year (\$160K over 3 yrs)

- Clinical/Membership/Carve-out fees: \$20K/year (\$60K over 3 yrs)
- Credit (spread over 3 yrs): \$33K/year (\$100K over 3 yrs)

Allowances/Credits & Risk Amounts

	Employer's Health (OptumRx)	BCBSIL-Prime
Client Allowance or Credit (Implementation and/or General)	<p>Implementation: Not Applicable</p> <p>General: \$4 per member (~\$107K annually)</p>	<p>Implementation: \$75K-year 1 (full amount credited on February 2021 invoice)</p> <p>\$100K-year 1 Can choose 1) full, upfront payment but if early term full amount will be due back or 2) spread equally across 3 years which if early term but complete that full contract year then that years payment would not be due back).</p> <p>Credit can be used to offset transition claim file fees (claims file, open PA file, open refill transfer)</p> <p>General: Not Offered</p>
Ongoing PG Risk Amount	\$10 per member (~\$267K annually)	\$115K annually
Ongoing PG Risk Allocation	20%	30%
Implementation Guarantee	Not Applicable	\$5K-Year 1

Programs and Services

Service	Employers Health-Optum	BCBS-Prime
Clinical	<p>Prior Authorization: \$50/review (est: \$16K annually)</p> <p>Total: \$16K annually</p>	<p>*Prior Authorization, Step Care Therapy: Included</p> <p><i>Programs are required to be implemented as part of the formulary, at no charge.</i></p>
Coalition Membership fee	Total: \$750 per year	Not applicable
BCBS Rx Carve-out fees	No carve-out fees being charged	Not applicable

Per Optum: # PA's over last 12 months: 315

Debbie Crozier

From: Jeanette Rowan <Jeanette_Rowan@ajg.com>
Sent: Friday, August 7, 2020 10:04 AM
To: Debbie Crozier
Subject: Winnebago County - procurement explanation

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

In 2017, the Gallagher team reviewed alternative contract options with OptumRX. The Employers Health Coalition contract provided the greatest savings for ingredient costs and overall rebates for a three-year contract period. To ensure

Gallagher Benefit Services' Pharmacy Consultants conducted a PBM Procurement and Contract Negotiation of four national Pharmacy Benefit Managers (PBMs) for a three-year contract period of January 1, 2021, through December 31, 2023. The procurement included two finalist contract negotiations for best and final offers. By conducting a full procurement, the incumbent PBM has an opportunity to significantly increase pricing and provide more favorable contract terms to the client. We tend to find the client receives a more comprehensive proposal option that is more favorable than what would have been received otherwise. The Gallagher pharmacy team's review included a financial analysis to determine baseline cost projections under current financial arrangements. This included in-depth reviews of claims data, and the bidders' contract terms including the average whole sale price cost savings, administrative and dispensing fees and specialty pharmacy costs.

Let me know if this works. Thanks.

Jeanette Rowan
Sr. Benefits Consultant



Insurance | Risk Management | Consulting

D 815.977.9539
M 815.978.7134
jeanette_rowan@ajg.com

Gallagher Benefit Services, Inc.
555 S. Perryville Road, Rockford, IL 61108
www.ajg.com



Gallagher Benefit Services, Inc.

RESOLUTION OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS
AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT WITH THE COUNTY OF BOONE FOR ANIMAL CONTROL

2020 CR _____

SUBMITTED BY: PERSONNEL AND POLICIES COMMITTEE

SPONSORED BY: DAVE FIDUCCIA

WHEREAS, the County of Winnebago wishes to enter into an Intergovernmental Agreement with the County of Boone for Animal Control;

WHEREAS, the County of Winnebago and the County of Boone have negotiated an agreement containing the terms for the obligations of the parties, a copy of the agreement is substantially the same as that attached as Exhibit A of this Resolution;

NOW, THEREFORE BE IT RESOLVED, in order to ensure that the Chairman of the County Board of the County of Winnebago is authorized and directed to execute an intergovernmental agreement with the County of Boone for Animal Control, which is substantially similar to the attached Exhibit A.

BE IT FURTHER RESOLVED, that this Resolution shall be effective upon its adoption by both the County of Winnebago and the County of Boone.

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Administrator of the County of Boone.

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

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

ATTEST:

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

TO: THE HONORABLE MEMBERS OF THE COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

The Personnel and Policies Committee presents the following Resolution in regard to an Intergovernmental Agreement between the County of Winnebago, and the County of Boone, for Animal Services, and recommends its adoption.

Respectfully submitted,
Personnel and Policies Committee

Respectfully submitted,
Personnel and Policies Committee

Dave Fiduccia, Chairperson

Dave Fiduccia, Chairperson

Paul Arena

Paul Arena

Jim Webster

Jim Webster

Joe Hoffman

Joe Hoffman

Angie Goral

Angie Goral

Dorothy Redd

Dorothy Redd

Dave Kelley

Dave Kelley

(TO ADOPT)

(NOT TO ADOPT)

Dated this ___ day of _____, 2020.

INTERGOVERNMENTAL AGREEMENT
FOR
ANIMAL CONTROL

WHEREAS, the County of Winnebago (“Winnebago”), pursuant to the Illinois Animal Control Act, is charged with the establishment of an Animal Control division, for the implementation and enforcement of certain policies and laws related to animals; and

WHEREAS, the County of Boone (“Boone”), pursuant to the Illinois Animal Control Act, is also charged with the establishment of an Animal Control division, for the implementation and enforcement of certain policies and laws related to animals; and

WHEREAS, the County of Boone does not currently have the personnel to implement its obligations under the Illinois Animal Control Act, and has been in this position since approximately July 10, 2020, but anticipates that this personnel shortage will be temporary and short term; and

WHEREAS, the County of Winnebago has, since July 10, 2020, assisted the County of Boone in the implementation of the Illinois Animal Control Act, as well as Boone County ordinances, and has in fact, carried out such implementation since that date, and has also provided care for certain animals that were unable to be cared for due to Boone County’s personnel shortage;

WHEREAS, counties are units of local government as defined by Article VII, Section I of the Constitution of the State of Illinois and are empowered, pursuant to the authority granted to them by the Intergovernmental Cooperation Act; and

WHEREAS, in order to enforce the Illinois Animal Control Act and to provide certain services to residents of Boone County, it is in the best interests of the citizens of the County of Boone and the County of Winnebago to enter into an intergovernmental agreement for animal control.

NOW, THEREFORE, the County of Boone and the County of Winnebago, for the consideration hereinafter set forth hereby agree as follows:

I. DEFINITIONS

For purposes of this Agreement, the words and phrases listed hereunder have the meanings designated herein except when a particular context clearly requires a different meaning:

- A. “Administrator” means the appointed Administrator of the Animal Services Division of the County of Winnebago, or his/her duly authorized representative.
- B. “Boone” means County of Boone, Illinois.
- C. “Winnebago” means the County of Winnebago, Illinois.

D. "Animal Services" means the Animal Services Division of the County of Winnebago.

II. PURPOSE AND OBJECTIVE

The purpose of this Agreement is to enable the Winnebago, through its Animal Services department, to carry out Boone's obligations as set forth by the Illinois Animal Control Act, as well as certain ordinances that Boone has enacted relating to animal control.

III. AUTHORITY

Both Boone and Winnebago are units of local government as defined by Article VII, Section 1 of the Constitution of the State of Illinois. This agreement is entered into by Boone and Winnebago pursuant to the constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 Illinois Compiled Statutes 220/1, *et seq*), which implements Article VII, Section 10 of the Constitution of the State of Illinois.

IV. WINNEBAGO RESPONSIBILITIES.

A. Scope of Services

Winnebago shall provide the following animal control services to Boone:

1. Enforce of Chapter 14 of Boone County Code of Ordinances governing Animals. The Ordinances to be enforced are the Ordinances as they exist as of the date of signing of this Agreement by the Winnebago. Any changes to the Ordinance shall be reviewed with Winnebago and the Administrator of Animal Services and must be agreed upon by all parties.
2. Implement and carry out the requirements set forth by the Illinois Animal Control Act.
3. Impose and collect the following fees: boarding, reclaim, micro chipping, and spay and neuter fees for animals licensed in Boone.
4. Provide the necessary equipment, kennel space, office space, and qualified personnel necessary to carry out Winnebago's obligations under this Intergovernmental Agreement for Animal Control.

Notwithstanding the above responsibilities, Winnebago is not able to, and not required to carry out or enforce Boone's responsibilities for the registration and vaccination of dogs and cats.

Winnebago will respond in person to calls in Boone County when able to do so, but if unable to do so, may provide advice by telephone to Boone County authorities handling animal-related calls, such as the Boone County Sheriff's Department.

B. Accounting

1. Winnebago shall maintain books, records and documents which sufficiently and properly account for all costs related to the performance of services to Boone pursuant to the terms of this Agreement.

C. Compensation

Winnebago shall invoice Boone the sum of \$11,000 per calendar month for the services provided. The fees for services provided during the first and last months, in the event that they are not full calendar months, shall be pro-rated. Both counties acknowledge that this sum is based on Winnebago's cost to be available to provide the services as set forth above, and is not dependent on the amount of actual services that may be provided in a given month, as call volumes and the number of services required will fluctuate and are unpredictable.

Additionally, fees that are collected as a result of services performed by Winnebago in Boone County, or for Boone County residents, (boarding, reclaim, microchip, etc.) will be retained by Winnebago and will not affect the compensation set forth above.

V. **BOONE REPONSIBILITIES**

Payment

Boone shall compensate Winnebago in the amount of \$11,000 per month as set forth in Paragraph IV-C above for services provided to Boone, which shall be paid within 30 days of invoice.

In addition to the monthly fees, Boone shall reimburse Winnebago the sum of \$1,218.64 for the care for Animal Number A431069, which Winnebago provided care for in July, 2020, and this sum shall be added to the initial invoice.

VI. **GENERAL PROVISIONS**

A. Notice

1. Any notice required under this Agreement for the County of Boone shall be directed to:

County Administrator
1212 Logan Ave., Suite 102
Belvidere, Il 61008

2. Any notice required under the Agreement shall for the County be directed to:

County Administrator
404 Elm Street
Rockford, IL 61101

B. Termination

This Agreement may be terminated by either party upon written notice of a termination date provided to the other party at least (21) days prior to the date of such termination.

C. Effective Date and Term

Upon the affixing of the last signature of any officer required to sign this Agreement, this Agreement shall be effective July 20, 2020, which date shall be deemed the "Effective Date," and shall remain in effect through September 30, 2020, subject to termination by either party as set forth in subparagraph (VI)(B) above.

D. Successors and Assigns

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

E. Entire Agreement

This Agreement represents the entire and integrated Agreement, subject to the requirements of the Animal Control Act, between Boone and Winnebago. None of the provisions of this Agreement may be waived, changed or modified except by an instrument in writing signed by both parties hereto.

IN WITNESS WHEREOF, the County of Winnebago, by Resolution duly adopted by the County Board cause this Agreement to be signed by its County Administrator and attested to by its Clerk on this _____ day of _____, 2020.

IN WITNESS WHEREOF, the County of Boone, by Resolution duly adopted by the County Board cause this Agreement to be signed by its County Administrator and attested to by its Clerk on this _____ day of _____, 2020.

COUNTY OF WINNEBAGO

BY: _____
County Administrator

ATTEST:

County Clerk

COUNTY OF BOONE

BY: _____
County Administrator

ATTEST:

County Clerk

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

2020 CR _____

SUBMITTED BY: PERSONNEL AND POLICIES COMMITTEE

SPONSORED BY: DAVE FIDUCCIA

**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE COUNTY BOARD
TO EXECUTE AN AMENDMENT TO CONSULTATION AGREEMENT WITH
GENERATIONS HEALTH CARE NETWORK, LLC**

WHEREAS, Winnebago County currently has an Agreement (“Agreement”) in place with Generations Health Care Network, LLC (“Consultant”) to provide consultation services to River Bluff Nursing Home; and

WHEREAS, due to financial challenges resulting from the current COVID-19 pandemic, the County has asked to modify the terms of the Agreement; and

WHEREAS, the Consultant has proposed limiting its on-site visits to the River Bluff facility to twice per month and the services it provides to five areas: administration, MDS/reimbursement, nursing, accounts receivable, and environmental services; and

WHEREAS, in exchange for the reduction in services, Consultant has agreed to reduce its monthly fee; and

WHEREAS, the parties desire to amend the Agreement to reflect these changes, effective September 1, 2020.

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 Amendment to Consultation Agreement between the County of Winnebago and Generations Health Care Network, LLC, in substantially the same form as the Amendment attached hereto as Exhibit A.

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

**Respectfully submitted,
PERSONNEL & POLICIES**

AMENDMENT TO
CONSULTATION AGREEMENT
BETWEEN COUNTY OF WINNEBAGO, ILLINOIS
AND GENERATIONS HEALTH CARE NETWORK, LLC

This Amendment is made and entered into this 1st day of September, 2020, by and between the County of Winnebago, Illinois (hereinafter “County”) and Generations Health Care Network, LLC (hereinafter the “Consultant”) (the “County” and the “Consultant” are collectively known as the “Parties”).

WHEREAS, the County and the Consultant previously entered into an agreement on or about April 14, 2019, for Consultant to provide consultation services to River Bluff Nursing Home, a copy of which is attached hereto as Exhibit A (hereinafter the “Agreement”); and

WHEREAS, the Agreement was for a one year term with three additional one year renewals; and

WHEREAS, the Parties desire to amend the Agreement to reduce the number of consulting services to be provided by Consultant with a corresponding reduction in cost to the County.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the exchange, receipt, and adequacy of which the Parties hereby acknowledge, the Parties agree as follows:

A. Section 3 of the Agreement shall be deleted in its entirety and replaced with the following:

3. **Consulting Services.** Final decision-making authority for the facility rests with the Winnebago County Board. Subject to said authority, Consultant shall provide Operator consulting services in the following areas (hereinbefore and hereinafter collectively “**Consulting Services**”):

- a) Administration
- b) MDS/Reimbursement
- c) Nursing
- d) Accounts Receivable
- e) Environmental Services

Consultant will provide two on-site visits per month and will be available via phone and/or email 24 hours a day, 7 days a week.

B. **Compensation.** Exhibit A attached to the Agreement is amended to read as follows:

Pursuant to Paragraph 8 of the Consultation Agreement between Operator and Consultant, Operator agrees to pay Consultant as a consulting fee for the consulting services rendered by Consultant at 3% of Residential Income, plus Ancillary Fees, minus Contractual Allowances.

The change in compensation set forth above shall be effective beginning on September 1, 2020.

- C. Pursuant to Section 11 of the Agreement, the term of the Agreement is hereby renewed for the first renewal term of one year to April 14, 2021.
- D. All other terms and conditions contained in the Agreement, other than those specifically mentioned above, shall remain the same.
- E. This Amendment shall bind and benefit both Parties and any successors or assigns.
- F. This Amendment, including the attached original Agreement, is the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the date indicated above.

OPERATOR:

CONSULTANT:

County of Winnebago, Illinois

Generations Healthcare Network, LLC

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

By: One of Its Managers

Attested by:

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