

OPERATIONS & ADMINISTRATIVE COMMITTEE AGENDA

Called by: Keith McDonald, Chairman
Members: John Butitta, Jean Crosby,
Paul Arena, Joe Hoffman, Dorothy
Redd, Jaime Salgado

DATE: THURSDAY, SEPTEMBER 2, 2021
TIME: 5:30 PM
LOCATION: ROOM 303
COUNTY ADMINISTRATION BLDG
404 ELM STREET
ROCKFORD, IL 61101

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of May 17 and June 3, 2021 Minutes
- D. Public Comment – This is the time we invite the public to address the Operations and Administrative Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Resolution Establishing the Date, Time and Location of Each Meeting of the Winnebago County Board
- F. Resolution Authorizing the Chairman of the Winnebago County Board to Execute a Consulting Services Agreement for River Bluff Nursing Home
- G. Other Matters
- H. Adjournment

Approval of Minutes

**Winnebago County Board
Operations and Administrative Committee Meeting**
Virtual Meeting – Zoom
(Winnebago County YouTube Live)

Monday, May 17, 2021
5:30 PM

Present:

Keith McDonald, **Chairman**
John Butitta
Jean Crosby
Paul Arena
Joe Hoffman
Jaime Salgado

Others Present:

Joe Chiarelli, County Board Chairman
Pat Thompson, County Administrator
Lafakeria Vaughn, State's Attorney's Office
Ann Johns, Purchasing Director
Chris Dornbush, Director of Development Services

Absent:

Dorothy Redd

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of March 4, 2021 Minutes
- D. Public Comment
- E. Discussion Regarding the 2020 Reapportionment of County Board Districts
- F. Other Matters
- G. Adjournment

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

Motion to approve the March 4, 2021 Minutes

Moved: Mr. Hoffman, Seconded: Mr. Arena.

Roll call: Mr. Butitta yes, Ms. Crosby yes, Mr. Arena yes, Mr. Hoffman yes, Mr. Salgado yes and Mr. McDonald yes.

Motion passed by unanimous voice vote.

Public Comment

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

Discussion Regarding the 2020 Reapportionment of County Board Districts

- A discussion followed.

Other Matters

None

Motion to Adjourn. Moved: Mr. Butitta, Seconded: Ms. Crosby.
Motion passed by unanimous voice vote.

Respectfully submitted,

Amy Ferling
Administrative Assistant

**Winnebago County Board
Operations and Administrative Committee Meeting**
Virtual Meeting – Zoom
(Winnebago County YouTube Live)

Thursday, June 3, 2021
5:30 PM

Present:

Keith McDonald, **Chairman**
John Butitta
Jean Crosby
Paul Arena
Joe Hoffman
Dorothy Redd
Jaime Salgado

Others Present:

Joe Chiarelli, County Board Chairman
Pat Thompson, County Administrator
Dave Rickert, Chief Financial Officer
Lafakeria Vaughn, State’s Attorney’s Office
J. Hanley, State’s Attorney
John Giliberti, State’s Attorney’s Office
Ann Johns, Director of Purchasing
Deb Crozier, HR Department
Chris Dornbush, Director of Development Services
Carol Hartline, Williams McCarthy
Steve Schultz, County Board Member
Angela Fellars, County Board Member
Angie Goral, County Board Member
Todd Burton, Veterans Assistance Commission

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Public Comment
- D. Public Hearing for the Reapportionment of County Board Districts pursuant to State law, 55 ILCS 5/2-3001, *et seq.*
- E. Resolution Urging the General Assembly and Governor to Assist Counties Required to Meet Deadlines to Reapportion County Board Districts Without Updated Federal Census Data
- F. Resolution Authorizing the Execution of a Renewal Agreement with SwedishAmerican Health System for Onsite Wellness Center Services
- G. Resolution Approving an Intergovernmental Agreement Between the County of Winnebago and Veterans Assistance Commission of Winnebago County
- H. County Administrator Appointment of Human Resources Director
- I. Other Matters
- J. Adjournment

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

Public Comment

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

Public Hearing for the Reapportionment of County Board Districts pursuant to State law, 55 ILCS 5/2-3001, *et seq*

Ms. Crosby moved to close the Public portion of the meeting. Seconded by Mr. Hoffman.
Roll call: Mr. Butitta yes, Ms. Crosby yes, Mr. Arena yes, Mr. Hoffman yes, Mr. Salgado yes and Mr. McDonald yes.

Resolution Urging the General Assembly and Governor to Assist Counties Required to Meet Deadlines to Reapportion County Board Districts Without Updated Federal Census Data

- A discussion followed.

Motion by Mr. McDonald and Seconded by Mr. Arena.

Roll call: Mr. Butitta yes, Ms. Crosby yes, Mr. Arena yes, Mr. Hoffman yes, Mr. Salgado yes and Mr. McDonald yes.

Motion passed by unanimous voice vote.

Resolution Authorizing the Execution of a Renewal Agreement with SwedishAmerican Health System for Onsite Wellness Center Services

Motion by Mr. McDonald and Seconded by Mr. Salgado and Ms. Crosby.

- A discussion followed.

Roll call: Mr. Butitta yes, Ms. Crosby yes, Mr. Arena yes, Mr. Hoffman yes, Mr. Salgado yes and Mr. McDonald yes.

Motion passed by unanimous voice vote.

Resolution Approving an Intergovernmental Agreement Between the County of Winnebago and Veterans Assistance Commission of Winnebago County

Motion by Mr. McDonald and Seconded by Mr. Hoffman.

- A discussion followed.

Mr. McDonald made a motion to lay over until the next Operations and Administrative meeting for an amendment to include auditing language.

Seconded by Mr. Hoffman and Mr. Arena.

Roll call: Mr. Butitta yes, Ms. Crosby yes, Mr. Arena yes, Mr. Salgado yes, Mr. Hoffman yes and Mr. McDonald yes.

Motion passed by unanimous voice vote.

County Administrator Appointment of Human Resources Director

- Mr. Thompson recommended the appointment of Deb Crozier as Human Resources Director. She agreed to work towards achieving her SHRM Certification within 18 months of her appointment.
- A discussion followed.

Other Matters

None

Motion to Adjourn. Moved: Mr. Hoffman, Seconded: Mr. Salgado and Mr. Arena.

Motion passed by unanimous voice vote.

Respectfully submitted,

Amy Ferling
Administrative Assistant



Resolution Executive Summary

Prepared By: Purchasing Department
Committee: Operations and Administrative Committee
Committee Date: September 2, 2021
Resolution Title: Resolution Establishing the Date, Time and Location of Each Meeting of the Winnebago County Board

Resolution Title: Resolution Establishing the Date, Time and Location of Each Meeting of the Winnebago County Board

Board Meeting Date: September 9, 2021

Budget Information:

Was item budgeted? N/A	Appropriation Amount: N/A
If not, explain funding source:	
ORG/OBJ/Project Code:	Budget Impact: No

Background Information: The County of Winnebago has always given the public notice of the date, time, and location of its regularly scheduled County Board meetings.

Recommendation: The Operations and Administrative Committee, chaired by Keith McDonald, has reviewed the resolution presented to the Board, and recommends its approval.

Contract/Agreement: N/A

Legal Review: Not necessary

Follow-Up: Not necessary

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

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

2021 CR

**RESOLUTION ESTABLISHING THE DATE, TIME AND LOCATION OF EACH MEETING OF
THE WINNEBAGO COUNTY BOARD**

WHEREAS, under provisions of 5ILCS 120/2.02, the County Board of the County of Winnebago, Illinois is required to provide public notice of the date, time, and location of its regularly scheduled meetings; and,

WHEREAS, the County Board of the County of Winnebago is required to hold regular meetings during the months of June and September and may hold additional regular meetings at such times as may be determined.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Board shall conduct its regular meetings on the 2nd and 4th Thursdays of each month of Fiscal Year 2022 at 6:00 pm., except as indicated hereunder (*):

October 14, 2021	April 14, 2022
October 28, 2021	April 28, 2022
November 9, 2021 (1st Tues)*	May 12, 2022
November 23, 2021 (4th Tues)*	May 26, 2022
December 9, 2021	June 9, 2022
December 21, 2021 (4th Tues)*	June 23, 2022
January 13, 2022	July 14, 2022
January 27, 2022	July 28, 2022
February 10, 2022	August 11, 2022
February 24, 2022	August 25, 2022
March 10, 2022	September 8, 2022
March 24, 2022	September 29, 2022 (5th Thurs)*

Respectfully Submitted,
**OPERATIONS & ADMINISTRATIVE
COMMITTEE**

AGREE

DISAGREE

KEITH MCDONALD, CHAIRMAN

KEITH MCDONALD, CHAIRMAN

JOHN BUTITTA, VICE CHAIRMAN

JOHN BUTITTA, VICE CHAIRMAN

JOE HOFFMAN

JOE HOFFMAN

DOROTHY REDD

DOROTHY REDD

JAIME SALGADO

JAIME SALGADO

PAUL ARENA

PAUL ARENA

JEAN CROSBY

JEAN CROSBY

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of 2021.

ATTESTED BY:

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

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



Resolution Executive Summary

Prepared By: Purchasing Department

Committee: Operations and Administrative Committee

Committee Date: 09/02/2021

Resolution Title: Resolution Authorizing the Chairman of the Winnebago County Board to Execute a Consulting Services Agreement for River Bluff Nursing Home

Board Meeting Date: 09/09/2021

Budget Information:

Was item budgeted? Yes	Appropriation Amount: as a percent
If not, explain funding source:	
ORG/OBJ/Project Code: 70500 - 43190	Budget Impact:

Background Information:

River Bluff Nursing Home is in need of the continued Management and Consulting Services agreement with Generations Healthcare Network. Generations Healthcare Network has agreed to lower compensation for their services to River Bluff Nursing Home.

Recommendation:

County Administrator, Patrick Thompson, recommends approval of a one-year consulting services agreement with Generations Healthcare Network (Resolution Exhibit A).

Contract/Agreement:

County Board Chairman to execute the agreement (see Resolution Exhibit A) for a one-year term with possible future renewals. See Executive Summary Attachment A, for the final redlined version of original vendor agreement.

Legal Review:

Yes – legal review completed last month and each of the SAO recommendations (redlined) edits were incorporated into the final agreement (Resolution Exhibit A).

Follow-Up:

Purchasing Department will ensure agreement signatures are obtained.

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

Sponsored by: Keith McDonald
Submitted by: Operations & Administrative Committee

2021 CR

**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE WINNEBAGO COUNTY BOARD TO
EXECUTE A CONSULTING SERVICES AGREEMENT FOR RIVER BLUFF NURSING HOME**

WHEREAS, River Bluff Nursing Home still requires professional consulting services; and,

WHEREAS, Generations Healthcare Network, an Illinois based firm that specializes in consulting services for nursing homes has been providing assistance since 2018; and,

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed Generations Healthcare Network agreement; and,

WHEREAS, the Operations & Administrative Committee has determined that the funding for the aforementioned purchase shall be as follows:

70500 - 43190

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Chairman of the Winnebago County Board execute an agreement on behalf of the County of Winnebago with GENERATIONS HEALTHCARE NETWORK, 6840 N. LINCOLN AVENUE, LINCOLNWOOD, ILLINOIS, 60712.

BE IT FURTHER RESOLVED, that any agreement entered into by the Chairman of the Winnebago County Board pursuant to the authority granted by this Resolution, shall contain substantially the same terms as those contained in the agreement attached hereto as Resolution Exhibit A.

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 County Administrator, River Bluff Nursing Home Administrator, Director of Purchasing, Finance Director, County Board Office and County Auditor.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIRMAN

KEITH McDONALD, CHAIRMAN

JOHN BUTITTA, VICE CHAIRPERSON

JOHN BUTITTA, VICE CHAIRMAN

PAUL ARENA

PAUL ARENA

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

DOROTHY REDD

DOROTHY REDD

JAIME SALGADO

JAIMIE SALGADO

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

Winnebago, Illinois this ____ day of _____ 2021.

ATTESTED BY:

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

LORI GUMMOW

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

EXECUTIVE SUMMARY ATTACHMENT A

CONSULTATION AGREEMENT

THIS CONSULTATION AGREEMENT (“Agreement”) is made and entered into as of _____, 2021 by and between COUNTY OF WINNEBAGO, ILLINOIS (hereinafter “*Operator*”) and GENERATIONS HEALTH CARE NETWORK, LLC, an Illinois limited liability company (hereinafter “*Consultant*”).

WITNESSETH

WHEREAS, Operator is the owner of a long term care facility commonly known as River Bluff Nursing Home (hereinafter the “*Facility*”) located at 4401 North Main Street, Rockford, Illinois, and commonly known as River Bluff (hereinafter the “*Premises*”); and

WHEREAS, Consultant is an independent contractor in the business of providing consultation and other services to long term care facilities; and

WHEREAS, Operator desires to engage Consultant to provide consultation services to Operator regarding the operation and maintenance of the Facility and the Premises; and

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals**. The recitals set forth above are hereby incorporated and made a part of this Agreement by this reference.
2. **Engagement of Consultant**. Operator hereby retains Consultant to provide Consulting Services, as hereinafter defined, regarding the operation of the Facility and maintenance of the Premises on the terms and conditions as are hereinafter set forth and Consultant accepts the aforesaid retention.
3. **Consulting Services**. Final decision-making authority for the Facility rests with the Winnebago County Board. Subject to said authority, Consultant shall provide Operator the following consulting services (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.

4. **Duties of the Operator.** The Operator is solely responsible for the residents, the care of the residents, the operation of the Facility and maintenance of the Facility. The Operator shall, at all times and in all matters, exercise care and due diligence and comply with all applicable laws, regulations and professional standards and ethics in the operation of the Facility, maintenance of the Premises, and employment of its personnel. All debts and liabilities of, or related to, the Facility and the Premises to any person or entity are and shall be the sole responsibility of the Operator, and shall be payable solely by the Operator.

5. **Consultant an Independent Contractor.** The parties agree that Consultant is an independent contractor and shall provide its Consulting Services, hereunder, solely as an independent contractor. No provision of this Agreement shall be construed to create between the parties the relationship of a partnership, joint venture, principal and agent, or employer and employee. Rather, at all times hereunder, the functions of the Consultant shall be performed in its capacity as an independent contractor. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party.

Notwithstanding anything to the contrary contained elsewhere herein, the parties hereto mutually acknowledge and agree each with the other that Consultant is an independent contractor and not an employee of Facility, and that Facility does not, and shall not, under any circumstances of any nature whatsoever, have any power, right and/or authority to:

- A.) issue assignments, schedule work, set quotas or time requirements for Contractor;
- B.) require Consultant to follow a routine work schedule;
- C.) require Consultant to report to a specific location and/or at regular intervals;
- D.) require Consultant to perform services a specific number of hours per day or per week;
- E.) require Consultant to keep and/or deliver to Facility a record of his/her time;
- F.) change the methods used by Consultant in performing his/her services;
- G.) have the right to appoint Consultant's supervisor, or otherwise to supervise, direct and/or control Consultant's work or performance in any manner whatsoever;
- H.) other than in accordance with this Agreement, prevent or prohibit Consultant from delegating the performance of his/her duties hereunder;
- I.) pay Consultant a regular salary;

J.) pay Consultant pensions, bonuses, vacation, holiday or sick pay, and/or provide Contractor any "benefit(s)" it routinely provides its employees;

K.) pay or reimburse the Consultant's state license and/or registration fee, if any;

L.) except as otherwise specifically set forth herein, if at all, reimburse Consultant for expenses incurred;

M.) carry Workmen's Compensation insurance and/or provide health, life and/or disability insurance for Consultant;

N.) deduct Social Security tax from Consultant's compensation;

O.) report Consultant's income to the I.R.S. on Form W-2, but rather on Form 1099;

P.) bond Consultant;

Q.) furnish Consultant with materials, supplies, tools or equipment;

(R.) furnish Consultant with transportation, business cards or expense account;

S.) other than in accordance with the non-competition terms of this Agreement, restrict Consultant regarding the terms and conditions of his/her sale of his/her services or choice of "customers";

T.) other than in accordance with the non-competition terms of this Agreement, assign or limit the territory in which the Consultant performs his/her services;

U.) other than in accordance with the terms of this Agreement, have a right to terminate this Agreement;

V.) require Consultant's attendance at meetings or training courses;

W.) guarantee the service performed by Consultant; and/or

X.) evaluate Consultant's performance.

6. **Non-Conflict Provision.** The parties acknowledge and agree that the Consultant may provide its Consulting Services, of the same or similar nature, to other businesses, including, but not limited to, other long term care facilities, and also competitors of Operator, during the term of this Agreement. Operator hereby consents to the right of the Consultant to provide Consulting Services to other, as aforesaid, notwithstanding that the Consultant's other clients may directly or indirectly compete with Operator. Consultant shall notify Operator promptly should it provide similar services to any competitor of Operator providing long term care services.

7. **Indemnity.** Except as otherwise provided herein, Operator agrees at all times and its own expense to indemnify and hold Consultant, its legal representatives, heirs, successors, assigns, managers, members, officers, directors, partners, employees, agents and attorneys harmless from and against and in respect of any and all charges, claims, demands, causes, of action, inquiries, losses, judgments, decrees, damages, penalties, liabilities, obligations, costs and expenses of every kind and nature, whether or not groundless, including, without limitation, attorneys’ fees and court cost, by reason of, based upon, relating to, in connection with or arising out of, directly or indirectly (i) any performance by Consultant of any and/or all Consulting Services hereunder, (ii) any breach of any obligation to any person to whom services are to be provided by the Facility, (iii) any provision of resident care, or failure to provide resident care, or (iv) any violation of any applicable law, regulation or mandatory ethical or professional standard. Consultant shall indemnify and hold harmless the Operator, its elected officials, employees and agents from and against all claims, damages, losses and expenses, including attorney’s fees and court costs, arising out of, or in consequence of, any negligent or intentional act or omission of Consultant, its employees or agents.

8. **Compensation.** Operator shall pay the Consultant an annual fee (“*Fee*”) as set forth on **Exhibit A** attached hereto and made a part hereof. It is contemplated by Operator that the Fee set forth on **Exhibit A** is the initial Fee which shall be paid by Operator in the first year of this Agreement and that each year on the anniversary date of this agreement throughout the term of this Agreement the Fee shall not automatically be ratified.

9. **Reimbursement for Cost.** In addition to, and not as a part of its Fee, Consultant shall be entitled to reimbursement for all of Consultant’s reasonable costs and expenses incurred in the performance of its duties hereunder. Reasonable costs and expenses shall ~~This includes~~ reimbursement for travel expenses at the agreed upon rate of sixty five cents (\$0.65) per mile, but prior to ~~any other costs and expenses being incurred by the Consultant, the parties shall agree in writing for reimbursement.~~ Operator shall not reimburse Consultant for the cost of food and lodging.

10. **Insurance.** Consultant acknowledges that the Operator is self-insured for liability at the Facility. Consultant shall maintain, at its own expense, except as otherwise provided, insurance coverage for Consultant, its employees, officers and independent contractors, in the minimum amounts specified below:

Worker’s Compensation	Statutory
Employer’s Liability	
A. Each Accident	\$1,000,000

B. Each Employee-disease	\$1,000,000
C. Policy Aggregate-disease	\$1,000,000
Commercial General Liability	
A. Per Occurrence	\$1,000,000
B. General Aggregate	
a. General Aggregate-per project	\$3,000,000
b. General Aggregate-products/ completed operations	\$1,000,000
Business Auto Liability	\$1,000,000
Professional Errors and Omissions	\$2,000,000

Operator shall reimburse Consultant up to \$20,000 per year for the cost of Professional Errors and Omissions coverage. All required insurance shall be maintained by Consultant in full force and effect during the life of this Agreement. Such coverage shall be placed with a responsible company acceptable to Operator, licensed to do business in the State of Illinois. Consultant shall provide Operator with proof of coverage upon request.

11. **Term.** The term of Agreement shall commence on August 1, 2021 will continue thereafter for the following one (1) calendar year, expiring on July 31, 2022, unless sooner terminated as set forth herein, and, upon County Board approval, may be renewed for additional renewal terms if elected by the County Administrator. (the “*Term*”).

12. **Termination.** Operator and Consultant hereby expressly acknowledged and agree that this Agreement may be terminated by either party for any reason upon sixty (60) days written notice to the other party. This Agreement may be terminated immediately for (i) fraud or misappropriation of funds; (ii) breach of this Agreement; (iii) the sale of the Facility to a third party unrelated to any of the parties hereto and in which neither the parties hereto nor their principals (or their principals heirs) have any investment interest, ownership interest; (iv) the lease of the Facility to a third party unrelated to any of the parties hereto and in which neither the parties hereto nor their principals (or their principals heirs) have any investment, ownership interest or management interest; or (v) the mutual consent of both parties hereto evidenced by a written instrument executed by both parties.

13. **Waiver.** The waiver by Operator or Consultant of any breach of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of any prior or subsequent breach of such term, covenant or condition or of any breach of any term, covenant or condition of this Agreement.

14. **Notices.** Unless otherwise designated to the other by written notice given in the manner stated below, all notices given hereunder shall be in writing and shall be deemed to have

been given when delivered personally, by overnight courier service or deposited in the United States mail, postage prepaid, certified or registered, return receipt requested, addressed as follows:

If to Operator: Winnebago County, Illinois
404 Elm Street
Rockford, Illinois 61101
Attention: County Administrator

If to Consultant: Generations Health Care Network
6840 N. Lincoln Ave.
Lincolnwood, IL 60712
Attention: Bryan G. Barrish

15. **Attorneys' Fees.** If an action shall be brought to recover any compensation or reimbursement due under this Agreement, for or on account of any breach of this Agreement or to enforce or interpret any of the terms, covenants or conditions of this Agreement, [the parties hereto acknowledge and agree that each party shall be responsible for their own costs, charges, expenses, and their reasonable attorney's fees arising as a result thereof.](#) ~~the prevailing party shall be entitled to receive reasonable attorneys' fees from the other party.~~
16. **Further Actions.** The parties hereto agree to take such additional actions to execute, file or record any and all such additional documents or instruments as may be necessary or desirable in order to carry out the intents and purposes of this Agreement.
17. **Severability.** In the event any court, administrative agency or other governmental entity with jurisdiction and authority to interpret this Agreement or any portion hereof or to otherwise control any performance hereunder determines that any term or combination of terms is invalid or unenforceable, such term or terms shall be construed in such a way as to accomplish the apparent purpose of such term or terms and this Agreement to the greatest extent possible. If, notwithstanding the intentions and directions of the parties hereto which are set forth herein, any such court, administrative agency or other governmental entity finds any term or combination or terms to be invalid or unenforceable under applicable law, such determination shall not affect, impair or render invalid or unenforceable the remainder of this Agreement nor any other clause, phrase, provision or portion hereof.
18. **Confidentiality.** Consultant and Operator agree to keep the terms and conditions of this Consultation Agreement, and all documents and agreements related thereto, secret and confidential and not disclose the same without the prior written consent of the other party

hereto, except as may be required by law (including the Illinois Freedom of Information Act), court rule and/or an order of court of competent jurisdiction, provided that prior to any such disclosure, and as soon as practicable after receipt of a court order, if applicable, the requested party shall provide sufficient notice to the other party so that it has an opportunity to object to the disclosure.

19. **Binding Effect.** Each of the respective provisions of this Agreement shall be binding upon and shall inure to the benefit of each of the parties and their respective legal representatives, heirs, successors, assigns, partners, shareholders directors, members, managers, officers, employees and agents.
20. **Pronouns and Headings.** As used herein, all pronouns shall include the masculine, feminine, neuter, singular and plural thereof wherever the context and facts require such construction. The headings, titles and subtitles herein are inserted for convenience of reference only and are not to be construed as part of this Agreement or as in way defining, limiting, or amplifying its provisions.
21. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois. Venue shall be in the Circuit Court of Winnebago County.
22. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and may not be amended or modified except by an instrument in writing signed by all of the parties to this Agreement.
23. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which shall be considered but one and the same agreement, and shall become effective when one or more counterparts have been executed by each of the parties. A facsimile copy or photocopy of this Agreement, containing facsimile copies or photocopies of the signatures or initials of any party shall be deemed sufficient evidence of the party's action or intent and shall be binding upon the party.

CONTINUED WITH SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

OPERATOR:

County of Winnebago, Illinois

CONSULTANT:

Generations Healthcare Network, LLC

By: Joseph Chiarelli, Chairman of the
County Board of Winnebago, Illinois

By: One of its Managers

Attested by:

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

EXHIBIT A

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 2.5% of Residential Income, plus Ancillary Fees [as outlined in Paragraph 9 of the Consultation Agreement](#), ~~minus Contractual Allowances~~. In the event that 2.5% of Resident Income is less than \$25,000 per month, the Operator agrees to pay no less than \$25,000 per month, plus Ancillary Fees, minus Contractual Allowances.

RESOLUTION EXHIBIT A

CONSULTATION AGREEMENT

THIS CONSULTATION AGREEMENT (“Agreement”) is made and entered into as of _____, 2021 by and between COUNTY OF WINNEBAGO, ILLINOIS (hereinafter “*Operator*”) and GENERATIONS HEALTH CARE NETWORK, LLC, an Illinois limited liability company (hereinafter “*Consultant*”).

WITNESSETH

WHEREAS, Operator is the owner of a long term care facility commonly known as River Bluff Nursing Home (hereinafter the “*Facility*”) located at 4401 North Main Street, Rockford, Illinois, and commonly known as River Bluff (hereinafter the “*Premises*”); and

WHEREAS, Consultant is an independent contractor in the business of providing consultation and other services to long term care facilities; and

WHEREAS, Operator desires to engage Consultant to provide consultation services to Operator regarding the operation and maintenance of the Facility and the Premises; and

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals**. The recitals set forth above are hereby incorporated and made a part of this Agreement by this reference.
2. **Engagement of Consultant**. Operator hereby retains Consultant to provide Consulting Services, as hereinafter defined, regarding the operation of the Facility and maintenance of the Premises on the terms and conditions as are hereinafter set forth and Consultant accepts the aforesaid retention.
3. **Consulting Services**. Final decision-making authority for the Facility rests with the Winnebago County Board. Subject to said authority, Consultant shall provide Operator the following consulting services (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.

4. **Duties of the Operator.** The Operator is solely responsible for the residents, the care of the residents, the operation of the Facility and maintenance of the Facility. The Operator shall, at all times and in all matters, exercise care and due diligence and comply with all applicable laws, regulations and professional standards and ethics in the operation of the Facility, maintenance of the Premises, and employment of its personnel. All debts and liabilities of, or related to, the Facility and the Premises to any person or entity are and shall be the sole responsibility of the Operator, and shall be payable solely by the Operator.

5. **Consultant an Independent Contractor.** The parties agree that Consultant is an independent contractor and shall provide its Consulting Services, hereunder, solely as an independent contractor. No provision of this Agreement shall be construed to create between the parties the relationship of a partnership, joint venture, principal and agent, or employer and employee. Rather, at all times hereunder, the functions of the Consultant shall be performed in its capacity as an independent contractor. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party.

Notwithstanding anything to the contrary contained elsewhere herein, the parties hereto mutually acknowledge and agree each with the other that Consultant is an independent contractor and not an employee of Facility, and that Facility does not, and shall not, under any circumstances of any nature whatsoever, have any power, right and/or authority to:

- A.) issue assignments, schedule work, set quotas or time requirements for Contractor;
- B.) require Consultant to follow a routine work schedule;
- C.) require Consultant to report to a specific location and/or at regular intervals;
- D.) require Consultant to perform services a specific number of hours per day or per week;
- E.) require Consultant to keep and/or deliver to Facility a record of his/her time;
- F.) change the methods used by Consultant in performing his/her services;
- G.) have the right to appoint Consultant's supervisor, or otherwise to supervise, direct and/or control Consultant's work or performance in any manner whatsoever;
- H.) other than in accordance with this Agreement, prevent or prohibit Consultant from delegating the performance of his/her duties hereunder;
- I.) pay Consultant a regular salary;

J.) pay Consultant pensions, bonuses, vacation, holiday or sick pay, and/or provide Contractor any “benefit(s)” it routinely provides its employees;

K.) pay or reimburse the Consultant's state license and/or registration fee, if any;

L.) except as otherwise specifically set forth herein, if at all, reimburse Consultant for expenses incurred;

M.) carry Workmen's Compensation insurance and/or provide health, life and/or disability insurance for Consultant;

N.) deduct Social Security tax from Consultant's compensation;

O.) report Consultant's income to the I.R.S. on Form W-2, but rather on Form 1099;

P.) bond Consultant;

Q.) furnish Consultant with materials, supplies, tools or equipment;

(R.) furnish Consultant with transportation, business cards or expense account;

S.) other than in accordance with the non-competition terms of this Agreement, restrict Consultant regarding the terms and conditions of his/her sale of his/her services or choice of "customers";

T.) other than in accordance with the non-competition terms of this Agreement, assign or limit the territory in which the Consultant performs his/her services;

U.) other than in accordance with the terms of this Agreement, have a right to terminate this Agreement;

V.) require Consultant’s attendance at meetings or training courses;

W.) guarantee the service performed by Consultant; and/or

X.) evaluate Consultant’s performance.

6. **Non-Conflict Provision.** The parties acknowledge and agree that the Consultant may provide its Consulting Services, of the same or similar nature, to other businesses, including, but not limited to, other long term care facilities, and also competitors of Operator, during the term of this Agreement. Operator hereby consents to the right of the Consultant to provide Consulting Services to other, as aforesaid, notwithstanding that the Consultant’s other clients may directly or indirectly compete with Operator. Consultant shall notify Operator promptly should it provide similar services to any competitor of Operator providing long term care services.

7. **Indemnity.** Except as otherwise provided herein, Operator agrees at all times and its own expense to indemnify and hold Consultant, its legal representatives, heirs, successors, assigns, managers, members, officers, directors, partners, employees, agents and attorneys harmless from and against and in respect of any and all charges, claims, demands, causes, of action, inquiries, losses, judgments, decrees, damages, penalties, liabilities, obligations, costs and expenses of every kind and nature, whether or not groundless, including, without limitation, attorneys’ fees and court cost, by reason of, based upon, relating to, in connection with or arising out of, directly or indirectly (i) any performance by Consultant of any and/or all Consulting Services hereunder, (ii) any breach of any obligation to any person to whom services are to be provided by the Facility, (iii) any provision of resident care, or failure to provide resident care, or (iv) any violation of any applicable law, regulation or mandatory ethical or professional standard. Consultant shall indemnify and hold harmless the Operator, its elected officials, employees and agents from and against all claims, damages, losses and expenses, including attorney’s fees and court costs, arising out of, or in consequence of, any negligent or intentional act or omission of Consultant, its employees or agents.

8. **Compensation.** Operator shall pay the Consultant an annual fee (“*Fee*”) as set forth on **Exhibit A** attached hereto and made a part hereof. It is contemplated by Operator that the Fee set forth on **Exhibit A** is the initial Fee which shall be paid by Operator in the first year of this Agreement and that each year on the anniversary date of this agreement throughout the term of this Agreement the Fee shall not automatically be ratified.

9. **Reimbursement for Cost.** In addition to, and not as a part of its Fee, Consultant shall be entitled to reimbursement for all of Consultant’s reasonable costs and expenses incurred in the performance of its duties hereunder. Reasonable costs and expenses shall include reimbursement for travel expenses at the agreed upon rate of sixty five cents (\$0.65) per mile, but prior to any other costs and expenses being incurred by the Consultant, the parties shall agree in writing for reimbursement. Operator shall not reimburse Consultant for the cost of food and lodging.

10. **Insurance.** Consultant acknowledges that the Operator is self-insured for liability at the Facility. Consultant shall maintain, at its own expense, except as otherwise provided, insurance coverage for Consultant, its employees, officers and independent contractors, in the minimum amounts specified below:

Worker’s Compensation	Statutory
Employer’s Liability	
A. Each Accident	\$1,000,000

B. Each Employee-disease	\$1,000,000
C. Policy Aggregate-disease	\$1,000,000
Commercial General Liability	
A. Per Occurrence	\$1,000,000
B. General Aggregate	
a. General Aggregate-per project	\$3,000,000
b. General Aggregate-products/ completed operations	\$1,000,000
Business Auto Liability	\$1,000,000
Professional Errors and Omissions	\$2,000,000

Operator shall reimburse Consultant up to \$20,000 per year for the cost of Professional Errors and Omissions coverage. All required insurance shall be maintained by Consultant in full force and effect during the life of this Agreement. Such coverage shall be placed with a responsible company acceptable to Operator, licensed to do business in the State of Illinois. Consultant shall provide Operator with proof of coverage upon request.

11. **Term.** The term of Agreement shall commence on August 1, 2021 will continue thereafter for the following one (1) calendar year, expiring on July 31, 2022, unless sooner terminated as set forth herein, and, upon County Board approval, may be renewed for additional renewal terms if elected by the County Administrator. (the “*Term*”).

12. **Termination.** Operator and Consultant hereby expressly acknowledged and agree that this Agreement may be terminated by either party for any reason upon sixty (60) days written notice to the other party. This Agreement may be terminated immediately for (i) fraud or misappropriation of funds; (ii) breach of this Agreement; (iii) the sale of the Facility to a third party unrelated to any of the parties hereto and in which neither the parties hereto nor their principals (or their principals heirs) have any investment interest, ownership interest; (iv) the lease of the Facility to a third party unrelated to any of the parties hereto and in which neither the parties hereto nor their principals (or their principals heirs) have any investment, ownership interest or management interest; or (v) the mutual consent of both parties hereto evidenced by a written instrument executed by both parties.

13. **Waiver.** The waiver by Operator or Consultant of any breach of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of any prior or subsequent breach of such term, covenant or condition or of any breach of any term, covenant or condition of this Agreement.

14. **Notices.** Unless otherwise designated to the other by written notice given in the manner stated below, all notices given hereunder shall be in writing and shall be deemed to have

been given when delivered personally, by overnight courier service or deposited in the United States mail, postage prepaid, certified or registered, return receipt requested, addressed as follows:

If to Operator: Winnebago County, Illinois
404 Elm Street
Rockford, Illinois 61101
Attention: County Administrator

If to Consultant: Generations Health Care Network
6840 N. Lincoln Ave.
Lincolnwood, IL 60712
Attention: Bryan G. Barrish

15. **Attorneys' Fees.** If an action shall be brought to recover any compensation or reimbursement due under this Agreement, for or on account of any breach of this Agreement or to enforce or interpret any of the terms, covenants or conditions of this Agreement, the parties hereto acknowledge and agree that each party shall be responsible for their own costs, charges, expenses, and their reasonable attorney's fees arising as a result thereof.
16. **Further Actions.** The parties hereto agree to take such additional actions to execute, file or record any and all such additional documents or instruments as may be necessary or desirable in order to carry out the intents and purposes of this Agreement.
17. **Severability.** In the event any court, administrative agency or other governmental entity with jurisdiction and authority to interpret this Agreement or any portion hereof or to otherwise control any performance hereunder determines that any term or combination of terms is invalid or unenforceable, such term or terms shall be construed in such a way as to accomplish the apparent purpose of such term or terms and this Agreement to the greatest extent possible. If, notwithstanding the intentions and directions of the parties hereto which are set forth herein, any such court, administrative agency or other governmental entity finds any term or combination or terms to be invalid or unenforceable under applicable law, such determination shall not affect, impair or render invalid or unenforceable the remainder of this Agreement nor any other clause, phrase, provision or portion hereof.
18. **Confidentiality.** Consultant and Operator agree to keep the terms and conditions of this Consultation Agreement, and all documents and agreements related thereto, secret and confidential and not disclose the same without the prior written consent of the other party hereto, except as may be required by law (including the Illinois Freedom of Information

Act), court rule and/or an order of court of competent jurisdiction, provided that prior to any such disclosure, and as soon as practicable after receipt of a court order, if applicable, the requested party shall provide sufficient notice to the other party so that it has an opportunity to object to the disclosure.

19. **Binding Effect.** Each of the respective provisions of this Agreement shall be binding upon and shall inure to the benefit of each of the parties and their respective legal representatives, heirs, successors, assigns, partners, shareholders directors, members, managers, officers, employees and agents.
20. **Pronouns and Headings.** As used herein, all pronouns shall include the masculine, feminine, neuter, singular and plural thereof wherever the context and facts require such construction. The headings, titles and subtitles herein are inserted for convenience of reference only and are not to be construed as part of this Agreement or as in way defining, limiting, or amplifying its provisions.
21. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois. Venue shall be in the Circuit Court of Winnebago County.
22. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and may not be amended or modified except by an instrument in writing signed by all of the parties to this Agreement.
23. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which shall be considered but one and the same agreement, and shall become effective when one or more counterparts have been executed by each of the parties. A facsimile copy or photocopy of this Agreement, containing facsimile copies or photocopies of the signatures or initials of any party shall be deemed sufficient evidence of the party's action or intent and shall be binding upon the party.

CONTINUED WITH SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

OPERATOR:

County of Winnebago, Illinois

CONSULTANT:

Generations Healthcare Network, LLC

By: Joseph Chiarelli, Chairman of the
County Board of Winnebago, Illinois

By: One of its Managers

Attested by:

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

EXHIBIT A

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 2.5% of Residential Income, plus Ancillary Fees as outlined in Paragraph 9 of the Consultation Agreement, In the event that 2.5% of Resident Income is less than \$25,000 per month, the Operator agrees to pay no less than \$25,000 per month, plus Ancillary Fees, minus Contractual Allowances.