

A M E N D E D A G E N D A

Presentations - “Domestic Violence Grant Update” – Presented by Judge Rosemary Collins

Proclamations - None

Public Participation - None

Minutes

“May I Please Have a Motion to Approve the Minutes from the December 7, 2017 Meeting and to Layover the Minutes from the December 21, 2017 Meeting.

Announcements & Communications-----MARGIE MULLINS

**“The Items Listed Below Were Received as Correspondence”
Chairman Haney To Be “PLACED ON FILE”.**

- 1. County Clerk Mullins received from the United States Nuclear Regulatory Commission the following:**
 - A. Response to Disputed Non-Cited Violation Documented in Byron Station, Units 1 and 2 – Evaluations of Changes, Tests, and Experiments Baseline Inspection Report 05000454/2017009; 05000455/2017009 (Received 1-2-18)**
 - B. Byron Station, Units 1 and 2 – NRC Security Baseline Inspection Report 95999454/2017403; 05000455/20117403 (Received 1-2-18)**
 - C. Federal Register / Vol. 83, No. 1 / Tuesday, January 2, 2018 / Notices**
 - D. Byron Station, Units 1 and 2 – NRC Initial License Examination Report 05000454/2017301; 05000455/2017301**
 - E. Byron Station, Unit 1 – Relief from the Requirements of the ASME Code (CAC No. MF9854;EPID L-2017-LLR-0042) (Received 1-12-18)**
 - F. Byron Station, Units 1 and 2 – Information Request for the Cyber-Security Full Implementation Inspection, Notification to Perform Inspection 0500045/2018410; 05000rtt/2018410 (Received 1-12-18)**
 - G. Federal Register / Vol. 83, No. 10 / Tuesday, January 15, 2018 (Received 1/16/18)**

- H. Byron Station, Units 1 and 2 – Information Request to Support Upcoming Temporary Instruction 2515/194 Inspection (Received 1/22/18)**
 - I. Byron Station, Units 1 and 2 – Staff Review of Mitigating Strategies Assessment Report of the Impact of the Reevaluated Seismic Hazard Developed in Response to the March 12, 2012, 50.54(f) Letter (CAC Nos. MF7809 and MF 7810; EPID L-2016-JLD-0006) (Received 1/22/18)**
 - J. Revised Transmittal Letter to Petitioner Section 2.206 (Received 1-25-18)**
- 2. County Clerk Mullins received the following from Charter Communications:**
- A. Spectrum Television Channel Line-up – Channel Changes for the following:**
 - a. County of Winnebago**
 - b. Township of Rockton**
 - c. Township of Roscoe**
 - d. Township of Harlem**
 - B. Letter Regarding Quarterly Franchise Fee Payment for Village of Rockton**
- 3. County Clerk Mullins received the following from the Illinois Environmental Protection Agency:**
- A. A Notice of Application for Permit to Manage Waste; Description of Project: Alternate source demonstration for the third quarter 2017 confirmed exceedances of dissolved sulfate at G170 and total dissolved solids at G180. (NExp)**
 - B. A Notice of Application for Permit to Manage Waste; Description of Project: Application providing the 5 Year Permit Renewal for Permit No. 1991-138-LF. (N&S)**
 - C. Re: J & M Plating Co. (Illinois EPA BOA ID #201030BDA) Construction Permit (18010003); Federally Enforceable State Operating Permit (08090025)**
 - D. Re: Organization Contact Information; Preference for Email Notification**
- 4. County Clerk Mullins received from Winnebago County Recorder Nancy L. McPherson the Monthly Report for December, 2017.**
- 5. County Clerk Mullins received from Theresa Grennan, Chief Deputy Winnebago County Treasurer the Investments Report as of January 2018.**
- 6. County Clerk Mullins received from ComEd a letter of their intention to perform vegetation management activities on distribution circuits in our area within the next few months.**

7. County Clerk Mullins received from the Illinois Department of Corrections a copy of the recent inspection report for the Winnebago County Jail.

GO TO REGULAR AGENDA

REVISED
01/23/18
WINNEBAGO COUNTY BOARD
AGENDA



Winnebago County Courthouse
400 West State Street ~ Rockford, IL 61101
County Board Room ~ 8th Floor

Thursday, January 25, 2018
5:45 p.m. Reception for County Clerk Margie Mullins

6:00 p.m. County Board Meeting

Awards, Proclamations, Presentations, Public Hearings, and Public Participation

- Awards – None
- Presentations – “Revenue Update” – Presented by Carla Paschal, County Administrator
“Domestic Violence Grant Update” – Presented by Judge Rosemary Collins
- Proclamations – None

Board Member Correspondence

Chairman’s Report

- Sheriff’s Department Budget
- Host Fees
- Strategic Planning
- Acceptance of Resignation of County Clerk
- 911
- ACT

Consent Agenda

- Raffle Report
- Bills

Standing Committee Reports

1. Finance Committee – Ted Biondo, Committee Chairman

- A. Committee Report
- B. Budget Amendment 2018-013 – Animal Services Donation to be Laid Over
- C. Budget Amendment 2018-014 – Finalize Health Insurance Allocations for Fiscal Year 2018 to be Laid Over

- D. Budget Amendment 2018-015 – Problem Solving Courts Position Line Item Transfer to be Laid Over
- E. Budget Amendment 2018-016 – County Board Office Line Item Transfer to be Laid Over
- F. Resolution Authorizing the Settlement of Pending Litigation

2. Zoning Committee – Jim Webster, Committee Chairman

A. Planning and/or Zoning Requests:

- 1. Z-19-17: Rezoning from AG to IG, located at 4498 S. Perryville Road in Cherry Valley Township, District 11 to be Laid Over
- 2. SU-11-17: Special Use in IG to allow an outdoor/contractor storage yard, located at 4498 S. Perryville Road in Cherry Valley Township, District 11 to be Laid Over
- 3. V-03-17: Variance to reduce minimum height of solid fence located at 4498 S. Perryville Road in Cherry Valley Township, District 11 to be Laid Over
- 4. V-04-17: Variance to waive the hard surface requirement located at 4498 S. Perryville Road in Cherry Valley Township, District 11 to be Laid Over
- 5. V-05-17: Variance to increase the maximum height requirement for light pole(s) accessory to a single family dwelling located at 7244 Warblers Way in Roscoe Township, District 4 to be Laid Over
- 6. Z-20-17: Rezoning from AG to R2, located at 8980 Cunningham Road in Winnebago Township, District 1 to be Laid Over

B. Committee Report

3. Economic Development Committee – Fred Wescott, Committee Chairman

A. Committee Report

- B. Resolution Granting Authority to the Winnebago County Board Chairman to Execute the Documents Necessary to Make \$20,000 Revolving Loan Fund Loan to Buddha Belly, Inc.

4. Operations & Administrative Committee – Gary Jury, Committee Chairman

A. Committee Report

- B. Resolution Appointing Authorized Agent for IMRF
- C. Resolution Appointing Chapman and Cutler LLP as Bond Counsel for the County of Winnebago
- D. Resolution Awarding Bids for Garbage Collection Services
- E. Resolution Authorizing the Administrator of River Bluff Nursing Home to Enter into a Participating Provider Agreement
- F. Resolution Authorizing a New Elevator Maintenance Contract
- G. Resolution Awarding a New Therapy Services Contract
- H. Resolution Authorizing the Management of River Bluff Nursing Home by Contract Pursuant to 55 ILCS 5/5-21006

5. Public Works Committee – Dave Kelley, Committee Chairman

A. Committee Report

6. Public Safety Committee – Dave Fiduccia, Committee Chairman

- A. Committee Report
- B. Resolution Authorizing Carcass Disposal Contract
- C. Resolution Renewing Annual Maintenance Agreement for X-Ray Scanners
- D. Resolution Authorizing the Purchase of Pre-Owned Vehicles for Animal Services
- E. Resolution Declaring that the Unlawful Distribution of Prescription Controlled Substances has Created a Public Nuisance and a Serious Public Health and Safety Crisis for the Citizens of Winnebago County
- F. Resolution Authorizing Execution of a Collective Bargaining Agreement with the Illinois Fraternal Order of Police Labor Council Representing Deputies in the Office of the Winnebago County Sheriff

Ad Hoc Committees

Government Affairs & Strategic Planning Committee – Eli Nicolosi, Committee Chairman

- A. Committee Report

Unfinished Business

New Business

Appointment(s):

Appointment of County Clerk to serve remainder of unexpired term

North Park Fire Protection District

December 1, 2017 – November 30, 2020

Jeff Vaughan

Adjournment

Next Meeting: Thursday, February 8, 2018

CHAIRMAN'S REPORT

CONSENT AGENDA

RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by
12 different organizations for 30 Raffles.

All applying organizations have complied with the requirements of the Winnebago
County Raffle Ordinance. All fees have been collected, bonds received and all
individuals involved with the raffles have received the necessary Sheriff's
Department clearance.

The Following Have Requested A Class A, General License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
29659	1	HOLY FAMILY CATHOLIC SCHOOL	01/16/2018-02/03/2018	\$1,000.00
29660	1	ROCKFORD ICEHOGS BOOSTER CLUB	01/23/2018-01/23/2018	\$2,000.00
29661	1	ROCKFORD ICEHOGS BOOSTER CLUB	01/26/2018-01/26/2018	\$2,000.00
29662	1	ROCKFORD ICEHOGS BOOSTER CLUB	02/02/2018-02/02/2018	\$2,000.00
29663	1	ROCKFORD ICEHOGS BOOSTER CLUB	02/07/2018-02/07/2018	\$2,000.00
29664	1	ROCKFORD ICEHOGS BOOSTER CLUB	02/09/2018-02/09/2018	\$2,000.00
29665	1	ROCKFORD ICEHOGS BOOSTER CLUB	02/13/2018-02/13/2018	\$2,000.00
29666	1	ROCKFORD ICEHOGS BOOSTER CLUB	02/17/2018-02/17/2018	\$2,000.00
29667	1	ROCKFORD ICEHOGS BOOSTER CLUB	02/28/2018-02/28/2018	\$2,000.00
29668	1	ROCKFORD ICEHOGS BOOSTER CLUB	03/03/2018-03/03/2018	\$2,000.00
29669	1	ROCKFORD ICEHOGS BOOSTER CLUB	03/13/2018-03/13/2018	\$2,000.00
29670	1	ROCKFORD ICEHOGS BOOSTER CLUB	03/23/2018-03/23/2018	\$2,000.00
29671	1	ROCKFORD ICEHOGS BOOSTER CLUB	03/24/2018-03/24/2018	\$2,000.00
29672	1	ROCKFORD ICEHOGS BOOSTER CLUB	03/31/2018-03/31/2018	\$2,000.00
29673	1	WHITE EAGLE CLUB OF ROCKFORD	01/19/2018-01/19/2018	\$500.00
29674	1	WHITE EAGLE CLUB OF ROCKFORD	02/16/2018-02/16/2018	\$500.00
29675	1	WHITE EAGLE CLUB OF ROCKFORD	03/16/2018-03/16/2018	\$500.00

29676	1	WHITE EAGLE CLUB OF ROCKFORD	03/30/2018-03/30/2018	\$500.00
29677	1	WHITE EAGLE CLUB OF ROCKFORD	04/20/2018-04/20/2018	\$500.00
29679	1	ARTIST'S ENSEMBLE THEATER	02/09/2018-05/27/2018	\$1,300.00
29680	1	GERMAN SOCIETY OF ROCKFORD	03/17/2018-03/17/2018	\$4,000.00
29681	1	GERMAN SOCIETY OF ROCKFORD	02/10/2018-02/10/2018	\$4,000.00
29682	1	HARLEM COMMUNITY CENTER	02/05/2018-06/02/2018	\$2,000.00
29683	1	I.A.F.F. LOCAL 413/ROCKFORD FIREFIGHTERS	01/26/2018-03/03/2018	\$850.00
29684	1	ROCKFORD PARK DISTRICT FOUNDATION	02/03/2018-02/03/2018	\$4,999.00
29685	1	WHITE EAGLE CLUB OF ROCKFORD	02/04/20108-02/04/2018	\$600.00

The Following Have Requested A Class B, MULTIPLE (2, 3 OR 4) LICENSE

LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT

The Following Have Requested A Class C, One Time Emergency License

LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
29678	1	KEITH SCHOON BENEFIT	01/20/2018-01/20/2018	\$1,000.00
29686	1	DLI FUNDRAISER FOR DUSTIN INSKO	02/24/2018-02/24/2018	\$500.00

The Following Have Requested A Class D, E, & F Limited Annual License

LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
29687	1	BLACKHAWK ATHLETIC CLUB	02/02/2018-02/01/2019	\$4,999.00
29688	1	ROSCOE VFW POST #2955	02/09/2018-02/09/2019	\$230.00

This concludes my report

Deputy Clerk Angela Reina

MARGIE M. MULLINS,
Winnebago County Clerk

Date 25-Jan-18

RESOLUTION

TO THE HONORABLE COUNTY BOARD OF WINNEBAGO COUNTY:

Your County Auditor respectfully submits the following summarized report of the claims to be paid and approved:

	<u>FUND NAME</u>	<u>RECOMMENDED FOR PAYMENT</u>
001	GENERAL FUND	4,026,216.36
101	PUBLIC SAFETY TAX	1,550,196.17
103	DOCUMENT STORAGE FUND	51,239.90
104	TREASURER'S DELINQUENT TAX FU	3,715.28
105	VITAL RECORDS FEE FUND	1,256.36
106	RECORDERS DOCUMENT FEE FUND	20,554.42
107	COURT AUTOMATION FUND	15,444.40
110	CHILD SUPPORT & COLLECTIN FE	7,067.41
111	CHILDREN'S WAITING ROOM FUND	11,773.83
112	RENTAL HOUSING FEE FUND	24,732.00
114	911 OPERATIONS FUND	95,556.04
115	PROBATION SERVICE FUND	2,903.44
116	HOST FEE FUND	10,000.00
118	NEUTRAL SITE CUSTODY EXCHANGE	23,850.00
120	DEFERRED PROSECUTION PROGRAM	3,775.58
126	LAW LIBRARY	13,472.80
131	DETENTION HOME	253,381.92
140	WINGIS GEOR INFO SYSTEMS FUND	12,115.96
145	FORECLOSURE MEDIATION FUND	2,077.82
155	MEMORIAL HALL	11,691.35
158	CHILD ADVOCACY PROJECT	42,599.46
161	COUNTY HIGHWAY	522,116.19
162	COUNTY BRIDGE FUND	12,451.53
163	FEDERAL AID MATCHING FUND	38,402.27
164	MOTOR FUEL TAX FUND	340,531.42
168	TOWNSHIP BRIDGE	41,201.98
181	VETERANS ASSISTANCE FUND	107,640.35
185	HEALTH INSURANCE	1,182,724.10
192	EMPLOYER SOCIAL SECURITY FUND	339,035.38
193	ILLINOIS MUNICIPAL RETIRE	554,060.60
194	TORT JUDGMENT & LIABILITY	914,806.60
200	2013A SERIES REFUNDING BONDS	1,276,700.00
201	2013B ADMIN	939,350.00
208	2013C SERIES REFUNDED BONDS	606,900.00
214	2013E DEBT SERVICE FUND	55,737.50
215	2016A REFUNDING BONDS	49,700.00
216	2017B GO REFUNDING BONDS	96,275.00
219	2017A GO DEBT CERTIFICATES	416,200.00
227	2015A DEBT CERTIFICATES	343,100.00
229	2016D REFUNDING	1,362,050.00
230	2016E REFUNDING	328,225.00
235	2007A FENDERAL AID MATCH-ADMIN	669,250.00
239	COURT CASE MGMT DEBT SERVICE	603,700.00
240	2008 SIREN DEBT CERTIFICATES	436,345.00

CONTINUATION

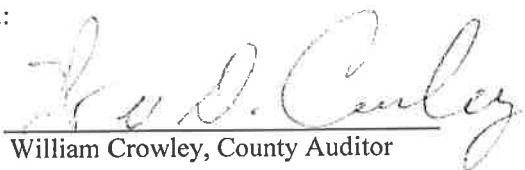
	<u>FUND NAME</u>	<u>RECOMMENDED FOR PAYMENT</u>
241	2010A TORT FUND ALT BOND FUND	619,912.50

242	2010C HEALTH BLDG	254,840.63
243	2011B REFUNDING PSSST BONDS	1,020,075.00
244	2012A GO DEBT CERTIFICATES	53,776.49
245	2012B ALT REFUNDING BONDS	455,250.00
246	2012C ALT REFUNDING BONDS	238,650.00
247	2012D ALT REFUNDING BONDS	973,312.50
248	2012E DEBT CERTIFICATES	301,912.50
249	2012F DEBT CERTIFICATES	61,871.88
250	2012G DEBT CERTIFICATES	25,200.00
252	2017C DEBT SERVICE FUND	323,296.11
301	HEALTH GRANTS	604,496.03
303	STATE'S ATTORNEY GRANT	27,053.60
304	PROBATION GRANTS	3,840.00
308	IEMA STATE-LOCAL HAZARD MIT	150.00
309	CIRCUIT COURT GRANT FUND	183,926.47
401	RIVER BLUFF NURSING HOME	1,576,220.47
410	ANIMAL SERVICES	194,533.43
420	555 N COURT OPERATIONS FUND	20,200.81
430	WATER FUND	8,924.80
501	INTERNAL SERVICES	43,215.36
748	2012F ALTERNATE REVENUE BONDS	43.94

TOTAL THIS REPORT

\$24,410,825.94

The adoption of this report is hereby recommended:


 William Crowley, County Auditor

ADOPTED: This 25th day of January 2018 at the City of Rockford, Winnebago County, Illinois.

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

ATTEST:

 Margie Mullins, Clerk of the Winnebago
 County Board of Rockford, Illinois

FINANCE COMMITTEE

2018 Fiscal Year

Sponsored by:

Ted Biondo, Finance Committee Chairman

Finance: 01/04/2018

Lay Over: 01/18/2018

Final Vote: 01/25/2018**2018 CO****TO: THE HONORABLE MEMBERS OF THE COUNTY OF WINNEBAGO, ILLINOIS**

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2018 and recommends its adoption.

ORDINANCE

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2018 at its September 28, 2017 meeting; and,

WHEREAS, 55ILCS 5/6-1003(2014), states, "After the adoption of the county budget, no further appropriations shall be made at any other time during such fiscal year, except as provided in this Act. Appropriations in excess of those authorized by the budget in order to meet an immediate emergency may be made at any meeting of the board by a two-thirds vote of all the members constituting such board, the vote to be taken by ayes and nays and entered on the record of the meeting."

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to the provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore the following increases are hereby authorized.

2018-013 Animal Services Donation

Reason: Transfer of Animal Services donation funds to assist Animal Services with the purchase of two 2016 Ford Transit Cargo 250 vehicles

Alternative: None

Impact to fiscal year 2019 budget: None

Revenue Source: Animal Services Donation Fund

Transfer to other funds	83000	49110	<u>\$30,000</u>
Transfer from other funds	77000	39110	<u>\$(30,000)</u>
		<u>Total Adjustment:</u>	<u>\$ -</u>

Respectfully Submitted,
FINANCE COMMITTEE

(AGREE)

(DISAGREE)

TED BIONDO,
FINANCE CHAIRMAN

TED BIONDO,
FINANCE CHAIRMAN

GARY JURY

GARY JURY

JOE HOFFMAN

JOE HOFFMAN

BURT GERL

BURT GERL

DAVE BOOMER

DAVE BOOMER

STEVE SCHULTZ

STEVE SCHULTZ

JAIME SALGADO

JAIME SALGADO

KEITH McDONALD

KEITH McDONALD

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2018.

ATTESTED BY:

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

MARGIE M. MULLINS
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

REQUEST FOR BUDGET AMENDMENT

Signature/date

2018 Fiscal Year

Sponsored by:

Ted Biondo, Finance Committee Chairman

Finance: January 4, 2018

Lay Over: January 11, 2018

Final Vote: January 25, 2018**2018 CO****TO: THE HONORABLE MEMBERS OF THE COUNTY OF WINNEBAGO, ILLINOIS**

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2018 and recommends its adoption.

ORDINANCE

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2018 at its September 28, 2017 meeting; and,

WHEREAS, 55ILCS 5/6-1003(2014), states, "After the adoption of the county budget, no further appropriations shall be made at any other time during such fiscal year, except as provided in this Act. Appropriations in excess of those authorized by the budget in order to meet an immediate emergency may be made at any meeting of the board by a two-thirds vote of all the members constituting such board, the vote to be taken by ayes and nays and entered on the record of the meeting."

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to the provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore the following increases are hereby authorized.

2018-014 Public Safety Sales Tax Administrative

Reason: Health insurance expense for the Public Safety Sales Tax Fund salaries was included in the General Fund in the proposed budget. Amendment is necessary to allocate health insurance expense to the Public Safety Sales Tax Fund in which the salaries are budgeted. This is consistent with prior years.

Alternative: None

Impact to fiscal year 2019 budget: This budget amendment will not impact the fiscal year 2019 budget.

Revenue Source: Public Safety Sales Tax

Acct Description	Org	Obj	Prj	
Health insurance	43500	41211		<u>\$4,605,274</u>
Health insurance	13500	41211		<u>\$(4,605,274)</u>
		<u>Total Adjustment:</u>		<u>\$ -</u>

Respectfully Submitted,
FINANCE COMMITTEE

(AGREE)

(DISAGREE)

TED BIONDO,
FINANCE CHAIRMAN

TED BIONDO,
FINANCE CHAIRMAN

GARY JURY

GARY JURY

JOE HOFFMAN

JOE HOFFMAN

BURT GERL

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KEITH McDONALD

KEITH McDONALD

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2018.

ATTESTED BY:

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

MARGIE M. MULLINS
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

2018
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 12/31/2017 AMENDMENT NO: 2018-014						
DEPARTMENT: PSST Administrative SUBMITTED BY: Carla Paschal						
FUND#: Public Safety Sales Tax DEPT. BUDGET NO. 43500						
DEPT CODE	ACCT. NO.	ACCOUNT DESCRIPTION	BEGINNING BUDGET	ADJUSTED BUDGET	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
43500	41211	Health Insurance	\$0	\$0	\$4,605,274	\$4,605,274
13500	41211	Health Insurance	\$0	\$0	(\$4,605,274)	(\$4,605,274)
TOTAL ADJUSTMENT:					\$ -	\$ -
Reason budget amendment is required:						
Health insurance expense for Public Safety Sales Tax Fund salaries was included in the General Fund in the proposed budget. Amendment is necessary to allocate health insurance expense to the Public Safety Sales Tax Fund in which the salaries are budgeted. This is consistent with prior years.						
Potential alternatives to budget amendment:						
None						
Impact to fiscal year 2019 budget:						
This amendment will not impact the fiscal year 2019 budget.						
Revenue Source: Public Safety Sales Tax						
Approval by staff liaison:						
<div style="display: flex; align-items: center;"> <div>1/4/18</div> </div>						

Signature/date

2018 Fiscal Year

Sponsored by:

Ted Biondo, Finance Committee Chairman

Finance: JANUARY 18, 2018

Lay Over: JANUARY 25, 2018

Final Vote: FEBRUARY 8, 2018**2017 CO****TO: THE HONORABLE MEMBERS OF THE COUNTY OF WINNEBAGO, ILLINOIS**

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2018 and recommends its adoption.

ORDINANCE

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2018 at its September 28, 2017 meeting; and,

WHEREAS, 55ILCS 5/6-1003(2014), states, "After the adoption of the county budget, no further appropriations shall be made at any other time during such fiscal year, except as provided in this Act. Appropriations in excess of those authorized by the budget in order to meet an immediate emergency may be made at any meeting of the board by a two-thirds vote of all the members constituting such board, the vote to be taken by ayes and nays and entered on the record of the meeting."

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to the provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore the following increases are hereby authorized.

2018-015 Circuit Court Grant**Reason:** Fund new Senior Level Problem-Solving Courts Administrative Assistant Position**Alternative:** None**Impact to fiscal year 2019 budget:** This position will need to be funded in fiscal year 2019**Revenue Source:** Transfer from Other professional line item

Acct Description	Org	Obj	Prj	
Other professional	40109	43190		(\$24,000)
Regular salary	40109	41110		<u>\$24,000</u>
		<u>Total Adjustment:</u>		<u>\$0</u>

Respectfully Submitted,
FINANCE COMMITTEE

(AGREE)

(DISAGREE)

TED BIONDO,
FINANCE CHAIRMAN

TED BIONDO,
FINANCE CHAIRMAN

GARY JURY

GARY JURY

JOE HOFFMAN

JOE HOFFMAN

BURT GERL

BURT GERL

DAVE BOOMER

DAVE BOOMER

STEVE SCHULTZ

STEVE SCHULTZ

JAIME SALGADO

JAIME SALGADO

KEITH McDONALD

KEITH McDONALD

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2018.

ATTESTED BY:

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

MARGIE M. MULLINS
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

2018
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		1/3/2018		AMENDMENT NO: 2018-	
DEPARTMENT:		Circuit Court Grant		SUBMITTED BY: Tom Jakeway	
FUND#:		DEPT. BUDGET NO.		40109	

DEPT CODE	ACCT. NO.	Project Code	ACCOUNT DESCRIPTION	INITIAL BUDGET	ADJUSTED BUDGET	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
40109	43190		Other Professional	\$183,490	\$0	(\$24,000)	(\$24,000)
40109	41110		Regular Salary	\$225,564	\$0	\$24,000	\$24,000
TOTAL ADJUSTMENT:						\$	\$0

Reason budget amendment is required:
See correspondence attached, which is incorporated by reference.

Potential alternatives to budget amendment:
See correspondence attached, which is incorporated by reference.

Impact to fiscal year 2018 budget:
See correspondence attached, which is incorporated by reference.

Revenue Source:
Revenue Neutral

Approval by staff liaison: *Carol Paschal*

THOMAS R. JAKEWAY
Trial Court Administrator



WINNEBAGO COUNTY COURTHOUSE
400 WEST STATE STREET - ROOM 215
ROCKFORD, ILLINOIS 61101
PHONE (815) 319-4830

January 3, 2018

Carla Paschal, County Administrator
Winnebago County Board Office
404 Elm Street
Rockford IL 61101

RE: Budget Amendment
Senior Level Problem-Solving Courts Administrative Assistant

Dear Carla,

Based on an assessment of the current workload of the Winnebago County Problem-Solving Courts, the decision has been made to establish a new Senior Level Problem-Solving Courts Administrative Assistant position. This revenue neutral budget amendment seeks to transfer existing funds within the Circuit Court 1% Public Safety budget (#40109) to fund this position for the remainder of FY18.

The 17th Circuit Court provides the following Problem-Solving Court programming in Winnebago County: an adult drug court, an adult mental health court, a family drug court, a juvenile mental health court and a veterans court. A Problem-Solving Court is a specialty court that works to address the underlying problem that contributes to the defendant's criminal behavior to improve outcomes for not only the defendant but also the community.

These Problem-Solving Courts are funded by a combination of 1% Public Safety Sales Tax funds and grant funds. In FY18, the 17th Circuit Court secured and is actively administering state and federal grants totaling \$1,155,823 in connecting with its Problem-Solving Courts. These grant funds support outpatient substance abuse and mental health treatment services, inpatient treatment services, assessments, and drug testing for Problem-Solving Court participants. As a requirement of receiving grant funding fiscal and program reports must be submitted on a regular basis. Data collection is required for all participants to document what services they have received and their performance in the program.

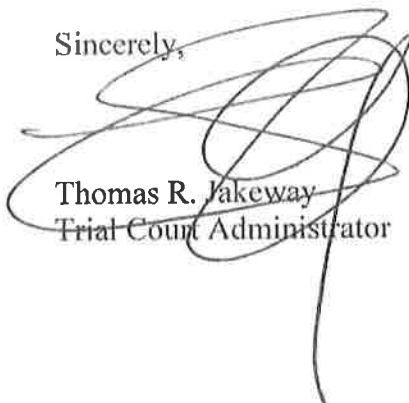
The Problem-Solving Courts are currently staffed by three dedicated, full-time employees: a Deputy Court Administrator, and two Administrative Assistants. One of the Administrative Assistant positions is supported entirely by grant funds, at no expense to the county. The Problem-Solving Courts staff is responsible for the day-to-day management as well as the fiscal and programmatic grant management for five separate court programs. The staff is responsible for a vast amount of data collection and periodic reporting requirements pursuant to the terms of applicable grant award agreements and Problem-Solving Court Certification Standards recently adopted by the Illinois Supreme Court.

These new Problem-Solving Court Certification Standards have placed an additional workload on a staff that was already stretched thin. The Problem-Solving Courts staff can no longer manage the data collection and data reporting requirements. Continuing in the current capacity not only jeopardizes program efficacy but also compliance with reporting requirements, matters that jointly could negatively impact ongoing state and federal grant funding in Winnebago County.

In connection with its Problem-Solving Courts, the 17th Circuit Court partners with community service providers, including Rosecrance, TASC, Rockford Rescue Mission, Salvation Army, Stepping Stones, Veteran's Affairs. These partners provide mental health and substance abuse treatment to program participants. Costs and services have been subject to renegotiation based both on programmatic changes and the Patient Protection and Affordable Care Act (ACA). Having completed its contract negotiations with its project partners for the present fiscal year, the Court has identified \$25,000 in funds that can be reallocated for the present purpose.

The posting for this new position is attached. The estimated cost of this position for the remaining nine month of FY18, not factoring in benefits, is \$24,000. The attached budget amendment is revenue neutral. The amendment seeks to transfer existing funds; specifically, a transfer \$24,000 from Other Professional Services (#43190) to Regular Salary (#41110).

Sincerely,



Thomas R. Jakeway
Trial Court Administrator

17TH JUDICIAL CIRCUIT COURT

NON-BARGAINING UNIT VACANCY:

PROBLEM-SOLVING COURTS SENIOR LEVEL DATABASE ASSISTANT

SALARY: \$16.00 per hour, plus benefits

HOURS: 8:00 A.M. TO 5:00 P.M.
Monday – Friday

LOCATION: Winnebago County Courthouse, 400 West State Street, Rockford, Illinois 61101

SUMMARY OF RESPONSIBILITIES:

The Seventeenth Judicial Circuit is accepting applications for the position of Problem-Solving Courts Senior Level Database Assistant. The Senior Level Database Assistant will work under the direct supervision of the Problem-Solving Courts Administrator and act as an intermediary and facilitator between the Problem-Solving Courts Administrator and the Database Assistants. Responsibilities include the generation of data reports for grant reporting, ensuring the integrity of program data, preparing and attending staffing meetings as a coordinator, organizing team meetings and trainings, court scheduling, seeking grant funding opportunities, and special projects for program improvement. This position will assist with grant administration, scheduling and communication with program stakeholders, processing of program referrals and court orders; monitoring high volumes of information exchanges, and producing statistical information for program data reports. This position requires the handling of documents, information and records of a highly confidential nature.

Job responsibilities also include secretarial duties such as word processing, reception, telephone, filing, etc. Originates, develops and implements clerical and office procedures from general policies and performs other duties as assigned by the Trial Court Administrator and Problem-Solving Courts Administrator.

POSITION REQUIREMENTS:

Associate's degree or equivalent from two-year college; or two years of closely related experience; or equivalent combination of education and experience. Problem-solving court knowledge and experience is ideal. Applicants must possess strong organizational, analytical, interpersonal and communication skills and demonstrate experience with word processing, database software programs, and secretarial practices and procedures. Experience in Word, Excel, Adobe Acrobat, Access and Outlook is required. Must be able to work independently on delegated administrative tasks and maintain punctuality. Knowledge and experience with other software programs, data analytics, and court systems is preferred. Ability to maintain confidentiality is essential.

HOW TO APPLY:

Send a resume and cover letter to:

THOMAS R. JAKEWAY, TRIAL COURT ADMINISTRATOR
17TH JUDICIAL CIRCUIT COURT
400 WEST STATE STREET, ROOM 215
ROCKFORD, ILLINOIS 61101
tjakeway@17thcircuit.illinoiscourts.gov

Be advised that all offers of employment are conditional, subject to a satisfactory background review and medical examination, including drug testing.

POSTED:

EXPIRATION:

AN EQUAL OPPORTUNITY EMPLOYER

2018 Fiscal Year

Sponsored by:

Ted Biondo, Finance Committee Chairman

Finance: January 18, 2018

Lay Over: January 25, 2018

Final Vote: February 8, 2018**2017 CO****TO: THE HONORABLE MEMBERS OF THE COUNTY OF WINNEBAGO, ILLINOIS**

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2018 and recommends its adoption.

ORDINANCE

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2018 at its September 28, 2017 meeting; and,

WHEREAS, 55ILCS 5/6-1003(2014), states, "After the adoption of the county budget, no further appropriations shall be made at any other time during such fiscal year, except as provided in this Act. Appropriations in excess of those authorized by the budget in order to meet an immediate emergency may be made at any meeting of the board by a two-thirds vote of all the members constituting such board, the vote to be taken by ayes and nays and entered on the record of the meeting."

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to the provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore the following increases are hereby authorized.

2018-016 County Board Office

Reason: Funds are needed to purchase attendance at limited events for the County Board as well as professional staff

Alternative: None - no other funds were budgeted

Impact to fiscal year 2019 budget: No impact to the fiscal year 2019 budget

Revenue Source: Line item transfer - none needed

Acct Description	Org	Obj	Prj	
Temporary salaries	12500	41120		<u>(\$2,500)</u>
Professional relations	12500	TBD		<u>\$2,500</u>
		Total Adjustment:		<u>\$ -</u>

Respectfully Submitted,
FINANCE COMMITTEE

(AGREE)

(DISAGREE)

TED BIONDO,
FINANCE CHAIRMAN

TED BIONDO,
FINANCE CHAIRMAN

GARY JURY

GARY JURY

JOE HOFFMAN

JOE HOFFMAN

BURT GERL

BURT GERL

DAVE BOOMER

DAVE BOOMER

STEVE SCHULTZ

STEVE SCHULTZ

JAIME SALGADO

JAIME SALGADO

KEITH McDONALD

KEITH McDONALD

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2018.

ATTESTED BY:

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

MARGIE M. MULLINS
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

2018
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 1/16/2018 AMENDMENT NO: 2018-016						
DEPARTMENT: County Board SUBMITTED BY: Frank Haney						
FUND#: 0001 DEPT. BUDGET NO. 12500						
DEPT CODE	ACCT. NO.	ACCOUNT DESCRIPTION	BEGINNING BUDGET	ADJUSTED BUDGET	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
12500	41120	Temporary salaries	\$15,000	\$15,000	(\$2,500)	\$12,500
12500	TBD	Professional relations	\$0	\$0	\$2,500	\$2,500
TOTAL ADJUSTMENT:					\$ -	\$ 15,000
Reason budget amendment is required:						
Funds are needed to purchase attendance at limited events for the County Board as well as professional staff						
Potential alternatives to budget amendment:						
None - no other funds were budgeted						
Impact to fiscal year 2019 budget:						
No impact to the fiscal year 2019 budget						
Revenue Source:						
Line item transfer - none needed						
Approval by staff liaison:						
<i>Carlo Paschal</i>						

Sponsored by Ted Biondo,
County Board Member

R E S O L U T I O N

of the

COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

SUBMITTED BY: FINANCE COMMITTEE

2018 CR

RESOLUTION AUTHORIZING THE SETTLEMENT OF PENDING LITIGATION

WHEREAS, *DONNA GASIOROWSKI and CARL GASIOROWSKI vs. COUNTY OF WINNEBAGO*, is a pending civil action against the County of Winnebago, filed in the 17th Judicial Circuit Court of Illinois, as case number 14 L 8; and

WHEREAS, the Plaintiff therein has agreed to settle all claims he has against the County of Winnebago and all officials, agents and employees, for the sum of Fifty Thousand Dollars (\$50,000.00); and

WHEREAS, the Finance Committee, after having reviewed the facts and circumstances of the aforementioned case and after having conferred with the Winnebago County State's Attorney, through his assistant, has determined it is in the best interests of the citizens of Winnebago County to settle this case on the terms set forth above.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County State's Attorney is hereby authorized to settle the aforementioned lawsuit by paying the Plaintiff therein the sum of Fifty Thousand Dollars (\$50,000.00).

BE IT FURTHER RESOLVED that the Winnebago County Treasurer, Winnebago County Clerk, and Winnebago County Finance Department are authorized and directed to prepare and deliver to the Winnebago County State's Attorney one or more County Warrants totaling \$50,000.00, payable as directed by the State's Attorney.

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

Respectfully submitted,

FINANCE COMMITTEE

AGREE

Ted Biondo, Chairman

Gary Jury

Joe Hoffman

Bert Gerl

Dave Boomer

Steve Schultz

Jaime Salgado

Keith McDonald

DISAGREE

Ted Biondo, Chairman

Gary Jury

Joe Hoffman

Bert Gerl

Dave Boomer

Steve Schultz

Jaime Salgado

Keith McDonald

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois, this ____ day of _____, 2018.

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

ATTEST:

Margie M. Mullins, Clerk of the
County Board of the County of
Winnebago, Illinois

ZONING COMMITTEE

Attachment
ZONING COMMITTEE
OF THE COUNTY BOARD AGENDA
January 25, 2018

A. PLANNING AND/OR ZONING REQUESTS:

TO BE VOTED LAID OVER:

1. Z-19-17 A Map Amendment to rezone +/- 129.423 acres from the AG, Agricultural Priority District to the IG, General Industrial District, requested by Commonwealth Edison, property owner, represented by Tom Kracun, Consultant with David Mason & Associates, for property commonly known as 4498 S. Perryville Road, Cherry Valley, IL 61016 in Cherry Valley Township.
PINs: Part of PINs: 16-11-300-001 & 16-11-176-001 C.B. District: 11
Lesa Rating: Moderate (196) Consistent w/2030 LRMP – Future Map: NO
ZBA RECOMMENDS: *APPROVAL (6-0)*
ZC RECOMMENDS: *APPROVAL (3-2)*

2. SU-11-17 A Special Use Permit to allow an outdoor/contractor storage yard in the IG, General Industrial District, requested by Commonwealth Edison, property owner, represented by Tom Kracun, Consultant with David Mason & Associates, for property commonly known as 4498 S. Perryville Road, Cherry Valley, IL 61016 in Cherry Valley Township.
PINs: Part of PINs: 16-11-300-001 & 16-11-176-001 C.B. District: 11
Lesa Rating: N/A Consistent w/2030 LRMP – Future Map: N/A
ZBA RECOMMENDS: *APPROVAL WITH CONDITIONS (6-0)*
ZC RECOMMENDS: *APPROVAL WITH CONDITIONS (3-2)*

3. V-03-17 A Variation to reduce the minimum height of a solid fence from 6 feet (per Sections 15.3.29 A. 1. and 20.9 C.) to 0 feet which will effectively waive the solid fencing (screening) requirement for an outdoor/contractor storage yard, requested by Commonwealth Edison, property owner, represented by Tom Kracun, Consultant with David Mason & Associates, for property commonly known as 4498 S. Perryville Road, Cherry Valley, IL 61016 in Cherry Valley Township.
PINs: Part of PINs: 16-11-300-001 & 16-11-176-001 C.B. District: 11
Lesa Rating: N/A Consistent w/2030 LRMP – Future Map: N/A
ZBA RECOMMENDS: *APPROVAL WITH CONDITIONS (6-0)*
ZC RECOMMENDS: *APPROVAL WITH CONDITIONS (3-2)*

4. V-04-17 A Variation to waive the hard surface, all weather dustless surface requirement (per Section 23.8.4), to allow gravel off-street parking areas inclusive of gravel accessory drives, requested by Commonwealth Edison, property owner, represented by Tom Kracun, Consultant with David Mason & Associates, for property commonly known as 4498 S. Perryville Road, Cherry Valley, IL 61016 in Cherry Valley Township.
PINs: Part of PINs: 16-11-300-001 & 16-11-176-001 C.B. District: 11
Lesa Rating: N/A Consistent w/2030 LRMP – Future Map: N/A
ZBA RECOMMENDS: *APPROVAL WITH CONDITIONS (6-0)*
ZC RECOMMENDS: *APPROVAL WITH CONDITIONS (3-2)*

Attachment
ZONING COMMITTEE
OF THE COUNTY BOARD AGENDA
January 25, 2018

5. V-05-17 A Variation to increase the maximum height requirement (of Section 18.3.5 B. 2.) for light pole(s) accessory to a single family dwelling on private property, as measured from grade at the base to the bottom of the luminaire, to 14 feet (16.50 feet from top of pole) instead of 8 feet, requested by Nicole M. Murphy, property owner, for property commonly known as 7244 Warblers Way, Roscoe, IL 61073 in Roscoe Township.

PIN: 04-26-303-021

C.B. District: 4

Lesa Rating: N/A

Consistent w/2030 LRMP – Future Map: N/A

ZBA RECOMMENDS: * **MOTION TO APPROVE WITH ZBA CONDITIONS FAILED W/ A VOTE OF (1-5), THEREFORE, DENIAL IS RECOMMENDED**

ZC RECOMMENDS: **MOTION TO APPROVE WITH ZBA CONDITIONS FAILED W/ A VOTE OF (0-5), THEREFORE, DENIAL IS RECOMMENDED**

6. Z-20-17 A Map Amendment to rezone +/- .71 acres from the AG, Agricultural Priority District to the R2, Single-Family and Two-Family Residential District, requested by Janet R. Joyes, Applicant, on behalf of Milo and Blanche Faulkner (deceased), property owners, for property commonly known as 8980 Cunningham Road, Winnebago, IL 61088 in Winnebago Township.

PIN: 14-15-200-001

C.B. District: 1

Lesa Rating: High (210)

Consistent w/2030 LRMP – Future Map: NO

ZBA RECOMMENDS: **APPROVAL (4-2)**

ZC RECOMMENDS: **DENIAL (2-3)**

TO BE VOTED ON: NONE

B. COMMITTEE REPORT (ANNOUNCEMENTS) - for informational purposes only; not intended as a public notice):

- Chairman, Brian Erickson, hereby announces that the next *Zoning Board of Appeals (ZBA)* meeting is scheduled for Wednesday, **February 14, 2018**, at 5:30 p.m. in Room 303 of the County Administration Building. The cases currently on the agenda are as follows:
 1. Z-15-17 A Map Amendment to rezone +/- 25.0 acres from the AG, Agricultural Priority District to the A2, Agriculture-Related Business District for property commonly known as 10076 Fish Hatchery Road, Burritt Township, District 1.
 2. SU-08-17 A Special Use Permit for a Retreat Center in the A2, Agriculture-Related Business District for property commonly known as 10076 Fish Hatchery Road, Burritt Township, District 1.
 3. Z-01-18 A Map Amendment to rezone +/- 63.86 acres from the IL, Light Industrial District to the IG, General Industrial District for property commonly known as 13750 Metric Road, Roscoe Township, District 4.
 4. V-01-18 A Variation to reduce the minimum height of a solid fence from 6 feet to 0 feet for property commonly known as 13750 Metric Road, Roscoe Township, District 4.
 5. Z-02-18 A Map Amendment to rezone +/- 2.389 acres from the RA, Rural Agricultural Residential District (a sub-district of the RA District) to the RE, Rural Estate District (a sub-district of the RA District) for property commonly known as 10065 Yale Bridge Road, Shirland Township, District 2.
 6. SU-01-18 A Special Use Permit to allow a Campground in the AG, Agricultural Priority District for property commonly known as 7625 & 7696 Kishwaukee Road, Rockford Township, District 9.

Attachment
ZONING COMMITTEE
OF THE COUNTY BOARD AGENDA
January 25, 2018

- Chairman, Jim Webster, hereby announces that the next *Zoning Committee (ZC)* meeting is tentatively scheduled for Wednesday, **February 28, 2018**, at 5:30 p.m. in Room 303 of the County Administration Building.

* Pursuant to Sec. 4.2.3.6 of UDO, a Variation which fails to receive the approval of the Board of Appeals shall not be passed except by the favorable vote of three-fourth (15 out of 20) of all the members of the County Board.

ECONOMIC DEVELOPMENT COMMITTEE

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

2018

RESOLUTION GRANTING AUTHORITY TO
THE WINNEBAGO COUNTY BOARD CHAIRMAN
TO EXECUTE THE DOCUMENTS
NECESSARY TO MAKE
\$20,000 REVOLVING LOAN FUND LOAN TO
BUDDHA BELLY, INC.

WHEREAS, Matt Idzikowski is a veteran of the bar restaurant business and has two current restaurants in downtown Rockford, Illinois and is seeking a twenty thousand dollar (\$20,000.00) loan from the County of Winnebago and a twenty thousand dollar (\$20,000.00) small business loan from the City of Rockford for his new corporate venture Buddha Belly, Inc. (Buddha Belly); and

WHEREAS, Buddha Belly has a chef with experience in traditional Japanese cooking and intends to open a sushi bar will seat a small number of patrons as is typical for sushi bars which will keep overhead low; and

WHEREAS, Buddha Belly's owner has successfully handled RLDC loans previously and is making a significant contribution to this venture; and

WHEREAS, Buddha Belly anticipates creating eleven a one-half (11.5) full-time equivalent employees within the first two years

WHEREAS, Matt Idzikowski will be a co-borrower with Buddha Belly, Inc. and Vintage @501/Red Lamp, Inc. d/b/a Blue Line Sport Pub will be corporate guarantors of this loan as well as the City of Rockford's SBA loan which will share a first collateral position;

WHEREAS, pursuant to a Management Agreement between Winnebago County (County) and Rockford Local Development Corporation (RLDC) concerning loans from the Revolving Loan Fund of the County of Winnebago, RLDC and the RLDC Board of Directors, RLDC recommends the County of Winnebago make a loan of \$20,000 from the Revolving Loan Fund at six (6) percent to be fully amortized over five (5) years to Buddha Belly, Inc.

NOW THEREFORE, BE IT RESOLVED, that the Chairman of the Winnebago County Board, Illinois Frank Haney is hereby directed to sign the documents necessary to make a twenty thousand dollar (\$20,000.00) loan at six (6) percent fully amortized over five (5) years from the Revolving Loan Fund maintained by the County of Winnebago, Illinois to BUDDHA BELLY, INC. and Matt Idzikowski collateralized by a shared first position with the City of Rockford's

Small Business Loan senior lien on all of its business assets. It is estimated that this loan will assist in the creation of eleven and one-half (11.5) full-time equivalent jobs in a TIF district.

BE IT FURTHER RESOLVED, that the Clerk of the County Board of the County of Winnebago is directed to prepare and deliver certified copies of this resolution to the Winnebago County Planning and Economic Development Director and the Winnebago County State's Attorney's Office – Civil Division.

Respectfully submitted,
ECONOMIC DEVELOPMENT COMMITTEE

PRO

CON

Fred Wescott

Fred Wescott

Dorothy Redd

Dorothy Redd

L.C. Wilson

L.C. Wilson

Jean Crosby

Jean Crosby

Dave Fiduccia

Dave Fiduccia

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois, on the _____ day of _____, 2018.

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

ATTEST:

Margie Mullin , Clerk of the County of Board
of the County of Winnebago, Illinois

Revolving Loan Fund

Loan Summary for:

Buddha Belly, Inc.

Applicant:

Buddha Belly, Inc.

PIN: 11-23-380-005

Location Address:

223 East State Street
Rockford, IL 61101

County Board District: 12

Requested County Revolving Loan Fund:

\$20,000 @ 6.0% interest for 5 years

Projected Employees: 11.5 within first 2 years

Full-Time: 8

Part Time: 7

Owner's Investment:

\$30,000

Total Financing of Project:

\$100,000

Uses of Loan Proceeds:

- Leasehold improvements
- Purchase of restaurant equipment and various furniture and fixtures
- Startup inventory
- Permanent working capital
- Signage
- Liquor license
- Various other soft costs

Description of Business & Project:

Mr. Idzikowski now desires to open his third restaurant and bar business in downtown Rockford. With his next venture (Buddha Sushi) he believes he will be able to grow his network presence in downtown Rockford. With two current restaurants and resources in downtown, he can leverage off his existing locations to grow his restaurant concepts while minimizing the risk involved, compared to a traditional startup. The restaurant will be smaller, as is the norm with sushi bars, only seating 48 patrons, this will help keep overhead low, and since our other restaurants are within blocks of this location, the business will be able to maximize its resources of prep and storage at our

Revolving Loan Fund

Loan Summary for:

Buddha Belly, Inc.

current locations. The executive chef has over 2 years of experience traditional Japanese cooking / sushi and he has helped create a sushi concept before, which makes this our next logical step for growth.

Mr. Idzikowski has drawn much of his restaurant templates to what can be found at restaurants in Wrigleyville, where he has drawn much of his inspiration and experience. He has twice borrowed from the RLDC previously and has made all payments as agreed upon, and prepaid one loan in full. The City SBL and Winnebago County participation in the project will benefit job creation and the revitalization of the downtown TIF district, both stated SBL objectives.

RLDC Recommendation:

Staff recommends a \$20,000 Winnebago County as well as a \$20,000 City SBL loan to have a shared first collateral position recommended for the following reasons:

- 1) The company is making a significant equity injection to the project and Matt Idzikowski has handled previous RLDC debt as agreed.
- 2) Matt Idzikowski is an experienced manager with specific experience in downtown as well as upscale operating climate.
- 3) Participation benefits redevelopment of the city of Rockford Downtown TIF district, an SBL policy objective.
- 4) Participation in this project is expected to contribute to the creation of up to 11.5 full-time equivalent employees.



CORPORATION FILE DETAIL REPORT

File Number	71500225		
Entity Name	BUDDHA BELLY, INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	10/18/2017	State	ILLINOIS
Agent Name	MATTHEW M. HEVRIN	Agent Change Date	10/18/2017
Agent Street Address	100 PARK AVENUE	President Name & Address	
Agent City	ROCKFORD	Secretary Name & Address	
Agent Zip	61101	Duration Date	PERPETUAL
Annual Report Filing Date	00/00/0000	For Year	

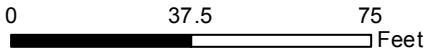
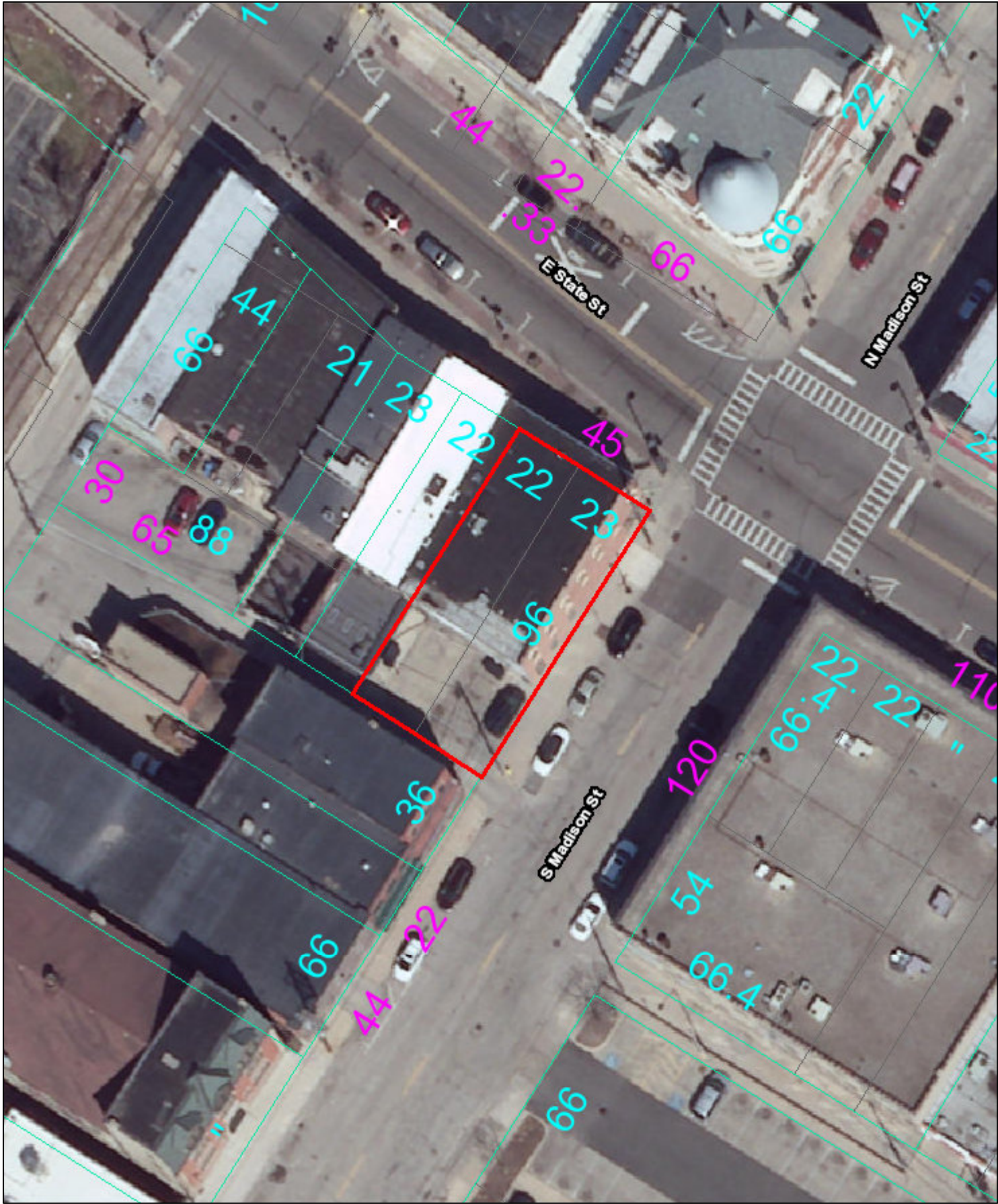
[Return to the Search Screen](#)
[Purchase Certificate of Good Standing](#)

(One Certificate per Transaction)

OTHER SERVICES

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[Adopting Assumed Name](#)
[Articles of Amendment Effecting A Name Change](#)
[Change of Registered Agent and/or Registered Office Address](#)

[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)



SCALE: 1:480



Parcel Summary for Pin: 11-23-380-005

Alternate Parcel Number

203C435

Owner Name and Address

GT PARTNERS LLC,
303 NO MAIN ST
ROCKFORD, IL 61101

Tax Ownership

GT PARTNERS LLC,
303 NO MAIN ST
ROCKFORD, IL 61101

Trust Number: n/a

Property Address

223 E STATE ST

Property Use

Commercial Business-Impr (0061)

Tax Legal Description

ASSRS PLAT BLK 8 E RKFD LOTS 10 AND 011 BLOCK 008

[Print Parcel Image with Details](#)
[Parcel Summary](#)
[Close Tab/Window](#)

 Select Details to View: Tax Information ▼

Tax Information

Year	Fair Market Value	Total Tax Bill	Total Code
2016	\$84,720.00	\$4,265.30	001

Tax Breakdown

Taxing Body	Fund	Prior Rate	Prior Tax	Current Rate	Current Tax
WINNEBAGO COUNTY		0.812500	123.59	0.796800	224.99
WINNEBAGO COUNTY	I. M. R. F.	0.180000	27.38	0.179000	50.54
WINNEBAGO COUNTY	SOCIAL SECURITY	0.105900	16.11	0.106800	30.16
FOREST PRESERVE		0.113100	17.20	0.113800	32.13
FOREST PRESERVE	I. M. R. F.	0.007200	1.10	0.006900	1.95
ROCKFORD TOWNSHIP		0.145200	22.09	0.145500	41.08
ROCKFORD CITY		2.323000	353.35	2.108100	595.24
ROCKFORD CITY	FIREFIGHTER'S PENSION	0.418400	63.64	0.499600	141.07
ROCKFORD CITY	I. M. R. F.	0.238600	36.29	0.226300	63.90
ROCKFORD CITY	POLICE PENSION	0.379500	57.73	0.486700	137.42
ROCKFORD PARK DISTRICT		1.078300	164.02	1.061200	299.65
ROCKFORD PARK DISTRICT	I. M. R. F.	0.041300	6.28	0.045200	12.76
ROCKFORD PARK DISTRICT	SOCIAL SECURITY	0.043300	6.59	0.048000	13.55
ROCK RIVER WATER REC		0.207500	31.56	0.208200	58.79
ROCKFORD CITY LIBRARY		0.519600	79.04	0.519000	146.54
GREATER RKFD AIRPORT		0.089000	13.54	0.092200	26.03
GREATER RKFD AIRPORT	I. M. R. F.	0.010400	1.58	0.010300	2.91
GREATER RKFD AIRPORT	SOCIAL SECURITY	0.007900	1.20	0.007800	2.20
ROCKFORD SCHOOL DIST 205		7.615500	1158.39	7.483800	2113.12
ROCKFORD SCHOOL DIST 205	I. M. R. F.	0.146100	22.22	0.144700	40.86
ROCKFORD SCHOOL DIST 205	SOCIAL SECURITY	0.176300	26.82	0.174600	49.30
COMMUNITY COLLEGE 511		0.478200	72.74	0.492700	139.12
COMMUNITY COLLEGE 511	SOCIAL SECURITY	0.011100	1.69	0.000000	0.00
EASTSIDE TIF		0.000000	1992.34	0.000000	0.00
ROCKFORD TWSP ROAD		0.148400	22.57	0.148700	41.99
Total		15.2963	\$4,319.06	15.1059	\$4,265.30



Winnebago County Loan Program (Part 1)

Presented by:
John Phelps, Executive Director
Andrew Jury, Loan Officer
Rockford Local Development Corporation

Who is RLDC?

- ▶ Private, not-for-profit economic development agency
- ▶ Founded in 1979
- ▶ Primary Activity: Small Business Lending
 - 346 current loans outstanding
 - \$72.4 million loan portfolio;
 - Projects totaling \$322.3 million
 - 6,274 jobs created/impacted



RLDC Programs/Services

- ▶ Source of Gap Financing
- ▶ Statewide SBA 504 Lender
- ▶ Manage Local Revolving Loan Funds
- ▶ Provide SBA 7(a) Packaging Services to Banks
- ▶ Leader in Urban Redevelopment Projects



RLF Characteristics

- ▶ Ideal for smaller loans:
 - Lesser of \$200,000 or 30% of project costs
- ▶ Typically Used for Subordinate Financing
 - Eligible Costs:
 - Land & Building
 - Equipment
 - Working capital
- ▶ Rates = project dependent
- ▶ Nominal processing fees



RLF Loan Criteria

- ▶ Small Businesses (esp. Manufacturing and disadvantaged borrowers and distressed areas)
- ▶ Job Creation (\$20,000/job)
- ▶ Leverage of Private capital
- ▶ Sustainability



Underwriting Process

- ▶ Learn about Business (Product/Service, Management, Market, Competition, etc)
- ▶ Describe Uses and Sources of Funds
- ▶ Evaluate Financial Condition (Analyze Balance Sheet–Compare to Industry Standards)
- ▶ Analyze Revenue Growth and Earnings Growth (Analyze Income Statement–Compare to Industry Standards)
- ▶ Analyze Debt Service Capacity
- ▶ Analyze Collateral and Borrower Creditworthiness



Other Considerations

- ▶ Approvals in 30 days or Less
- ▶ Project Default Rates of 2%/Year
 1. \$1 Mil Loan Fund Yields \$60,000 at 6%
 2. RLDC Management Fee Averages 1.5%
 3. Loan Loss Reserve of 2%
 4. Sustainable Income of \$25,000/year



Winnebago County Loan Portfolio

- ▶ 8 Total Loans
- ▶ Balance Outstanding: \$1.1 million
- ▶ Avg Loan Size: \$137,500
 1. Pre-RLDC: \$450,000
 2. Post-RLDC: \$55,800
- ▶ Average Interest Rate: 3.18%
 1. Pre-RLDC: 2.5%
 2. Post-RLDC: 5.5%
- ▶ No Monetary defaults (1 Business Failure)



Thank You

Contact us:

John Phelps, Executive Director

Andrew Jury, Loan Officer

120 W. State St., Suite 306

Rockford, IL 61101

Tel (815) 987-8675

Fax (815) 968-4157

Email: john@rldc.us or Andrew@rldc.us



Illinois DCEO Revolving Loan Fund (Part 2)

WINNEBAGO COUNTY, ILLINOIS

Presented by:

Carla Paschal, Chief Financial & Budget Officer

Chris Dornbush, Director of Development Services

What is the purpose of the program?

- ▶ Loans to increase capital availability to projects that create/retain jobs by spreading the risk among lenders and reducing the cost of the capital to the borrower
- ▶ Loans to for-profit and not-for-profit businesses

Where did the revolving loan funds come from?

- ▶ There is **NO** County money used in the Revolving Loan Fund
- ▶ The money originated from the Illinois Department of Commerce and Community Affairs (DCCA) – is now the Illinois Department of Commerce and Economic Opportunity (DCEO)

What is the liability to the County if the loan goes into default?

- ▶ The County is not liable to repay the loan to the Revolving Loan Fund
- ▶ The funds available for future loans would be reduced by the balance of the defaulted loan

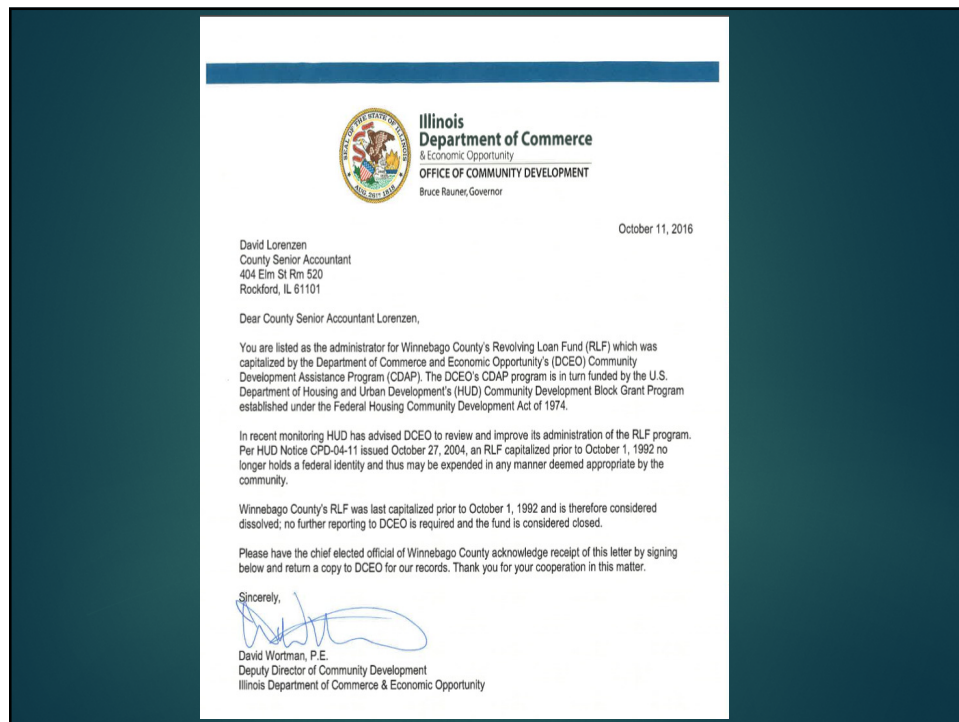
What did the DCCA/DCEO intend the loans to finance?

- ▶ Loans to companies to encourage investment and job creation/retention
 - ▶ Machinery and equipment
 - ▶ Building construction and renovation
 - ▶ Working capital

Fund Performance

9/30/16		9/30/15		9/30/14	
Cash	\$445,136	Cash	\$453,863	Cash	\$360,838
Loan balances	911,994	Loan balances	878,455	Loan balances	949,926
Fund balance	1,357,130	Fund balance	1,332,318	Fund balance	1,310,764
Investment Income	25,813	Investment Income	21,605	Investment Income	27,776
9/30/2013		9/30/2012			
Cash	\$175,544	Cash	\$183,847		
Loan balances	1,107,444	Loan balances	1,066,860		
Fund balance	1,282,988	Fund balance	1,250,707		
Investment Income	32,281	Investment Income	43,834		

Recent
Communication
from DCEO



What are the Alternate Uses of the Revolving Loan Fund

- ▶ Continue Revolving Loan Fund
- ▶ Economic Development Grants
- ▶ Transfer to General Fund
- ▶ Other

OPERATIONS & ADMINISTRATIVE COMMITTEE

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Submitted by: Operations & Administrative Committee

2018 CR

RESOLUTION APPOINTING AUTHORIZED AGENT FOR IMRF

WHEREAS, the County of Winnebago, Illinois is a participating member of the Illinois Municipal Retirement Fund (IMRF); and

WHEREAS, as a member of IMRF, the County of Winnebago is required to appoint an IMRF Authorized Agent to execute certain documents and advise County employees of IMRF rules and benefits; and

WHEREAS, the current IMRF Authorized Agent, Carla Paschal, is no longer supervising the payroll function for the County; and

WHEREAS, County Administration has selected Molly Terrinoni, Finance Director, to be the new IMRF Authorized Agent effective January 15, 2018.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that Molly Terrinoni, Finance Director, is hereby appointed as County of Winnebago's IMRF Authorized Agent effective January 15, 2018.

BE IT FURTHER RESOLVED, that the Clerk of the County Board shall notify IMRF of the appointment.

GARY JURY, CHAIRMAN

GARY JURY, CHAIRMAN

ANGIE GORAL

ANGIE GORAL

JOE HOFFMAN

JOE HOFFMAN

DOROTHY REDD

DOROTHY REDD

ELI NICOLosi

ELI NICOLosi

KEITH McDONALD

KEITH McDONALD

JEAN CROSBY

JEAN CROSBY

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2018.

Respectfully submitted,
OPERATIONS & ADMINISTRATIVE COMMITTEE

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

ATTESTED BY:

MARGIE M. MULLINS
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS



NOTICE OF APPOINTMENT OF AUTHORIZED AGENT

IMRF Form 2.20 (Rev. 10/2014)

INSTRUCTIONS

- The governing body of an IMRF employer (including townships) can appoint any qualified party as the employer's IMRF Authorized Agent.
- The governing body makes the appointment by adopting a resolution.
- The clerk or secretary of the governing body must certify the appointment (see Certification below).
- Mail the completed form to the Illinois Municipal Retirement Fund.
- A copy of the completed form should be retained by the employer.
- The new Authorized Agent will need to register for a new User ID on IMRF Employer Access.

EMPLOYER NAME Winnebago County		EMPLOYER IMRF I.D. NUMBER 3078	
AUTHORIZED AGENT'S SALUTATION <input type="checkbox"/> Dr. <input type="checkbox"/> Mr. <input checked="" type="checkbox"/> Mrs. <input type="checkbox"/> Ms.	LAST NAME Terrinoni	FIRST NAME Molly	MIDDLE INITIAL JR., SR., II, ETC. J
TYPE OF GOVERNING BODY County			
DATE APPOINTMENT MADE (MM/DD/YYYY) 01/11/2018	EFFECTIVE DATE OF APPOINTMENT (MM/DD/YYYY) 01/15/2015	POSITION TITLE Finance Director	
Powers and duties delegated to Authorized Agent pursuant to Sec. 7-135 of Illinois Pension Code by governing body (P.A. 97-0328 removed the requirement that the Authorized Agent be a participant in IMRF to file a petition or cast a ballot): To file Petition for Nominations of an Executive Trustee of IMRF <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No To cast a Ballot for Election of an Executive Trustee of IMRF <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No X _____ SIGNATURE OF AUTHORIZED AGENT NAMED ABOVE _____ DATE (MM/DD/YYYY)			
CERTIFICATION I, _____, do hereby certify that I am <u>Clerk</u> NAME CLERK OR SECRETARY of the <u>Winnebago County</u> NAME OF EMPLOYER and the keeper of its books and records and the foregoing appointment and delegation were made by resolution duly adopted on the date indicated. SEAL _____ SIGNATURE OF CLERK OR SECRETARY			
BUSINESS ADDRESS All correspondence and communications with the Authorized Agent are to be addressed as follows: NAME (IF DIFFERENT FROM ABOVE) Ms. <input type="checkbox"/> rs. <input type="checkbox"/> Ms. BUSINESS ADDRESS 404 Elm Street, Room 520 CITY STATE AND ZIP + 4 Rockford, IL 61101 DAYTIME TELEPHONE NO. (with Area Code) ALTERNATE TELEPHONE NUMBER (with Area Code) 815-319-4061 FAX NO. (with Area Code) EMAIL ADDRESS 815-319-4226 MTerrinoni@WinCoIL.us			

IMRF

2211 York Road Suite 500 Oak Brook, IL 60523-2337

Employer Only Phone: 1-800-728-7971 Member Services Representatives 1-800-ASK-IMRF (1-800-275-4673) Fax (630) 706-4289

Sponsored by: Gary Jury

COUNTY BOARD MEETING
January 11, 2018

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

Submitted by: Operations and Administrative Committee

2018 CR

**RESOLUTION APPOINTING CHAPMAN AND CUTLER LLP
AS BOND COUNSEL FOR THE COUNTY OF WINNEBAGO**

WHEREAS, the County Board of the County of Winnebago, Illinois, from time to time, requires the services of bond counsel to assist it in various issues associated with bond issues; and

WHEREAS, the selection of bond counsel falls under the professional services exemption and does not, therefore, require a formal bidding process for such services; and

WHEREAS, the County Administrator has solicited and reviewed the applications and qualifications of bond counsel interested in serving the needs of the County of Winnebago; and

WHEREAS, the County Board wishes to confirm the recommendations of the County Administrator for bond counsel.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that firm of Chapman and Cutler LLP is appointed as bond counsel for the County for a period of ____ years ending on _____, 20____.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effective immediately upon its full adoption and completion of the aforementioned.

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby directed to prepare and deliver certified copies of the Resolution to the offices of Chapman and Cutler LLP and to Winnebago County Finance Department.

Respectfully submitted,
**OPERATIONS & ADMINISTRATIVE
COMMITTEE**

AGREE

Gary Jury, Chairman

Jean Crosby

Angie Goral

Joe Hoffman

Keith McDonald

Eli Nicolosi

Dorothy Redd

DISAGREE

Gary Jury, Chairman

Jean Crosby

Angie Goral

Joe Hoffman

Keith McDonald

Eli Nicolosi

Dorothy Redd

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois, this ____ day of _____, 2018.

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

Attested by:

Margie M. Mullins
Clerk of the County Board
of the County of Winnebago, Illinois

Proposal to Serve as Bond Counsel

Prepared for The County of Winnebago, Illinois

December 8, 2017

Submitted by:

Chapman and Cutler LLP

Kyle W. Harding, Partner

111 West Monroe Street

Chicago, Illinois 60603

312.845.3278

harding@chapman.com

December 8, 2017

Mr. Kevin W. McCanna
Chairman
Speer Financial, Inc.
1 North LaSalle Street, Suite 4100
Chicago, Illinois 60602

Re: The County of Winnebago, Illinois
 Bond Counsel Request for Proposals

Dear Mr. McCanna:

Chapman and Cutler LLP ("Chapman" or the "Firm") is pleased to respond to the Request for Proposals for bond counsel services issued by The County of Winnebago, Illinois (the "County"). We understand that the County is seeking a law firm to serve as bond counsel for the three-year period from January 1, 2018 through December 31, 2020. As the leading public finance firm in Illinois, we believe Chapman is uniquely well-qualified to serve the County as bond counsel. We will commit our full resources to achieve the County's financing goals, and hope very much to be selected to work with them and with you.

Please do not hesitate to contact the undersigned if you have any questions or require any additional information that may be helpful to you.

Very truly yours,

CHAPMAN AND CUTLER LLP

By



Kyle W. Harding

Introduction

Provide an overview of the proposing firm that demonstrates its experience, qualifications, capabilities, and expertise to provide bond counsel services including, but not limited to the legal full name, organizational structure, staffing levels, and history of the firm.

Chapman was founded in 1913 as a firm focused on finance, specifically public finance. This steadfast focus on finance has continued for 104 years. Today, Chapman has offices in Charlotte, Chicago, New York City, Salt Lake City, San Francisco, and Washington, DC and represents market participants in all aspects of public finance, banking, and corporate finance and securities transactions. The Firm presently consists of 245 attorneys: 146 partners, 62 associates, and 37 other attorneys (staff attorneys, counsel, senior counsel, and of counsel). Of these attorneys, 179 are located in our Chicago office.

Public Finance Practice

Chapman is widely recognized as one of the premier law firms in the nation for public finance, and is by far the largest such firm in the Midwest. The 45 attorneys in our Public Finance Department are primarily involved as bond counsel, disclosure counsel, underwriter's counsel, or special tax counsel in bond issues in the State of Illinois and throughout the United States. The Public Finance Department works closely with attorneys in the Firm's Tax Department (12 attorneys), Corporate and Securities Department (28 attorneys), and Banking Department (82 attorneys), many of whom have specialized knowledge in their areas as they apply to state and municipal finance. This collective experience has helped us gain a thorough understanding of our clients' needs and legal challenges, allowing us to provide both practical and strategic advice for any issue that may arise.

Our public finance clients include state governments, state agencies and authorities, counties, cities, villages, towns, school districts, park districts and other special purpose districts, municipal nonprofit corporations, and authorities located in most of the 50 states. In addition, we frequently serve as counsel to the leading national and regional investment banking firms throughout the nation in connection with the underwriting, remarketing, and direct placement of municipal obligations, as well as to institutions that are analyzing specific issues for long-term investment.

The experience and ability of Chapman's public finance attorneys are widely recognized. Firm members contribute material for law review articles and practice manuals; speak at seminars and practicing law institutes on municipal, tax, arbitrage, and securities law topics; and serve as board members, officers, or committee members of various professional organizations, including the Public Securities Association, the National Association of Bond Lawyers ("NABL"), and the State and Local Government Section of the American Bar Association. Attorneys at Chapman are frequently called upon to draft legislation relating to the financing requirements of their state and local government clients, to submit ruling requests to the Internal Revenue Service ("IRS") relating to the tax-exempt status of the interest on state and local government obligations, and to submit "no-action" letter requests to the Securities and Exchange Commission ("SEC") in connection with exemptions from registration and other federal securities matters.

Tax Experience

Chapman also has one of the largest groups of tax attorneys in the country dedicated to public finance. Six of the Firm's tax attorneys (five partners and one senior counsel) spend at least two-thirds of their billable time on taxation matters relating to municipal finance, much of which is spent servicing issuers located in Illinois. Our tax attorneys have experience in dealing with federal tax law issues in complex financings, including tax-exempt securitizations, tax increment financings, advance refundings, structured investments, derivative products, output facilities, transportation facilities, tax-credit obligations, direct pay obligations (in which the U.S. Treasury pays a portion of the interest cost to the issuer) and 501(c)(3) and governmental financings. Our tax attorneys have achieved favorable results for clients in various capacities before the IRS, including obtaining Private Letter Rulings, representing clients in the Voluntary Closing Agreement Program and defending IRS audits of tax-exempt bonds. Our tax attorneys have also developed post-issuance compliance procedures for clients that have issued tax-exempt bonds and other tax-advantaged financings such as build America bonds, tax credit bonds and direct pay bonds. We also assist issuers in answering IRS questionnaires and filing IRS forms concerning tax-advantaged financings.

Illinois Experience

Describe your firm's experience with Illinois issuers, including your specific experience with counties.

During Chapman's 104-year history, we have represented countless units of local government across Illinois on thousands of transactions with an aggregate par amount in the billions of dollars. The attorneys in our Illinois Public Finance Group have a collective 275 years of experience serving as counsel to counties, townships, cities, villages, school districts, park districts, community college districts, library districts, sanitary districts, fire protection districts, and numerous other units of government throughout Illinois. We frequently speak, write, and present on topics important to our Illinois public finance clients, and we are actively involved with professional organizations such as the Illinois Government Finance Officers Association.

Chapman has continually dominated the *Thomson Reuters* Illinois bond rankings, handling more transactions as bond counsel in Illinois than all other law firms combined. The following table summarizes the *Thomson Reuters* statistics relating to the long-term municipal new issues handled by the Firm in Illinois as bond counsel since 2014:

YEAR	PRINCIPAL AMOUNT (\$) (IN MILLIONS)	NUMBER OF ISSUES	ILLINOIS RANK BY ISSUES
2017 (first three quarters)	\$3,016.7	233	1
2016	8,001.7	380	1
2015	7,259.2	363	1
2014	5,373.9	343	1

Chapman is also one of the preeminent law firms in the nation in the field of municipal disclosure. We served as disclosure counsel on more bond issues than any other law firm in 2016, largely due to our prominence as disclosure counsel in Illinois, where we completed nearly 7 times the number of transactions as our nearest competitor. The breadth of our experience and our representation of a wide range of participants in the public finance arena provide us with unique perspectives on the importance of clear and concise disclosure documents and policies, procedures, and training that promote best practices in both new issue disclosure and continuing disclosure that meet both the requirements of SEC Rule 15c2-12 as well as the needs of investors.

Over the last ten years, we have served as bond counsel on various types of financings for the following Illinois counties:

Adams County
Champaign County
Coles County
Coles County Public Building Commission
Cook County
DuPage County
Franklin County
Fulton County
Grundy County Public Building Commission
Henderson County
Henry County
Kankakee County Public Building Commission
Lake County
Lee County
Logan County

Macon County
Macoupin County
Massac County
McHenry County
McLean County Public Building Commission
Mercer County Public Building Commission
Peoria County
Rock Island County
Rock Island County Public Building Commission
Randolph County
Sangamon County
St. Clair County
Stephenson County
Woodford County

Attached as *Exhibit A* is a list of transactions for which the Firm served as bond counsel to Illinois counties since January 1, 2014.

References

Please provide a listing of at least five (5) Illinois governmental references. The references should include client name, contact person, title of the contact person, phone number, email address, scope of services provided, and length of time services were provided.

As mentioned earlier, Chapman serves as bond counsel to many issuers across the state. For each of the following references, we are currently serving or have recently served as bond counsel.

Mr. Gary Gordon, Director of Finance and
Administrative Services
The County of Lake
18 N. County Street
Waukegan, IL 60085
(847) 377-2929
finance@lakecountyil.gov

Ms. Carrie Eklund, Director of Finance
City of Rockford
425 E. State Street
Rockford, IL 61104
(815) 987-5500
carrie eklund@rockfordil.gov

Ms. Melissa M. Lawrence, Chief Deputy
Treasurer
The County of Lee
112 East Second Street
Dixon, IL 61021
(815) 288-4477
trmml@countyoflee.org

Ms. Penny Christians, Chief Financial Officer
Rockford Park District
401 S. Main Street
Rockford, IL 61101
(815) 987-8882
pennychristians@rockfordparkdistrict.org

Mr. Jim Snider, County Administrator
The County of Stephenson
50 W. Douglas Street
Freeport, IL 61032
(815) 235-8311
jsnider@co.stephenson.il.us

Ms. Beth Young, Vice President of Finance
and CFO
Rock Valley College
3301 North Mulford Road
Rockford, IL 61114
(815) 921-4445
b.young@rockvalleycollege.edu

Dr. Lynn Gibson, Superintendent
Hononegah CHSD #207
307 Salem Street
Rockton, IL 61072
(815) 624-5062
lgibso@hononegah.org

Mr. David Blackburn, Business Manager
Dixon Unit School District #170
1335 Franklin Grove Road
Dixon, IL 61021
(815) 284-7722
dblackburn@dps170.org

Proposed Fees

Please provide your proposed fee for Bond Counsel services on an issuance of \$5,000,000 and an issuance of \$10,000,000 of alternate revenue bonds. Please note if there is a differential if the debt is for refunding.

As is customary in this industry, the Firm bills its fees as bond counsel on a transactional basis instead of hourly. Our statement of charges is typically rendered and paid at closing, or in some instances, upon or shortly after delivery of the final transcripts. For the bond issuances described above, we propose the following fees:

\$5,000,000 alternate revenue bonds \$9,500

\$10,000,000 alternate revenue bonds \$15,500

Please note that there is no change in our fee quotes if the issuances include refunding bonds.

Disbursements and other non-fee charges are not billed separately and are included in our fees for professional services set forth above.

Exhibit A: Representative Transactions for Illinois Counties

\$9,645,000 County of Lee, Illinois, Certificates, Series 2017

\$2,545,000 County of Massac, Illinois, General Obligation Debt Certificates (Limited Tax), Series 2017

\$1,021,757 County of Champaign, Illinois, Taxable 2016 Nursing Home Purposes Tax Anticipation Warrants

\$10,025,000 County of Lake, Illinois, Water and Sewer System Revenue Bonds, Series A of 2016

\$2,470,000 Grundy County Public Building Commission, Grundy County, Illinois, Public Building Revenue Refunding Bonds, Series 2016

\$1,000,000 County of Fulton, Illinois, General Obligation Bonds (Alternate Revenue Source), Series 2016

\$3,775,000 County of Champaign, Illinois, General Obligation Refunding Bonds (Public Safety Sales Tax Alternate Revenue Source), Series 2016

\$2,950,000 County of Randolph, Illinois, General Obligation Courthouse Bonds, Series 2016

\$383,300 County of Randolph, Illinois, General Obligation (Limited Tax) Refunding Debt Certificates, Series 2016

\$997,829 County of Champaign, Illinois, Taxable 2015 Nursing Home Purposes Tax Anticipation Warrants

\$90,000,000 County of Lake, Illinois, General Obligation Bonds (Sales Tax Alternate Revenue Source), Series 2015A

\$43,525,000 Public Building Commission of McLean County, McLean County, Illinois, Public Building Revenue Bonds, Series 2015

\$37,005,000 County of St. Clair, Illinois, General Obligation Bonds (Alternate Revenue Source), Series 2015

\$15,755,000 County of McHenry, Illinois, Refunding Debt Certificates, Series 2015

\$7,155,000 Grundy County Public Building Commission, Grundy County, Illinois, Public Building Revenue Refunding Bonds, Series 2015

\$11,000,000 County of Cook, Illinois, Taxable General Obligation Corporate Purpose Notes, Series 2014B

\$10,000,000 County of Macon, Illinois, Revenue Bonds (Millikin University), Series 2014

\$9,795,000 County of Champaign, Illinois, General Obligation Refunding Bonds (Public Safety Sales Tax Alternate Revenue Source), Series 2014

\$5,355,000 Mercer County Public Building Commission, Mercer County, Illinois, Taxable Revenue Refunding Bonds, Series 2014

\$5,125,000 County of St. Clair, Illinois, Taxable General Obligation Debt Certificates (Limited Tax), Series 2014

\$3,795,000 County of Peoria, Illinois, General Obligation (Limited Tax) Refunding Debt Certificates, Series 2014

\$915,000 County of Stephenson, Illinois, Refunding Debt Certificates, Series 2014

\$250,000 County of Fulton, Illinois, General Obligation Debt Certificates (Limited Tax), Series 2014

\$28,735,000 County of St. Clair, Illinois, Highway Revenue Bonds, Series 2013A

\$1,925,000 County of St. Clair, Illinois, Taxable Highway Revenue Refunding Bonds, Series 2013B

\$4,750,000 County of Lake, Illinois, Special Service Area Number 16 Unlimited Ad Valorem Special Tax Bonds, Series 2013

\$3,700,000 County of Rock Island, Illinois, General Obligation Refunding Bonds (Alternate Revenue Source), Series 2013

\$3,695,000 County of St. Clair, Illinois, Taxable General Obligation Debt Certificates (Limited Tax), Series 2013

\$1,750,000 Public Building Commission of St. Clair County, Illinois, Taxable Public Building Revenue Refunding Bonds, Series 2013

\$1,328,990 County of DuPage, Illinois, Special Service Area Number 25 Special Service Area Refunding Bonds, Series 2013

\$798,895 County of DuPage, Illinois, Special Service Area Number 26 Special Service Area Refunding Bonds, Series 2013

\$295,000 County of Franklin, Illinois, Taxable General Obligation Debt Certificates (Limited Tax), Series 2013

Exhibit B: Attorney Resumes



Kyle W. Harding
Partner

Chicago Office
312.845.3278
312.516.3278 (Fax)
harding@chapman.com

Kyle Harding is a partner in Chapman's Illinois Public Finance Department. He joined the Firm in 2005 after participating in the Firm's summer associate program in 2004. His practice includes acting as bond counsel, disclosure counsel and underwriter's counsel on governmental use bond financings.

Kyle routinely advises issuers, investment banks, commercial banks and financial advisors on state and federal tax law matters related to the structure and sale of governmental obligations. He also provides counsel on various disclosure and securities law matters, including SEC and MSRB rules and regulations governing the municipal securities market.

Kyle is a frequent panelist and speaker on public finance and regulatory topics, including post-issuance compliance, county school facility sales tax and election interference.

Presentations

- "Interfund Transfers," "Emerging Bond Issues," and "Basics of School Finance: Revenues," Illinois Association of School Business Officials 2017 Annual Conference, April 2017
- "Tax Caps and Freeze: Preparing for New Legislation" and "School Finance: Expenditures for the Novice," IASB-IASA-IASBO Joint Conference, November 2016
- "Issuing Debt from A to Z" and "Revenues and Expenditures for the Novice," Illinois Association Regional Conferences, October 2016
- "Property Tax Freeze Update — How Will It Impact My District?" Illinois Association of School Administrators Annual Conference, September 2016
- "Tax Caps, the Property Tax Freeze, and Related Considerations," IGFOA Annual Conference, September 2016

Practice Focus

- Public Finance

Education

- University of Michigan Law School
JD, 2005
Associate Editor, *Michigan Journal of Law Reform*
- Kalamazoo College
BA, *magna cum laude*, 2002

Admitted

- Illinois

Memberships

- Illinois Association of School Business Officials (Service Associate)



Erin P. Bartholomy

Partner

Chicago Office
312.845.3893
312.516.1893 (Fax)
bartholo@chapman.com

Erin Bartholomy joined Chapman and Cutler LLP in 1993 and since that time has been working on projects involving governmental purpose bond transactions, primarily where the Firm serves as bond counsel to counties, public building commissions, cities, villages, townships, airport authorities, road districts, school districts, community college districts, park districts, libraries, forest preserve districts, water reclamation districts, fire protection districts, and other bond issuers. Erin is also a member of the Firm's Legislative Practice Group, drafting legislation, reviewing current legislation, advising clients on pertinent legislative issues, and contributing to the Firm's periodic publication of Legislative Updates.

In addition to her legal representation, Erin continues to be active in public finance related organizations. She also served for two sessions on the technical review staff for the Speaker of the Illinois House of Representatives. In addition, Erin has been a panelist and speaker at numerous seminars and conferences conducted by Illinois municipal corporations, associations, and bond market participants and has served on the faculty (with one year as Chairperson) of the National Association of Bond Lawyers annual Fundamentals of Municipal Bond Law Conference. She also served on the Board of Directors of Women in Public Finance.

Practice Focus

- Public Finance

Education

- University of Notre Dame Law School
JD, 1993
Articles Editor, *The Journal of Law, Ethics and Public Policy*
- University of Notre Dame
BA, The Program of Liberal Studies, 1988

Admitted

- Illinois

Memberships

- Illinois Association of School Business Officials
- Illinois Association of School Administrators
- Illinois Government Finance Officers Association
- Illinois Local Government Lawyers Association



Lawrence E. White

Partner

Chicago Office
312.845.3426
312.516.3926 (Fax)
white@chapman.com

Larry White is a partner in the Illinois Public Finance Department at Chapman and Cutler LLP and has been practicing law since 1990. He serves as bond counsel, disclosure counsel and underwriter's counsel to governmental entities and underwriters on a wide variety of governmental financings. Larry also counsels investment banks, commercial banks and financial advisors on a wide variety of government related topics, including public offering disclosure and regulatory compliance. In addition, Larry is a frequent speaker on public finance and related regulatory topics.

Larry has focused his public finance practice on general obligation and revenue bond transactions, including financings for cities, villages, school districts, park districts, counties, libraries and fire protection districts. In addition, he is one of the lead attorneys in the firm's bond counsel representation of each of the City of Chicago and Cook County, Illinois.

Larry was previously named one of the 40 Under Forty Lawyers to watch in Illinois by the Law Bulletin Publishing Company. He has also previously served as Assistant Legal Counsel to Speaker Michael J. Madigan of the Illinois House of Representatives.

Publications

- "Governing Law for Municipal Bankruptcy in Illinois," *Pratt's Journal of Bankruptcy Law* (January 2014): 16-21.
- "Home Rule in Illinois: A Modern Controversy Reignites an Old Debate," *The Dispatch* (Late Winter 2014): 6-8.
- "Issuing School Bonds: Standards of Care in a Heightened Regulatory Environment," *The Journal of School Business Management, Illinois Association of School Business Officials* 24.2 (Fall 2012): 10-18.

Recent Presentations

- "To Borrow or Not to Borrow? Making Sense of Issuing Bonds in Today's Uncertain Illinois Bond Market" (Webinar), Illinois Government Finance Officers Association, October 2017

Practice Focus

- Public Finance

Education

- University of Pennsylvania Law School
JD, 1990
- University of Texas
BBA, Accounting, High Honors,
1987

Admitted

- Illinois

Memberships

- National Association of Bond Lawyers
- Illinois Government Finance Officers Association
- Illinois Tax Increment Association



Sarah A. Breitmeyer

Partner

Chicago Office
312.845.3497
312.516.1897 (Fax)
breitmey@chapman.com

Sarah Breitmeyer is a partner in Chapman's Tax Department. She participated in the firm's summer associate program in 2006, and joined the firm in 2007. Prior to joining Chapman and Cutler, Sarah worked as a litigation management coordinator for Special Risk Services Group, LLC.

Sarah provides tax advice related to tax-exempt financings, including new money and refunding financings for the benefit of governmental units, 501(c)(3) organizations and private corporations, and represents governmental issuers, underwriters, investment brokers and outside bond counsel in tax-exempt financing matters. She regularly provides the tax analysis as bond counsel with respect to numerous tax-exempt bond issues for the benefit of 501(c)(3) organizations including colleges and universities, hospitals, museums, cultural institutions and research organizations and has drafted post-issuance tax compliance policies and procedures for numerous 501(c)(3) organizations. Sarah provides advice concerning multipurpose financings, working capital borrowings, advance refundings, derivative products, output facilities, post-issuance tax compliance and procedures and defense of IRS audits of tax exempt and build America bonds. In addition, she has served on comment projects of the ABA related to working capital financings and management contract guidelines.

Presentations

- "The New Money Bond Issue," NABL's 15th Annual Tax and Securities Law Institute, March 9 – 10, 2017
- "Management and Service Contracts," NABL's 15th Annual Tax and Securities Law Institute, March 9 – 10, 2017
- "Tax Issues in 501(c)(3) Financings," NABL's 41st Bond Attorneys Workshop, October 19 – 21, 2016
- "Tax-Exempt Bond Processes and Rules from Alpha to Omega," The Treasury Institute for Higher Education's Tax-Exempt Bond Compliance Workshop, December 7 – 9, 2015

Practice Focus

- Tax
- Public Finance

Education

- Loyola University Chicago
School of Law
JD, *magna cum laude*, 2007
- University of Illinois at Urbana-Champaign
BS, 2002

Admitted

- Illinois

Memberships

- National Association of Bond Lawyers
- American Bar Association

- "Remedial Action and Voluntary Closing Agreement Program (VCAP)," The Treasury Institute for Higher Education's Tax-Exempt Bond Compliance Workshop, December 7 – 9, 2015
- "Private Activity Bonds Tests," NABL 13th Annual Tax & Securities Law Institute, March 5 – 6, 2015
- "Tax-Exempt Bond Process and Rules from Alpha to Omega," The Treasury Institute for Higher Education's Tax-Exempt Bond Compliance Workshop, December 10 – 12, 2014
- "Tax Issues for Transactional Lawyers," Chapman and Cutler LLP, July 2013
- "The Bonds are Issued, Then What? Post Issuance Compliance for Municipal Bonds," May 2012
- "Formation and Qualification of Exempt Organizations," March 2012
- "Working Capital Borrowings," February 2012
- "After the Bonds are Issued: IRS Compliance Checks and Resolving Compliance Issues," September 2011
- "Maximizing the Financial Impact of the New Federal Stimulus Law," West Central Municipal Conference, October 2009
- "Economic Disruption, the Stimulus Package and the Effect on the Municipal Bond Market," Women in Public Finance Conference, April 2009

FIRM	\$ 5,000,000 Alternate Revenue Bonds	\$ 10,000,000 Alternate Revenue Bonds	\$ 5,000,000 Alternate Revenue Bonds (Refunding)	\$ 10,000,000 Alternate Revenue Bonds (Refunding)
Chapman and Cutler LLP	\$ 9,500	\$ 15,000	No additional charge for refunding bonds	
Kutakrock	\$ 7,500	\$ 10,000	\$ 10,000	\$ 12,500
Ice Miller LLP	\$ 9,500	\$ 12,500	\$ 11,500	\$ 14,500
Katten	\$ 11,000	\$ 16,000	No additional charge for refunding bonds	
Miller Canfield	\$ 15,000	\$ 22,500	No additional charge for refunding bonds	
Hinshaw & Culbertson LLP	\$ 22,500	\$ 25,000	No additional charge for refunding bonds	



Executive Summary

Date: January 25, 2018
To: Operations and Administrative Committee
Prepared by: Purchasing Department
Subject: Garbage Collection Services Bid #17B-2126

County Code: Winnebago County Purchasing Ordinance

Background:

The Purchasing Department went out for Bid #17B-2126 in December of 2017 for a Garbage Collection Services contract. The bid allowed for an initial two (2) year contract, with the possibility of three (3) one (1) year renewal periods, beginning February 1, 2018.

There were a total of two bidders, with Rock River Disposal Services being the lowest responsible bidder (See bid tab). Rock River Disposal Services was previously awarded the Garbage Collection Services Bid #12-1962 in 2012.

Recommendation:

Rock River Disposal Services has provided satisfactory service to the County during the past 3 years. They have bid lower rates than we have paid in previous years by a small margin plus they use the County landfill.

Therefore, it is recommended that Rock River Disposal Services be awarded a contract for Bid #17B-2126.

Purchasing Department

404 Elm Street • Room 202 • Rockford, IL 61101

Website: www.WinColl.us

It is our mission to provide high quality services and promote a safe community for all people in Winnebago County.

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Gary Jury
Submitted by: Operations & Administrative Committee

2018 CR

RESOLUTION AWARDING BIDS FOR GARBAGE COLLECTION SERVICES

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Article VI, Section 2-341, that all purchases for and contracts for supplies, materials, equipment, and contractual services, the value of which is estimated to exceed \$12,000, shall be based on competitive bids by the County Board; and

WHEREAS, competitive bids for 17B-2126 were received on December 13, 2017 by the Purchasing Department for the following:

17B-2126
GARBAGE COLLECTION SERVICES

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the bids received for the aforementioned item(s) and recommends awarding the bid as follows:

Rock River Disposal Services
4002 S. Main Street
Rockford, IL 61102
(SEE BID TAB FOR PRICING)

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

VARIOUS DEPARTMENTS ACCOUNTS

NOW, THEREFORE, BE IT RESOLVED, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the Garbage Collection Services bid and recommends a two (2) year contract, with three (3) one (1) year optional renewal periods, beginning February 1, 2018 with Rock River Disposal Services, 4002 S. Main St., Rockford, IL 61102.

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 Facilities Engineer, Director of Purchasing, Finance Director, and County Auditor.

Respectfully Submitted,
OPERATIONS & ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

GARY JURY, CHAIRMAN

GARY JURY, CHAIRMAN

JEAN CROSBY

JEAN CROSBY

ANGIE GORAL

ANGIE GORAL

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

ELI NICOLosi

ELI NICOLosi

DOROTHY REDD

DOROTHY REDD

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this _____ day of _____ 2018.

ATTESTED BY:

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

MARGIE M. MULLINS
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

Garbage Collection**Services Bid Tab****Bid # 17B-2126****December 13, 2017- 10:30 A.M.**

	LOCATION	FREQUENCY OF SERVICE	VENDOR	TOTAL AMT. PER YEAR	VENDOR	TOTAL AMT. PER YEAR
			Advanced Disposal		Rock River Disposal	
1.)	County Courthouse:	8 Yard covered box x 6 days weekly	\$449.00/Month	\$5,388.00	\$505.00/Month	\$6,060.00
2.)		20 Yard container x on-call	\$120.00-Haul /37 Ton		\$115.00-Haul /39 Ton	
3.)		4 Yard (Recycle) x 6 days weekly	\$275.00/Month	\$3,300.00	\$80.00/Month	\$960.00
4.)		Delivery of 20 yard container	0	0	0	0
5.)	Public Safety Building	8 Yard covered box x 3 days weekly	319.00/Month	\$3,828.00	\$189.09/Month	\$2,269.08
6.)	Juvenile Justice Center	2 Yard covered box x 3 days weekly	\$71.45/Month	\$857.40	\$71.01/Month	\$852.12
7.)	Adult Probation	2 Yard covered box x 3 days weekly	\$71.45/Month	\$857.40	\$71.01/Month	\$852.12
8.)	Criminal Justice Center	Delivery charge of 8 yard	0	0	0	0
9.)		8 Yard (yard) waste x on-call	\$81.09	Per on-call usage	\$40.00	Per on-call usage
10.)		35 Yard compactor roll-off x on-call	\$120.00- Haul/37 Ton		\$115.00-Haul/39 Ton	
11.)		20 Yard roll off x on-call	\$120.00- Haul/37 Ton		\$115.00-Haul/39 Ton	
12.)	County Administration Building	6 Yard x 3 days weekly	\$104.00/Month	\$1,248.00	\$141.07/Month	\$1,692.84
13.)	911 Center	8 Yard covered box x 1 day weekly	\$54.00/Month	\$648.00	\$73.50/Month	\$882.00
14.)	Memorial Hall	2 Yard covered w/castors x 1 day weekly	\$21.05/Month	\$252.60	\$21.65/Month	\$259.80

	LOCATION	FREQUENCY OF SERVICE	VENDOR	TOTAL AMT. PER YEAR	VENDOR	TOTAL AMT. PER YEAR
15.)	County Highway (Location A)	20 Yard roll-off	\$120.00-Haul/37 Ton		\$115.00-Haul/39 Ton	
16.)		4 Yard (Recycle) covered box x 1 day weekly	\$39.00/Month	\$468.00	\$25.73/Month	\$308.76
17.)	County Highway (Location B)	8 Yard covered box x on-call	\$21.09/Month	\$253.08	\$40.00/Month	\$480.00
18.)	Animal Services	8 Yard covered box x 3 days weekly	\$191.94/Month	\$2,303.28	\$189.09/Month	\$2,269.08
19.)		2 Yard (Recycle) covered box x 2 days weekly	\$44.00/Month	\$528.00	\$44.10/Month	\$529.20
20.)	Juvenile Detention	6 Yard covered box x 2 days weekly	\$109.25/Month	\$1,311.00	\$68.60/Month	\$823.20
21.)	River Bluff Nursing Home	30 Yard compactor roll off x on-call	\$120.00-Haul/37 Ton		\$115.00-Haul/39 Ton	
22.)		20 Yard roll off x on-call	\$120.00-Haul/37 Ton		\$115.00-Haul/39 Ton	
23.)	Health Department (401 Division)	8 Yard covered box x 1 day weekly	\$74.00/Month	\$888.00	\$73.50/Month	\$882.00
24.)		6 Yard (Paper Recycle) covered box x 1 per month	\$19.00/Month	\$228.00	\$19.62/Month	\$235.44
25.)		.5 Yard (Recycle) covered box x 1 day weekly	\$9.00/Month	\$108/00	\$10.00/Month	\$120.00
26.)	Health Department (555 Court)	8 Yard covered box x 1 day weekly	\$74.00/Month	\$888.00	\$73.50/Month	\$882.00
27.)		6 Yard (Recycle) covered box x 1 day weekly	\$19.00/Month	\$228.00	\$19.62/Month	\$235.44

	Winnebago County Forest Preserve:					
		2 yard/6 months once per week pickup/Cost per month	\$22.00/Month	\$132.00	\$28.00/Month	\$168.00

	Winnebago County Forest Preserve:	FREQUENCY OF SERVICE	VENDOR	TOTAL AMT. PER YEAR	VENDOR	TOTAL AMT. PER YEAR
		2 yard/6 months two times per week pickup/Cost per month	\$40.00/Month	\$240.00	\$47.19/Month	\$283.14
		4 yard/6 months once per week pickup/Cost per month	\$39.00/Month	\$234.00	\$45.00/Month	\$270.00
		4 yard /6 months two time per week pickup/Cost per month	\$78.00/Month	\$468.00	\$80.00/Month	\$480.00
		2 yard /seasonal 1-2 pickups per week/Cost per month	\$22.00/\$40.00		\$28.00/\$47.19	
		4 yard /seasonal 1-2 pickups per week /Cost per month	\$22.00/\$40.00		\$28.00/\$47.19	
		2 yard /yearly one pick up per week/Cost per year	\$264.00/Year	\$264.00	\$270.48/Year	\$270.48
		2 yard /yearly one pick up per week (Recycle)/ Cost per year	\$264.00/Year	\$264.00	\$235.20/Year	\$235.20
		2 yard /seven months one pickup per week/Cost per month	\$22.00/Month	\$154.00	\$28.00/Month	\$196.00
		4 yard /yearly one pickup per week/Cost per year	\$468.00/Year	\$468.00	\$470.40/Year	\$470.40
		6 yard/ 6months once per week pick-up/ Cost per month	\$54.62/Month	\$327.72	\$70.00/Month	\$420.00
		6 yard/ 6months two times per week pick-up/Cost per month	\$109.25/Month	\$655.50	\$119.51/Month	\$717.06
		4 yard on-call/Cost per on-call usage	\$39.00/on-call use	\$39.00/on-call	\$25.00/on-call use	\$25.00/on-call
		8 yard/one day use on-call/cost per on-call usage	\$74.00/on-call use	\$74.00/on-call	\$40.00/on-call use	\$40.00/on-call

Sponsored by: Gary Jury

COUNTY BOARD MEETING
January 25, 2018

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Submitted by: Operations and Administrative Committee

2018 CR

**RESOLUTION AUTHORIZING THE ADMINISTRATOR OF
RIVER BLUFF NURSING HOME TO ENTER INTO A PARTICIPATING
PROVIDER AGREEMENT**

WHEREAS, the County of Winnebago owns and operates River Bluff Nursing Home;
and

WHEREAS, River Bluff provides care to residents who are funded through various
Medicaid programs; and

WHEREAS, effective January 1, 2018, the State of Illinois is replacing certain Medicaid
programs with the HealthChoice Illinois Medicaid Managed Care Program, which is managed
for River Bluff by Harmony Health Plan, Inc; and

WHEREAS, Pamela Gentner, Administrator of River Bluff Nursing Home, recommends
that the County of Winnebago enter into an agreement with Harmony Health Plan, Inc.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of
Winnebago, Illinois, that Pamela Gentner, Administrator of River Bluff Nursing Home, is hereby
authorized and directed to, on behalf of the County of Winnebago, enter into an agreement with
Harmony Health Plan, Inc.

BE IT FURTHER RESOLVED, that the agreement entered into by Pamela Gentner
pursuant to the authority granted in this Resolution shall contain substantially the same terms as
the Participating Provider Agreement which is attached to this Resolution and marked as
“Exhibit A”.

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

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby directed to prepare and deliver certified copies of this Resolution to the Administrator of River Bluff Nursing Home and the County Auditor.

Respectfully submitted,
OPERATIONS & ADMINISTRATIVE COMMITTEE

GARY JURY, CHAIRMAN

GARY JURY, CHAIRMAN

ANGIE GORAL

ANGIE GORAL

JOE HOFFMAN

JOE HOFFMAN

DOROTHY REDD

DOROTHY REDD

ELI NICOLosi

ELI NICOLosi

KEITH McDONALD

KEITH McDONALD

JEAN CROSBY

JEAN CROSBY

The above and foregoing Resolution was adopted by the County Board of Winnebago, Illinois, this ____ day of _____, 2018.

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

Attested by:

Margie M. Mullins
Clerk of the County Board
of the County of Winnebago, Illinois

Standard Provider Agreement Package Checklist

The following documents must be submitted along with your signed Standard Provider Agreement (SPA) as a completed SPA package. Check to make sure you are submitting all necessary documentation to ensure a successfully executed contract with ILS.

I, Pamela Gentner verify that County of Winnebago DBA River Bluff Nursing Home has completed and submitted the following documents, and request a copy of the fully executed contract between ILS and my agency:

☒ Completed and signed Standard Provider Agreement (SPA)

- ✓ Page 1- fill in your agency's legal name
- ✓ Page 20- Signatures required
- ✓ Pages 24- 26 Attachment A-3 Subcontractor to complete all information and sign (if applicable)

☒ Copy of W9

☒ Completed ILS Attachment A for each physical location which will be providing services

E-mail a copy of your completed SPA package to ILProviders@ilshealth.com or mail completed SPA package with original signatures to:

Independent Living Systems
2311 W 22nd St, Suite 105
Oak Brook, IL 60523
Attention: Provider Relations Dept.

Questions can be directed to the Provider Relations Hotline: **888-234-6402**

PARTICIPATING PROVIDER AGREEMENT

THIS PARTICIPATING PROVIDER AGREEMENT ("Agreement") is made and entered into by and between Harmony Health Plan, Inc. ("Health Plan") and County of Winnebago DBA River Bluff Nursing Home ("Contracted Provider"). Health Plan and Contracted Provider are sometimes referred to together as the "Parties" and individually as a "Party".

WHEREAS, Health Plan issues (or is pursuing a license allowing it to issue) health benefit plans and seeks to include health care providers in one or more provider networks for such plans; and

WHEREAS, Contracted Provider provides or arranges for the provision of health care items and services to the general public by health care providers employed by or subcontracted with Contracted Provider; and

WHEREAS, Health Plan and Contracted Provider desire to enter into this Agreement whereby Contracted Provider will provide or arrange for the provision of health care items and services to Health Plan's health benefit plan enrollees in exchange for payments from Health Plan, all subject to and in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, the Parties agree as follows:

1. Construction.

1.1 The base part of this Agreement is designed for use with a variety of providers and Benefit Plans. Provisions specific to particular providers and Benefit Plans are included in Attachments to the Agreement.

1.2 The following rules of construction apply to this Agreement: (a) the word "include", "including" or a variant thereof shall be deemed to be without limitation; (b) the word "or" is not exclusive; (c) the word "day" means calendar day unless otherwise specified; (d) the term "business day" means Monday through Friday, except Federal holidays; (e) all words used in this Agreement will be construed to be of such gender or number as the circumstances require; (f) references to specific statutes, regulations, rules or forms, such as CMS 1500 and UB-04 forms, include subsequent amendments or successors to them; and (g) references to a government department or agency include any successor departments or agencies.

2. Definitions. In addition to terms defined elsewhere in this Agreement, the following capitalized terms when used in this Agreement shall have the meanings set forth below. If an identical term is defined in a Program Attachment, the definition in the Program Attachment shall control with respect to Benefit Plans governed by the Program Attachment.

2.1 "Affiliate" means, with respect to a particular entity, another entity that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, the entity. An entity "controls" an entity in which it has the power to vote, directly or indirectly, 50 percent or more of the voting interests in such entity or in the case of a partnership if it is a general partner, or the power to direct or cause direction of management and policies of such entity, whether through the ownership of voting shares, by contract or otherwise.

2.2 **"Benefit Plan"** means a health benefit policy or other health benefit contract or coverage document (a) issued by Health Plan or (b) administered by Health Plan pursuant to a Government Contract. Benefit Plans and their designs are subject to change periodically.

2.3 **"Carve Out Agreement"** means an agreement between Health Plan and a third party Participating Provider whereby the third party assumes financial responsibility for or may provide certain management services related to particular Covered Services. Examples of possible Carve Out Agreements include agreements for radiology, laboratory, dental, vision, or hearing services.

2.4 **"Clean Claim"** means a claim for Covered Services that is (i) received timely by Health Plan, (ii) is on a completed, legible CMS 1500 form or UB 04 form, or electronic equivalent, (iii) is true, complete, accurate, and includes all necessary supporting documentation, (iv) includes all relevant information necessary to comply with Laws and Program Requirements and to determine payor liability, (v) is not subject to coordination of benefits, and (vi) is not under review for Medical Necessity. A Clean Claim does not include a claim from a Provider who is under investigation for fraud or abuse.

2.5 **"Covered Services"** means Medically Necessary health care items and services covered under a Benefit Plan.

2.6 **"Credentialing Criteria"** means Health Plan's criteria for the credentialing or re-credentialing of Providers.

2.7 **"DHHS"** means the U.S. Department of Health and Human Services, including its agency the Centers for Medicare and Medicaid Services ("**CMS**") and its Office of Inspector General ("**OIG**").

2.8 **"Effective Date"** means the date this Agreement becomes effective as determined by Health Plan and set forth on the signature page of this Agreement. Federal law prohibits Health Plan from contracting with individuals or entities that are barred from participation in Federal Health Care Programs. Accordingly, the Effective Date is subject to Health Plan's completion of credentialing and determination that Contracted Provider meets the Credentialing Criteria.

2.9 **"Emergency Services"** shall be as defined in the applicable Program Attachment.

2.10 **"Encounter Data"** means encounter information, data and reports for Covered Services provided to a Member that meets the requirements for Clean Claims.

2.11 **"Federal Health Care Program"** means a Federal health care program as defined in section 1128B(f) of the Social Security Act, and includes Medicare, Medicaid, and CHIP.

2.12 **"Government Contract"** means a contract between Health Plan and a Governmental Authority or government authorized entity for Health Plan to provide health benefits coverage for Federal Health Care Program beneficiaries.

2.13 **"Governmental Authority"** means the United States of America, the States, or any department or agency thereof having jurisdiction over Health Plan, a Provider or their respective Affiliates, employees, subcontractors or agents.

2.14 **"Ineligible Person"** means an individual or entity who (a) is currently excluded, debarred, suspended or otherwise ineligible to participate in (i) Federal Health Care Programs, as may be identified in the List of Excluded Individuals/Entities maintained by the OIG, or (ii) Federal procurement

or non-procurement programs, as may be identified in the System for Award Management maintained by the General Services Administration, (b) has been convicted of a criminal offense subject to OIG's mandatory exclusion authority for Federal Health Care Programs described in section 1128(a) of the Social Security Act, but has not yet been excluded, debarred or otherwise declared ineligible to participate in such programs, or (c) is currently excluded, debarred, suspended or otherwise ineligible to participate in State medical assistance programs, including Medicaid or CHIP, or State procurement or non-procurement programs as determined by a State Governmental Authority.

2.15 **"Laws"** means any and all applicable laws, rules, regulations, statutes, orders, standards, guidance and instructions of any Governmental Authority, as adopted, amended, or issued from time to time, including (a) the Social Security Act, including Titles XVIII (**"Medicare"**), XIX (**"Medicaid"**) and XXI (State Children's Health Insurance Program or **"CHIP"**), (b) the Health Insurance Portability and Accountability Act of 1996 (**"HIPAA"**), (c) Federal and State privacy laws other than HIPAA, (d) Federal and State laws regarding patients' advance directives, (e) State laws and regulations governing the business of insurance, (f) State laws and regulations governing third party administrators or utilization review agents, and (g) State laws and regulations governing the provision of health care services.

2.16 **"Medically Necessary"** or **"Medical Necessity"** shall be as defined in the applicable Program Attachment.

2.17 **"Member"** means an individual properly enrolled in a Benefit Plan and eligible to receive Covered Services at the time such services are rendered.

2.18 **"Member Expenses"** means copayments, coinsurance, deductibles, or other cost share amounts, if any, that a Member is required to pay for Covered Services under a Benefit Plan.

2.19 **"Non-Contracted Services"** means Covered Services that are (a) subject to Carve Out Agreements and not approved by Health Plan in advance as further described in this Agreement, or (b) provided by an Ineligible Person.

2.20 **"Overpayment"** means the payments a Provider receives from Health Plan or its Affiliates to which the Provider is not entitled, including payments (a) for items and services that are not Covered Services, (b) paid in error, (c) resulting from enrollment errors, (d) resulting from claims payment errors, data entry errors or incorrectly submitted claims, or (e) for claims paid when Health Plan was the secondary payor and the Provider should have been reimbursed by the primary payor. An Overpayment also includes any payment Health Plan makes to satisfy an obligation of a Provider, including refunds of improperly collected Member Expenses to a Member or reimbursement to subcontracted Providers.

2.21 **"Participating Provider"** means an individual or entity that has entered into an agreement with Health Plan or a Health Plan contractor to provide or arrange for the provision of Covered Services to Members.

2.22 **"Principal"** means a person with a direct or indirect ownership interest of five percent or more in Provider.

2.23 **"Program"** means (a) a Federal Health Care Program, or (b) a commercial insurance program, including a program created under Laws regarding commercial health insurance exchanges.

2.24 **"Program Attachment"** means an attachment to this Agreement describing the terms of a Provider's participation in Health Plan's provider network for a Program.

2.25 **“Program Requirements”** means the requirements of Governmental Authorities governing a Provider’s participation in Health Plan’s provider network and rendering Covered Services to Members pursuant to a Benefit Plan, including where applicable the requirements of a Government Contract, which include those terms set forth in a Program Attachment.

2.26 **“Provider”** means (a) Contracted Provider or (b) other individual or entity that is employed, or directly or indirectly subcontracted by Contracted Provider to provide or arrange for the provision of Covered Services to Members under this Agreement.

2.27 **“Provider Manual”** means, collectively, Health Plan’s provider manuals, quick reference guides, WellCare Companion Guide, and educational materials setting forth Health Plan’s requirements, rules, policies and procedures applicable to Participating Providers, as adopted or amended by Health Plan from time to time. The Provider Manual is available on Health Plan’s website.

2.28 **“State”** means any of the 50 United States, the District of Columbia or a U.S. territory.

2.29 **“WellCare”** means WellCare Health Plans, Inc., an Affiliate of Health Plan.

2.30 **“WellCare Companion Guide”** means the transaction guide that sets forth data requirements and electronic transaction requirements for Clean Claims and Encounter Data submitted to Health Plan or its Affiliates, as amended from time to time. The WellCare Companion Guide is part of the Provider Manual.

3. Scope.

3.1 Non-Contracted Services are outside the scope of this Agreement.

3.2 Providers may freely communicate with Members about their treatment regardless of benefit coverage limitations. Health Plan does not dictate or control clinical decisions respecting a Member’s medical treatment or care. Medical care is the responsibility of the treating Provider regardless of any coverage determination by Health Plan. Nothing in this Agreement shall be interpreted to permit interference by Health Plan with communications between a Provider and a Member regarding the Member’s medical condition or available treatment options.

3.3 This is not an exclusive agreement for either Party, and there is no guarantee (a) Health Plan will participate in any particular Program, or (b) any particular Benefit Plan will remain in effect.

3.4 Subject to Laws and Program Requirements, Health Plan reserves the right to create distinct provider networks for a Benefit Plan, and to determine Provider participation in such networks.

3.5 Subject to Laws and Program Requirements, Health Plan reserves the right to approve any Provider’s participation under this Agreement, or to terminate or suspend any Provider from participation under this Agreement or one or more particular Benefit Plans. Health Plan is not obligated to refer or assign a minimum number of Members to or maintain a minimum number of Members with a Provider.

3.6 There shall be no joint liability among the Health Plan Affiliates with regard to each Health Plan’s obligations under the Agreement. The parties further agree that only the legal entity issuing the applicable Benefit Plan shall incur any liability to Provider by virtue of the Agreement.

4. Provider Responsibilities.

4.1 Principals. Contracted Provider shall comply with requirements for disclosure of ownership and control, business transactions, and information for persons convicted of crimes against Federal Health Care Programs as described in section 1124 of the Social Security Act, 42 CFR part 420 subpart C (Program Integrity: Medicare) and 42 CFR part 455 subpart B (Program Integrity: Medicaid). Prior to the Effective Date of the Agreement, Contracted Provider shall, for itself and its Principals, provide Health Plan with a complete, accurate, and current ownership disclosure form in a form and format acceptable to Health Plan or as required by Governmental Authorities to enroll in a Program. Contracted Provider shall notify Health Plan of any change in the information 30 days prior to the date of such change.

4.2 Providers. Contracted Provider shall provide Health Plan with the information listed on the Attachment titled "Information for Providers" for itself and the Providers as of the Effective Date, in a form and format acceptable to Health Plan. Contracted Provider shall provide notice to Health Plan of any change in the information for itself and the Providers within 30 days of the change. When Contracted Provider terminates a Provider, other than for cause, Contracted Provider will give Health Plan at least 90 days prior written notice of the termination.

4.2.1 Employed Providers. Contracted Provider shall maintain and enforce binding internal policies and procedures or agreements with its employed Providers that are consistent with and require adherence to this Agreement. Contracted Provider shall provide Health Plan with such information requested by Health Plan, or as required by a Governmental Authority or accreditation body, necessary to verify the employment of its employed Providers.

4.2.2 Subcontracted Providers. If Contracted Provider, such as an independent practice association, physician hospital organization or physician group, uses subcontracted Providers:

(a) Contracted Provider shall maintain and enforce written agreements with its subcontracted Providers that are consistent with and require adherence to this Agreement. Upon Health Plan's request, Contracted Provider shall provide Health Plan with copies of entire agreements between itself or other Providers and the subcontracted Providers. The compensation terms in such agreements may be redacted unless required by Governmental Authorities. In no event shall an agreement between or among Providers supersede this Agreement respecting matters covered by this Agreement. Notwithstanding anything to the contrary in any such agreement, this Agreement shall control over the terms of any such agreement in all respects as to matters covered by this Agreement.

(b) Upon Health Plan's request, Contracted Provider shall provide Health Plan with a duly executed Opt In Agreement in the form set forth on the Attachment titled "Form of Opt-In Agreement" from each subcontracted Provider. Each executed Opt In Agreement shall be made a part of and incorporated into this Agreement, and Contracted Provider accepts the appointment in the Opt In Agreement to act on the subcontracted Provider's behalf. If Health Plan requests and does not receive a duly executed Opt In Agreement for a proposed subcontracted provider, Health Plan shall not approve the proposed subcontracted provider or its employed providers as Providers under this Agreement. Contracted Provider waives any non-compete provisions in its agreements with subcontracted Providers to the extent that, if enforced, would prohibit a subcontracted Provider from contracting directly with Health Plan pursuant to the Opt-In Agreement.

(c) Subcontracted Providers shall maintain and enforce binding internal policies and procedures or agreements with their employed Providers that are consistent with and require adherence to this Agreement. Subcontracted Providers shall provide Health Plan with

such information requested by Health Plan, or as required by a Governmental Authority or accreditation body, necessary to verify the employment of their employed Providers.

(d) Any obligation of Contracted Provider in this Agreement shall apply to subcontracted Providers to the same extent that it applies to Contracted Provider. Contracted Provider shall require the timely and faithful performance of this Agreement by subcontracted Providers.

4.2.3 Credentialing. All Providers must meet the Credentialing Criteria. Subject to Laws and Program Requirements, (a) Health Plan conducts credentialing of providers before they begin providing Covered Services and re-credentialing from time to time thereafter as required for Health Plan's compliance with Laws, Program Requirements and accreditation standards, and Providers shall consent to and cooperate with such credentialing/re-credentialing, which may include site reviews, and (b) until successful completion of credentialing of a provider by Health Plan, (i) the provider shall not be added as a Participating Provider under this Agreement, and (ii) the provision of, and payment for, Health Plan authorized Covered Services to Members by the provider shall be subject to Health Plan's policies and procedures for non-participating providers.

4.3 Covered Services. Providers shall provide Covered Services to Members, subject to and in accordance with the terms of this Agreement.

4.3.1 Standards. Providers shall provide Covered Services in accordance with Laws and generally accepted standards of medical practice, including nationally recognized clinical protocols and guidelines where available. Providers shall ensure that Covered Services are available to Members on a 24 hour/day, 7 day/week basis, except Providers who do not provide Emergency Services shall ensure that Covered Services are available to Members in accordance with standard operating hours for each Provider location and shall maintain an after-hours phone service for individuals to seek instructions in the event of an emergency.

4.3.2 Eligibility. Except for Emergency Services, Providers shall verify Member eligibility in accordance with the Provider Manual before providing Covered Services to a Member. Health Plan provides member eligibility information through Health Plan's provider website and other means. For Emergency Services, Providers shall verify Member eligibility no later than the next business day after the Member is stabilized or the Provider learning the individual may be a Member, whichever is later. Members' eligibility status is subject to retroactive disenrollment, and Health Plan may, unless prohibited by Laws and Program Requirements, recoup payments for items or services provided to such individuals after the effective date of disenrollment even if such items and services were authorized by Health Plan.

4.3.3 Prior Authorization. Except for Emergency Services or where prior authorization is not required by the Provider Manual, Providers shall obtain prior authorization for Covered Services in accordance with the Provider Manual. Except where not permitted by Laws or Program Requirements, Health Plan may deny payment for Covered Services where a Provider fails to meet Health Plan's requirements for prior authorization.

4.3.4 Referrals. Providers shall not refer Members to other health care providers, including other Participating Providers, for Covered Services without the approval of Health Plan, except (a) in case of Emergency Services, (b) when Member self-referral is permitted by the Benefit Plan, or (c) as permitted by the Provider Manual. When making a referral to another health care provider, a Provider shall furnish the other provider complete information on treatment procedures and diagnostic tests performed prior to such referral, which may include providing copies of the medical records.

4.3.5 Non-Covered Services. Before a Provider provides items or services to a Member that are not Covered Services, Provider shall (a) inform the Member of the specific items or services that are not Covered Services and that they will not be paid for by Health Plan, and (b) obtain the Member's written agreement to pay for such specific items or services after being so advised. Provider may contact Health Plan to determine if an item or service is a Covered Service.

4.3.6 Carve Out Agreements. While a Carve Out Agreement is in effect, Covered Services subject to the Carve Out Agreement shall be Non-Contracted Services and are not within the scope of this Agreement, except for (a) Emergency Services, or (b) Covered Services authorized by Health Plan in advance in accordance with the Provider Manual, in which cases the terms and conditions of this Agreement, including compensation, shall apply. Health Plan shall notify Contracted Provider of Carve Out Agreements through the Provider Manual or other notice. Upon expiration or termination of a Carve Out Agreement, Provider shall provide the Covered Services to Members that were subject to the Carve Out Agreement, subject to and in accordance with the terms of this Agreement, including compensation.

4.4 Claims and Encounter Data / EDI.

4.4.1 Clean Claims. Providers shall prepare and submit Clean Claims to Health Plan within 180 days or such other time period required by Laws or Program Requirements, of the date of a Covered Service or the date of discharge from an inpatient facility, as the case may be. Unless prohibited by Laws and Program Requirements, Health Plan may deny payment for any claims that fail to meet Health Plan's submission requirements for Clean Claims or that are received after the time limit in this Agreement for filing Clean Claims.

4.4.2 Additional Reports. If Health Plan requests additional information, data, or reports from a Provider regarding Covered Services provided to Members for risk adjustment data validation or other administrative purposes, even if Health Plan has paid claims or accepted Encounter Data related to the Covered Services, the Provider shall provide the information, data or reports as requested by Health Plan.

4.4.3 NPI Numbers / Taxonomy Codes. Payment of compensation for Covered Services is conditioned on Providers including their NPI numbers and Provider taxonomy codes on claims or encounter data submitted under this Agreement, and Health Plan may deny payment for Covered Services where a Provider fails to meet these requirements.

4.4.4 Electronic Transaction Requirements. Provider may submit claims and encounter data to Health Plan electronically. Providers shall (a) follow the requirements for electronic data interchange in accordance with the current HIPAA Administrative Simplification transaction standards and WellCare Companion Guide, and (b) submit all claims and encounter data either through a clearinghouse used by Health Plan or directly to Health Plan in accordance with the WellCare Companion Guide.

4.4.5 EFT / Remittance Advice. If a Provider is able to accept payments and remittance advice electronically, (a) the Provider shall register and complete the forms for electronic funds transfer and electronic remittance advice no later than 60 days following Health Plan's confirmation of Provider's status as participating, and (b) Health Plan shall make all payments and remittance advice to the Provider electronically. If a Provider is not able to accept payments and remittance advice electronically, the Provider shall make good faith efforts to be able to accept electronic funds transfer and electronic remittance within 24 months of the Effective Date.

4.4.6 Coordination of Benefits. Health Plan shall coordinate payment for Covered Services in accordance with the terms of a Member's Benefit Plan and Laws. Providers shall provide Health Plan with explanations of benefits and other documents and information in their possession regarding insurance covering a Member that is primary to the Member's Benefit Plan. Providers shall bill primary insurers for items and services they provide to a Member before they submit claims for the same items or services to Health Plan. If Health Plan is not the primary payor for Covered Services provided to a Member, then when not prohibited by Laws or Program Requirements, Health Plan's payment to Provider for such services shall not exceed the compensation in this Agreement less amounts payable by the primary payor or payors, less Member Expenses. Unless prohibited by Laws and Program Requirements, Health Plan may recoup payments for items or services provided to a Member where other insurers are determined to be responsible for such items and services.

4.4.7 Subrogation. Providers shall cooperate and assist Health Plan with its subrogation efforts.

4.4.8 No payment made by Health Plan under this Agreement is intended as a financial incentive or inducement to reduce, limit or withhold Covered Services required by Members.

4.5 Member Protections.

4.5.1 Providers shall not discriminate in their treatment of Members based on Members' health status, source of payment, cost of treatment, participation in Benefit Plans, race, ethnicity, national origin, religion, gender, age, mental or physical disability, sexual orientation, or genetic information.

4.5.2 In no event including nonpayment by Health Plan, Health Plan's insolvency or breach of this Agreement, shall a Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any Member or persons (other than Health Plan) acting on the Member's behalf, for amounts that are the legal obligation of Health Plan. This provision (a) shall survive termination or expiration of this Agreement regardless of the cause giving rise to termination or expiration, (b) shall be construed for the benefit of Members, (c) does not prohibit collection of Member Expenses where lawfully permitted or required, and (d) supersedes any oral or written agreement to the contrary now existing or hereafter entered into between a Provider and Members or persons acting on their behalf.

4.5.3 Regardless of any denial of a claim or reduction in payment to a Provider by Health Plan, in no event will a Member be responsible for payment for any Covered Services other than Member Expenses. However, Members shall not be responsible for Member Expenses where collection of Member Expenses is prohibited by Laws, Program Requirements, or this Agreement. If payment of an amount sought in a claim is denied or reduced by Health Plan, the Provider shall adjust Member Expenses accordingly.

4.5.4 Except where collection of Member Expenses is prohibited by Laws, Program Requirements, or this Agreement, a Provider shall (a) collect Member Expenses directly from the Member, and (b) not waive, discount or rebate any such amounts except as permitted by and in accordance with Laws and Program Requirements regarding prohibited inducements to Federal Health Care Program beneficiaries.

4.5.5 Providers shall not bill Members for any items or services, such as missed appointments or administrative fees, where such billing is prohibited by Laws or Program Requirements.

4.5.6 Provider Manual. The Provider Manual supplements and is made a part of and incorporated into this Agreement, and Providers shall comply with the Provider Manual. Health Plan may amend the Provider Manual from time to time upon notice to Provider by posting to Health Plan's provider website, email or other means of notice permitted by this Agreement, provided that in the case of material revisions to the Provider Manual, Health Plan shall provide notice in accordance with the provisions of this Agreement regarding written notice. Changes to the Provider Manual shall become effective 15 days after such posting or notice, or such other time period required for Health Plan to comply with Laws, Program Requirements or accreditation standards. Providers shall have and maintain systems necessary for access to Health Plan's provider website, and check for revisions to the Provider Manual from time to time.

4.6 Quality Improvement. Providers shall comply with Health Plan's quality improvement programs, including those designed to improve quality measure outcomes in the then current Healthcare Effectiveness Data and Information Set (HEDIS) or other quality or outcome measures. Health Plan may audit Providers periodically and upon request Providers shall provide Records to Health Plan for HEDIS or other quality reasons and risk management purposes, including Records that will enable Health Plan to perform a thorough assessment of the overall care being provided to Members.

4.7 Utilization Management. Providers shall cooperate and participate in Health Plan's utilization review and case management programs. Health Plan's utilization review/case management programs may include provisions for (a) verification of eligibility and prior authorization for Covered Services, (b) concurrent and retrospective reviews, (c) requirements regarding referrals to third party Participating Providers, and (d) corrective action plans.

4.8 Member Grievances / Appeals. Providers shall comply with the Provider Manual, Laws and Program Requirements regarding Member grievances and appeals, including by providing information, records or documents requested by Health Plan and participating in the grievance/appeal process.

4.9 Compliance. In performing this Agreement, Providers shall comply with all Laws and Program Requirements. Providers shall (a) cooperate with Health Plan with respect to Health Plan's compliance with Laws and Program Requirements, including downstream requirements that are inherent to Health Plan's responsibilities under Laws or Program Requirements, and (b) not knowingly take any action contrary to Health Plan's obligations under Laws or Program Requirements.

4.9.1 Privacy / HIPAA. Providers shall maintain Member information and medical records in accordance with Laws, including Federal and State Laws related to privacy and confidentiality of Member information and medical records, including HIPAA, and shall use and disclose such information or records only in accordance with Laws and Program Requirements.

4.9.2 Fraud, Waste and Abuse. Providers shall comply with Laws designed to prevent or ameliorate fraud, waste, and abuse, including applicable provisions of Federal criminal law, the False Claims Act (31 USC §§ 3729 et. seq.), and the anti-kickback statute (section 1128B(b) of the Social Security Act).

4.9.3 Compliance / Program Reporting. OIG publishes compliance program guidance for health care firms available at <http://oig.hhs.gov/fraud/complianceguidance.asp>. Contracted Provider shall, and shall require its employees and its subcontractors and their employees to, comply with Health Plan compliance program requirements, including Health Plan's compliance training requirements, and to report to Health Plan any suspected fraud, waste, or abuse or criminal acts by Health Plan, Contracted Provider, other Providers, their respective employees or subcontractors, or by Members. Reports may be

made anonymously through the WellCare fraud hotline at (866) 678-8355. Also, if DHHS publishes compliance program requirements that providers must follow as a condition of participation in Federal Health Care Programs, Contracted Provider shall, and shall require its subcontractors to, comply with such requirements.

4.9.4 Accreditation. Providers shall comply with policies and procedures required for Health Plan to obtain or maintain its accreditation from accreditation bodies, including the National Committee for Quality Assurance or Utilization Review Accreditation Commission.

4.9.5 Acknowledgement of Federal Funding. Claims, data and other information submitted to Health Plan pursuant to this Agreement may be used, directly or indirectly, for purposes of obtaining payments from Federal or State governments under Federal Health Care Programs, and payments that Providers receive under this Agreement may be, in whole or in part, from Federal funds.

(a) Providers shall, upon request of Health Plan, certify, based on its best knowledge, information and belief, that all data and other information directly or indirectly reported or submitted to Health Plan pursuant to this Agreement is accurate, complete and truthful.

(b) Providers shall not claim payment in any form, directly or indirectly, from a Federal Health Care Program for items or services covered under this Agreement, except for wrap around payments made directly by Governmental Authorities to certain qualified providers, such as Federally qualified health centers ("FQHCs") or rural health clinics ("RHCs") where applicable.

(c) If a Governmental Authority imposes a reduction to the Federal or State funds Health Plan receives under a Government Contract, Health Plan may adjust its payments to Provider by an equivalent or comparable amount. Such adjustment shall be effective concurrent with the effective dates such reductions are imposed upon Health Plan.

4.9.6 Ineligible Persons. Contracted Provider warrants and represents as of the Effective Date and throughout the term of the Agreement and the duration of post expiration or termination transition activities described in this Agreement, that none of it, its Principals or any individual or entity it employs or has contracted with to carry out its part of this Agreement is an Ineligible Person.

4.9.7 Compliance Audit. Health Plan shall be entitled to audit Providers with respect to compliance issues, including their compliance programs, and require them to address compliance issues through education, counseling or corrective action plans. Providers shall cooperate with Health Plan with respect to any such audit, including by providing Health Plan with Records and site access within such time frames as requested by Health Plan.

4.9.8 Fines / Penalties. The following applies if Provider is capitated or Health Plan has delegated activities to Provider pursuant to a separate delegation addendum: Provider shall reimburse Health Plan for any fines, penalties or costs of corrective actions required of Health Plan by Governmental Authorities caused by Provider's failure to comply with Laws or Program Requirements, including failure to submit accurate encounters on a timely basis or to properly perform delegated functions.

4.10 Licensure. Providers shall secure and maintain all necessary licenses, certificates, permits, registrations, consents, approvals and authorizations that must be obtained by them to perform

their obligations under this Agreement. As required by Program Requirements, Providers shall meet the conditions of participation and be enrolled in applicable Federal Health Care Programs (including for dual eligible special needs plan Members, both Medicare and Medicaid) and have all accreditations necessary to meet such conditions of participation.

4.11 Insurance. Contracted Provider and its subcontracted Providers shall secure and maintain for themselves and their employees, commercial general liability and professional liability (malpractice) insurance or self-insurance coverage for claims arising out of events occurring during the term of this Agreement and any post expiration or termination activities under this Agreement, in amounts required to meet Credentialing Criteria, and worker's compensation insurance as required by State Laws. Contracted Provider and its subcontracted Providers shall, upon request of Health Plan, provide Health Plan with certificates of insurance or other evidence of coverage reflecting satisfaction of the foregoing requirements of this paragraph. Contracted Provider and the subcontracted Providers shall provide at least 30 days prior notice to Health Plan in advance of any material modification, cancellation or termination of their insurance. *See Attachment A-1. PG.*

4.12 Proprietary Information. In connection with this Agreement, Health Plan or its Affiliates may disclose to Providers, directly or indirectly, certain information that Health Plan or its Affiliate have taken reasonable measures to maintain as confidential and which derives independent economic value from not being generally known or readily ascertainable by the public ("**Proprietary Information**"). Proprietary Information includes Member lists, the compensation provisions of this Agreement, and other information relating to Health Plan's or its Affiliates' business that is not generally available to the public. Contracted Provider shall, and shall require its subcontractors to, hold in confidence and not disclose any Proprietary Information and not use Proprietary Information except (a) as expressly permitted under this Agreement, or (b) as required by Laws or legal or regulatory process. Contracted Provider shall, and shall require its subcontractors to, provide Health Plan with prior notice of any such disclosure required by Laws or legal or regulatory process so that Health Plan can seek an appropriate protective order. Contracted Provider shall, and shall require its subcontractors to, disclose Proprietary Information only in order to perform their obligations under this Agreement, and only to persons who have agreed to maintain the confidentiality of the Proprietary Information. The requirements of this Agreement regarding Proprietary Information shall survive expiration or termination of this Agreement.

4.13 Required Notices. In addition to any other notices required under this Agreement, Contracted Provider shall notify Health Plan within five business days of Contracted Provider's knowledge, or when Contracted Provider should have known, of any event that could reasonably be expected to impair the ability of a Provider to comply with the obligations of this Agreement, including any of the following: (a) an occurrence that causes any of the representations and warranties in this Agreement made by or on behalf of a Provider to be inaccurate, (b) a Provider fails to maintain insurance as required by this Agreement, (c) a Provider's license, certification or accreditation expires or is suspended, revoked, conditioned or otherwise restricted, (d) a Provider is excluded, suspended or debarred from, or sanctioned under a Federal Health Care Program, (e) a disciplinary action is initiated by a Governmental Authority against a Provider, (f) where applicable, a Provider's hospital privileges are suspended, limited, revoked or terminated, (g) a Provider is under investigation for fraud or a felony, or (h) a Provider enters into a settlement related to any of the foregoing.

5. Health Plan Responsibilities.

5.1 ID Cards. Health Plan shall issue identification cards to Members and instruct them to present their cards to providers when seeking health care items and services.

5.2 Claims Processing. Health Plan shall pay or deny Clean Claims within the time period set forth in Attachment C. Health Plan uses claims editing software programs to assist it in determining proper coding for provider claim reimbursement. Such software programs use industry standard coding criteria and incorporate guidelines established by CMS such as the National Correct Coding Initiative and the National Physician Fee Schedule Database, the AMA and Specialty Society correct coding guidelines, and state specific regulations. These software programs may result in claim edits for specific procedure code combinations.

5.3 Compensation. Compensation shall be as set forth in Attachment C. Providers shall accept such compensation (plus wrap around payments from Governmental Authorities to qualified providers such as FQHCs or RHCs where applicable) as payment in full for Covered Services rendered to Members and all other activities of Providers under this Agreement. Items and services constituting “**never events**” as described in the Provider Manual shall not be paid. Health Plan shall not pay for Non-Contracted Services.

5.4 Medical Record Review. Health Plan shall be entitled to perform concurrent or retrospective reviews of medical records for utilization management purposes or to verify that items and services billed to or paid for by Health Plan were provided and billed correctly in accordance with this Agreement and the Provider Manual, or were Covered Services (including that such items and services were Medically Necessary).

5.5 Overpayments. Overpayment recovery shall be in accordance with Health Plan’s Provider Manual and Providers shall refund Overpayments to Health Plan within 30 days (or such other timeframe as required by Laws or Program Requirements) of the Provider’s receipt of notice from Health Plan of such Overpayments (“Notice Period”) or Provider’s knowledge of such Overpayment. This section regarding Overpayments shall survive expiration or termination of this Agreement. Health Plan shall not seek repayment of an Overpayment from a Provider beyond the time period set forth in Health Plan’s Provider Manual, unless a longer time is required or permitted by Laws or Program Requirements. Notwithstanding anything to the contrary herein, there shall be no deadline within which Health Plan may seek recovery of an Overpayment in a case of fraud.

5.5.1 Unless prohibited by Laws or Program Requirements, Contracted Provider, for itself and the Providers, authorizes Health Plan to offset Overpayments against any future payments due to Provider.

5.5.2 Except for offsets related to changes in Member eligibility, which shall not require notice prior to deducting Overpayments, Health Plan shall notify Providers that an offset against future payments will occur unless the Provider (a) refunds such amounts within the Notice Period, or (b) provides Health Plan with a written explanation of why the Overpayments should not be refunded along with any supporting documentation. If the Provider does not respond within the Notice Period, Health Plan shall deduct Overpayments from future payments.

5.5.3 If Provider disputes Overpayments within the Notice Period, Health Plan shall review the Provider’s explanation and supporting documentation. Health Plan shall notify Provider of its decision to either uphold or overturn its initial determination that the payment at issue was an Overpayment. If Health Plan upholds its decision, the Overpayment will be offset against future payments unless prohibited by Law or Program Requirements.

5.6 Suspension of Payment. If DHHS suspends payments to a Provider while Governmental Authorities investigate a credible allegation of fraud (as determined by DHHS), then Health Plan may

suspend the Provider and payments for Covered Services provided by the Provider during the period of the DHHS suspension of payments.

5.7 Health Plan Designees. With regard to administering Benefit Plans, Health Plan may delegate administrative functions to third parties, and Provider shall cooperate with such third parties to the same extent Provider is required to cooperate with Health Plan.

6. Records, Access & Audits.

6.1 Maintenance. Contracted Provider shall, and shall cause its Providers and subcontractors to, maintain operational, financial and administrative records, contracts, books, files, data, information, and other documentation related to the Covered Services provided to Members, claims filed, quality and cost outcomes, quality measurements and initiatives, and other services and activities conducted under this Agreement (collectively, "**Records**"). Contracted Provider shall ensure that such Records are kept in accordance with Laws, Program Requirements, generally accepted accounting principles (as applicable), and prudent record keeping practices and are sufficient to enable Health Plan to enforce its rights under this Agreement, including this section, and to determine whether Contracted Provider and its subcontractors and their respective employees are performing or have performed Contracted Provider's obligations in accordance with this Agreement, Laws and Program Requirements. Contracted Provider shall, and shall cause its subcontractors to, maintain such Records for the time period set forth in the applicable Program Attachment governing the Benefit Plan. Records that are under review or audit shall be retained until the completion of such review or audit if that date is later than the time frame indicated above.

6.2 Access & Audit. Health Plan shall have the right to monitor, inspect, evaluate and audit Contracted Provider, Providers, and their subcontractors. In connection with any monitoring, inspection, evaluation or audit, Contracted Provider shall, and shall cause Providers and its subcontractors to, provide Health Plan with access to all Records, personnel, physical facilities, equipment and other information necessary for Health Plan or its auditors to conduct the audit. Within three business days of Health Plan's written request for Records, or such shorter time period required for Health Plan to comply with requests of Governmental Authorities, Contracted Provider shall, and shall cause its subcontractors to, collect, compile, and prepare all such Records and furnish such Records to Health Plan in a format reasonably requested by Health Plan. Copies of such Records shall be at no cost to Health Plan. If Provider participates in any health information exchange ("HIE"), Provider hereby consents to the release of any Records contained in such an HIE to Health Plan.

6.3 The requirements of this Agreement regarding Records, access and audit shall survive expiration or termination of this Agreement.

7. Term and Termination.

7.1 Term. The term of this Agreement shall begin on the Effective Date and continue for a period of one year, and thereafter shall renew for successive periods of one year each unless a Party provides notice of nonrenewal to the other at least 90 days before the end of the then current (initial or renewal) term, unless and until the Agreement is terminated in accordance with the terms and conditions of the Agreement, including those in a Program Attachment.

7.2 Termination.

7.2.1 Termination for Convenience. Either Party may terminate this Agreement, in whole or with respect to any particular Program, Benefit Plan, or Covered Service, at any time for any

reason or no reason upon 90 days prior notice to the other. Health Plan may terminate this Agreement as to any particular Provider at any time for any reason or no reason upon 90 days prior notice to Contracted Provider.

7.2.2 Termination for Cause.

(a) A Party may terminate this Agreement for material breach by the other Party of any of the terms or provisions of this Agreement by providing the other Party at least 90 days prior notice specifying the nature of the material breach. During the first 60 days of the notice period, the breaching Party may cure the breach to the reasonable satisfaction of the non-breaching Party.

(b) Health Plan may terminate this Agreement as to a particular Provider for a material failure by the Provider to comply with any of the terms or provisions of this Agreement by providing Contracted Provider at least 90 days prior notice specifying the nature of the material failure. During the first 60 days of the notice period, the affected Provider may cure the material failure to the reasonable satisfaction of Health Plan.

7.2.3 Immediate Termination. Health Plan may terminate this Agreement in its entirety, or with respect to a particular Provider, upon immediate notice to Contracted Provider upon the occurrence of any of the following: (a) termination is necessary for health and safety of Members, (b) a Provider suffers the loss, suspension or restriction of a license from a Governmental Authority or accreditation from an accreditation body required to carry out its obligations under this Agreement, including meeting the conditions of participation in applicable Programs, (c)(1) Contracted Provider becomes an Ineligible Person or voluntarily withdraws from participation in applicable Programs, or (2) another Provider becomes an Ineligible Person or voluntarily withdraws from participation in applicable Programs, and is not immediately terminated by Contracted Provider, (d) a Governmental Authority orders Health Plan to terminate the Agreement, (e) Health Plan reasonably determines or a Governmental Authority determines or advises that a Provider is engaging or has engaged in fraud or abuse, or has submitted a false claim, (f) a Provider fails to meet Credentialing Criteria, (g) a Provider fails to maintain insurance as required by this Agreement, (h) a Provider undergoes a change of control that is not acceptable to Health Plan, or (i) a Provider becomes insolvent, is adjudicated as bankrupt, has its business come into possession or control of any trustee in bankruptcy, has a receiver appointed for it, or makes a general assignment for the benefit of its creditors.

7.2.4 Transition of Care. To ensure that a transition is undertaken in an orderly manner that maximizes Member safety and continuity of care, upon expiration or termination of this Agreement for any reason except for immediate termination, Providers shall (a) continue providing Covered Services to Members through (1) the lesser of the period of active treatment for a chronic or acute medical condition or up to 90 days, (2) the postpartum period for Members in their second or third trimester of pregnancy, or (3) such longer period required by Laws or Program Requirements, and (b) cooperate with Health Plan for the transition of Members to other Participating Providers. The terms and conditions of this Agreement shall apply to any such post expiration or termination activities, provided that if a Provider is capitated, Health Plan shall pay the Provider for such Covered Services at 100 percent of Health Plan's then current rate schedule for the applicable Benefit Plans. The transition of care provisions in this Agreement shall survive expiration or termination of this Agreement.

7.2.5 Notification to Members. Upon expiration or termination of this Agreement, Health Plan will communicate such expiration or termination to Members as required by and in accordance with Laws and Program Requirements. Providers shall obtain Health Plan's prior written approval of Provider communications to Members regarding the expiration or termination of this

Agreement. The foregoing sentence shall not prevent a Provider from engaging in communications with his patient regarding the patient's health.

8. Dispute Resolution.

8.1 Provider Administrative Review and Appeals. Where applicable, a Provider shall exhaust all Health Plan's review and appeal rights in accordance with the Provider Manual before seeking any other remedy. Where required by Laws or Program Requirements, administrative reviews and appeals shall be subject to and resolved in accordance with administrative law.

8.2 Except as prohibited by State Laws, all claims and disputes between Health Plan and a Provider related to this Agreement must be submitted to arbitration within one year of the act or omission giving rise to the claim or dispute, except for claims based on fraud, which must be brought within the State statute of limitation governing fraud claims. The failure to initiate arbitration within the foregoing time period will constitute waiver of such claims and disputes.

8.3 Negotiation. Before a Party initiates arbitration regarding a claim or dispute under this Agreement, the Parties shall meet and confer in good faith to seek resolution of the claim or dispute. If a Party desires to initiate the procedures under this section, the Party shall give notice (a "**Dispute Initiation Notice**") to the other providing a brief description of the nature of the dispute, explaining the initiating Party's claim or position in connection with the dispute, including relevant documentation, and naming an individual with authority to settle the dispute on such Party's behalf. Within 20 days after receipt of a Dispute Initiation Notice, the receiving Party shall give a written reply (a "**Dispute Reply**") to the initiating Party providing a brief description of the receiving Party's position in connection with the dispute, including relevant documentation, and naming an individual with the authority to settle the dispute on behalf of the receiving Party. The Parties shall promptly make an investigation of the dispute, and commence discussions concerning resolution of the dispute within 20 days after the date of the Dispute Reply. If a dispute has not been resolved within 30 days after the Parties have commenced discussions regarding the dispute, either Party may submit the dispute to arbitration subject to the terms and conditions herein.

8.4 Arbitration. Except as barred or excepted by this Agreement, all claims and disputes between the Parties shall be resolved by binding arbitration in Chicago, Illinois. The arbitration shall be conducted through the American Arbitration Association ("**AAA**") pursuant to the AAA Commercial Arbitration Rules then in effect, subject to the following: Arbitration shall be commenced by completing and filing with AAA a Demand for Arbitration form in accordance with the Commercial Arbitration Rules setting forth a description of the dispute, the amount involved and the remedy sought, and sending notice of the demand to the opposing Party. The arbitration shall be held before a single arbitrator, unless the amount in dispute is more than \$10 million, in which case it will be held before a panel of three arbitrators. In a case with a single arbitrator, the Parties shall select the arbitrator by agreement within 30 days of the date the Demand for Arbitration is filed, and if the Parties are unable to agree on the selection of an arbitrator within such time, AAA shall select an independent arbitrator. In the case of a panel, within 30 days of the date the Demand for Arbitration is filed each Party shall select an arbitrator, and the two arbitrators shall select the third arbitrator, and if the two arbitrators are unable to agree on the selection of a third arbitrator within such time, AAA shall select an independent third arbitrator. The arbitrator or panel may not certify a class or conduct class based arbitration. The decision of the arbitrator or panel shall be final and binding on the Parties. The award of the arbitrator or panel may be confirmed or enforced in any court having jurisdiction. Each Party shall assume its own costs related to the arbitration, including costs of subpoenas, depositions, transcripts, witness fees, and attorneys' fees. The compensation and expenses of the arbitrator and administrative fees or costs of the arbitration shall be borne equally by the Parties.

9. Miscellaneous.

9.1 Governing Law / Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois except where Federal law applies, without regard to principles of conflict of laws. Each of the Parties hereby agrees and consents to be subject to the exclusive jurisdiction and venue of the appropriate State or Federal court located in Cook County, Illinois in any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement.

9.2 Waiver of Jury Trial. Each Party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, trial by jury in any suit, action or proceeding arising hereunder.

9.3 Equitable Relief. Notwithstanding anything in this Agreement, either Party may bring court proceedings to seek an injunction or other equitable relief to enforce any right, duty or obligation under this Agreement.

9.4 Independent Contractors. The Parties are independent contractors. This Agreement shall not be deemed to create a partnership or joint venture, or an employment or agency relationship between the Parties. Neither Party has the right or authority to assume or create any obligation or responsibility on behalf of the other. Neither Party is liable for the acts of the other.

9.5 No Steering. For the term of this Agreement and for one year thereafter, Providers shall not engage in steering or otherwise directly or indirectly solicit any Member to join a competing health plan or induce any Member to cease doing business with Health Plan.

9.6 No Offshore Contracting. No work related to this Agreement may be performed outside of the United States without Health Plan's prior written consent.

9.7 The following applies to State plans: Contracted Provider shall not, and shall require Providers and their subcontractors not to, make any payments for items or services provided under a State plan to financial institutions or entities such as provider bank accounts or business agents located outside of the States. Further Contracted Provider shall not, and shall require its Providers and their subcontractors not to, make payments to telemedicine providers located outside of the States, or payments to pharmacies located outside of the States. Any such funds paid may be recovered by Health Plan or a State Governmental Authority with applicable jurisdiction over a plan.

9.8 Notices. Except for non-material revisions to the Provider Manual, all notices required or permitted under this Agreement must be in writing and sent by (a) hand delivery, (b) U.S. certified mail, postage prepaid, return receipt requested, (c) overnight delivery service providing proof of receipt, (d) facsimile, or (e) regular U.S. mail, first-class postage prepaid, to the addresses of the Parties as set forth on the signature page. Each Party may designate by notice any future or different addresses to which notices will be sent. Notices will be deemed delivered upon receipt or refusal to accept delivery, except for regular U.S. mail, which shall be deemed delivered seven days after the date of mailing. Notice to Contracted Provider shall constitute notice to all Providers. Routine day to day operational communications between the Parties are not notices in accordance with this section.

9.9 Incorporation of Laws / Program Requirements / Accreditation Standards. All terms and conditions of this Agreement are subject to Laws, Program Requirements, and accreditation standards. Any term, condition or provision now or hereafter required to be included in the Agreement by Laws, Program Requirements, or accreditation standards shall be deemed incorporated herein and binding upon

and enforceable against the Parties, regardless of whether or not the term, condition or provision is expressly stated in this Agreement. Health Plan may amend this Agreement upon notice to Contracted Provider to comply with Laws, Program Requirements, or accreditation standards, and such amendment shall be effective upon receipt.

9.10 Amendment. Except as otherwise set forth in this Agreement, any amendments to this Agreement shall be in writing and signed by both Parties. However, Health Plan may amend this Agreement upon 30 days prior notice to Contracted Provider, and if Contracted Provider objects to the amendment, Contracted Provider shall notify Health Plan of the objection within the 30 day notice period, and Health Plan may terminate this Agreement for convenience in accordance with this Agreement.

9.11 Third Parties. Except as otherwise provided in this Agreement, this Agreement is not a third party beneficiary contract and no provision of this Agreement is intended to create or may be construed to create any third party beneficiary rights in any third party, including any Member.

9.12 Assignment. Contracted Provider may not assign, delegate or transfer this Agreement, in whole or in part, without the prior written consent of Health Plan. Health Plan may assign this Agreement, in whole or in part, including any Benefit Plan or Program hereunder, to an Affiliate or any purchaser of the assets or successor to the operations of Health Plan. As used in this section, the term "assign" or "assignment" includes a change of control of a Party by merger, consolidation, transfer, or the sale of the majority or controlling stock or other ownership interest in such Party.

9.13 Name, Symbol and Service Mark. The Parties shall not use each other's name, symbol, logo, or service mark for any purpose without the prior written approval of the other. However, (a) Providers may include Health Plan's or Benefit Plan names in listings of health plans the providers participate in, and (b) Health Plan may use information about Providers in information or publications identifying Participating Providers or as required by Laws or Program Requirements. Providers shall provide comparable treatment to Health Plan as provided to other managed care organizations with respect to marketing or the display of cards, plaques or other logos provided by Health Plan to identify Participating Providers to Members.

9.14 Other Agreements. If a Provider participates as a Participating Provider under more than one agreement with Health Plan for a particular Program, Health Plan will compensate the Provider for Covered Services it provides to Members of Benefit Plans in that Program under the agreement selected by Health Plan.

9.15 Health Plan Affiliates. If a Provider renders covered services to a member of a benefit plan issued or administered by a Health Plan Affiliate, the Health Plan Affiliate may pay for such covered services, and the Provider shall accept, the applicable out of network rates paid by the Health Plan Affiliate for the member's benefit plan. A list of Health Plan Affiliates is available in the Provider Manual or on Health Plan's provider website. There shall be no joint liability between or among Health Plan and its Affiliates.

9.16 Force Majeure. The Parties shall have and maintain disaster recovery plans in accordance with high industry standards. However, if either Party's performance under this Agreement is prevented, hindered or delayed by reason of any cause beyond the Party's reasonable control that cannot be overcome by reasonable diligence, including war, acts of terrorism, civil disorders, labor disputes (other than strikes within such Party's own labor force), governmental acts, epidemics, quarantines, embargoes, fires, earthquakes, storms, or acts of God, such Party shall be excused from performance to the extent that it is prevented, hindered or delayed thereby, during the continuances of such cause; and such Party's obligations hereunder shall be excused so long as and to the extent that such cause prevents

or delays performance. If a Provider is unable to perform under this Agreement due to an event as described in this paragraph, Health Plan may take whatever action is reasonable and necessary under the circumstances to ensure its compliance with Laws and Program Requirements and equitably adjust payments to the Provider until the Provider resumes its performance under this Agreement.

9.17 Severability. When possible, each provision of this Agreement shall be interpreted in such manner as to be effective, valid and enforceable under Laws. If any provision of this Agreement is held to be prohibited by, or invalid or unenforceable under Laws, such provision shall be ineffective only to the express extent of such prohibition, unenforceability or invalidity, without invalidating the remainder of this Agreement.

9.18 Waiver. No waiver shall be effective unless in writing and signed by the waiving Party. A waiver by a Party of a breach or failure to perform this Agreement shall not constitute a waiver of any subsequent breach or failure.

9.19 Entire Agreement. This Agreement, including the Attachments each of which are made a part of and incorporated into this Agreement, the Provider Manual and any addenda or amendments comprises the complete agreement between the Parties and supersedes all previous agreements and understandings (whether verbal or in writing) related to the subject matter of this Agreement.

9.20 Headings. The various headings of this Agreement are provided for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision of it.

9.21 Interpretation. Both Parties have had the opportunity to review this Agreement with legal counsel, and any ambiguity found in this Agreement shall not be construed in a Party's favor on the basis that the other Party drafted the provision containing the ambiguity.

9.22 Survival. Any provision of this Agreement, including an Attachment, that requires or reasonably contemplates the performance or existence of obligations by a Party after expiration or termination of this Agreement shall survive such expiration or termination regardless of the reason for expiration or termination.

9.23 Rights Cumulative. Except as set forth herein, all rights and remedies of a Party in this Agreement are cumulative, and in addition to all legal rights and remedies available to such Party.

9.24 Counterparts / Electronic Signature. This Agreement may be executed in any number of counterparts. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronic mail shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

9.25 Warranties and Representations. Each Party warrants and represents, as of the Effective Date and continuously thereafter throughout the entire term of this Agreement and during the post expiration or termination transition period described herein, as follows:

9.25.1 The Party is a corporation or other legally recognized entity duly incorporated or organized, validly existing and in good standing under the laws of the State in which it is incorporated, organized or operating and it has the authority to transact business in each State in which it operates.

9.25.2 The Party has the corporate or company power and legal authority to, and has taken all necessary corporate or other action on its part to, authorize the execution and delivery of this Agreement and the performance of its obligations hereunder.

9.25.3 This Agreement has been duly executed and delivered by the Party, and constitutes a legal, valid, and binding agreement that is enforceable against such Party in accordance with its terms, except as limited by applicable bankruptcy, reorganization, moratorium and similar Laws affecting the enforcement of creditors' rights.

9.25.4 The execution and delivery of this Agreement and the performance of the Party's obligations hereunder do not (a) conflict with or violate any provision of the Party's organizational documents or Laws, or (b) conflict with, or constitute a default under, any contractual obligation of the Party.

The following Attachments are incorporated into and made a part of this Agreement:

Attachment A - Provider Specific Requirements/Covered Services/Information
Attachment B - Program Attachments
Attachment C - Compensation

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned, with the intent to be legally bound, have caused this Agreement to be duly executed and effective as of the Effective Date.

Harmony Health Plan, Inc.

Contracted Provider:

County of Winnebago DBA
River Bluff Nursing Home

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

TIN: 366006681

Health Plan Notice Address:

Contracted Provider Notice Address:

29 North Wacker Drive, Suite 300

Address: 4401 N. Main Street

Chicago, IL 60606-3203

City, State Zip: Rockford, IL 61103

ATTN: VP, Network Management

ATTN: Administrator

Fax: (312) 630-2022

Fax: 815-877-1069

IL (Medicaid/Chip): HMOPC#2054

Revision # 2015.1

FOR HEALTH PLAN USE ONLY

Effective Date: _____

(To be completed by Health Plan following approval of Contracted Provider as a Health Plan participating provider, which approval is subject to credentialing but not limited thereto. Any attempt by Contracted Provider to fill in an effective date shall have no force or effect.)

ATTACHMENT A
PROVIDER SPECIFIC REQUIREMENTS / COVERED SERVICES / INFORMATION

(See following attachments)

ATTACHMENT A-1
PROVIDER SPECIFIC REQUIREMENTS / COVERED SERVICES
(SKILLED NURSING FACILITY)

1. Subject to and in accordance with the terms of this Agreement, applicable Laws, and Program Requirements, Contracted Provider shall provide or arrange for the provision of all Covered Services that are skilled nursing facility ("SNF") based health care items or services available from the Providers that are within the scope of their medical or professional licenses or certifications.

As an alternative to the purchase of insurance, the County of Winnebago, as owner of River Bluff Nursing Home, may elect to fund any potential liability of River Bluff Nursing Home, its officers, employees or agents acting within the scope of their employment or duties, from the County of Winnebago's Tort Liability Fund, as established and maintained pursuant to the authority granted by the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

**ATTACHMENT A-2
INFORMATION FOR PROVIDERS**

Contracted Provider shall provide the following information for (1) Contracted Provider, (2) each other Provider and (3) each of their respective medical facilities:

- Name
- Address
- E-mail address
- Telephone and facsimile numbers
- Professional license numbers
- Medicare/Medicaid ID numbers
- Federal tax ID numbers
- Completed W-9 form
- National Provider Identifier (NPI) numbers
- Provider Taxonomy Codes
- Area of medical specialty
- Age restrictions (if any)
- Area hospitals with admitting privileges (where applicable)
- Whether Providers are employed or subcontracted with Contracted Provider using the designation "E" for employed or "C" for subcontracted.
- For a subcontracted Provider, whether its Providers are employed or contracted with the subcontracted Provider using the designation "E" for employed or "C" for contracted.
- Office contact person
- Office hours
- Billing office
- Billing office address
- Billing office telephone and facsimile numbers
- Billing office email address
- Billing office contact person
- Ownership Disclosure Form, as required to comply with Laws, Program Requirements, and Government Contract

**ATTACHMENT A-3
FORM OF OPT IN AGREEMENT
(SUBCONTRACTED PROVIDER)**

THIS OPT IN AGREEMENT (“**Opt In Agreement**”) is made by and between Health Plan and the subcontracted Provider identified below (“**Subcontractor**”).

WHEREAS, Health Plan and _____ (“**Contracted Provider**”) are Parties to the Participating Provider Agreement (as now or hereafter amended, the “**PPA**”); and

WHEREAS, Subcontractor is a subcontracted Provider under the PPA and will receive substantial benefits from the PPA;

NOW, THEREFORE, in consideration of those benefits and Health Plan entering into the PPA and this Opt In Agreement, Subcontractor agrees to the following:

1. Subcontractor has reviewed the PPA. The PPA is made a part of and incorporated into this Opt In Agreement. Capitalized terms not defined in this Opt In Agreement have the same definition as given in the PPA.
2. Subcontractor agrees to the terms and conditions of the PPA. Wherever in the PPA an action is required to be taken by Contracted Provider or a Provider, Subcontractor agrees to perform such action. Wherever in the PPA any representation or warranty is made by Contracted Provider or a Provider, Subcontractor agrees to comply with such representation or warranty.
3. Any obligation of Subcontractor in this Opt In Agreement or the PPA shall apply to Subcontractor's Providers to the same extent that it applies to Subcontractor. Subcontractor shall maintain and enforce internal policies and procedures or written agreements with its employed Providers that are consistent with and require adherence to the terms and conditions of this Opt In Agreement and the PPA. Subcontractor has the authority to bind its subcontracted Providers to this Opt In Agreement and PPA, and shall require the timely and faithful performance of this Opt In Agreement and the PPA by its subcontracted Providers.
4. Subcontractor hereby grants to Contracted Provider a power of attorney, coupled with an interest, to represent and bind Subcontractor in connection with all matters related to the PPA and this Opt In Agreement including granting any waivers of any of the terms of the PPA and this Opt In Agreement, and entering into any amendments or modifications of the PPA or this Opt In Agreement.
5. Subcontractor shall not assign any of its rights or delegate any of its duties or obligations under this Opt In Agreement or the PPA, in whole or in part, without the prior written consent of Health Plan.
6. If the PPA is terminated for any reason or Contracted Provider goes out of business, ceases operations or becomes insolvent, then Subcontractor: (a) for at least six months, shall continue to provide Covered Services to Members, subject to and in accordance with the terms and conditions of the PPA and this Opt In Agreement, (b) shall accept compensation from Health Plan for such Covered Services at the fee for service rates set forth in the PPA for the applicable Benefit Plans or, if the PPA does not include fee for service rates, at 100 percent of Health Plan's then current fee for service rates for the applicable Benefit Plans, and (c) after six months, may terminate its continuing participation under the PPA and this Opt-In Agreement upon 90 days prior notice to Health Plan.

7. In no event including nonpayment by Health Plan, Health Plan's insolvency or breach of the PPA or

this Opt In Agreement, shall Subcontractor bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any Member or persons other than Health Plan acting on any Member's behalf, for amounts that are the legal obligation of Health Plan. This provision (a) shall be construed for the benefit of Members, (b) does not prohibit collection of Member Expenses where lawfully permitted or required, and (c) supersedes any oral or written agreement to the contrary now existing or hereafter entered into between Subcontractor and Members or persons acting on their behalf.

8. This Opt In Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois, except where Federal law applies, without regard to principles of conflict of laws.
9. Any dispute with respect to this Opt In Agreement or the PPA or Subcontractor's performance under this Opt In Agreement or PPA shall be subject to and resolved in accordance with the dispute resolution procedures in the PPA.
10. Subcontractor warrants and represents the Providers listed on the attached schedule are included in and subject to this Opt In Agreement and Subcontractor has the power and legal authority to, and has taken all necessary corporate or other action to, authorize the execution and delivery of this Opt In Agreement and the performance of its obligations hereunder and in accordance with the PPA.

The undersigned Subcontractor, with the intent to be legally bound, hereby agrees and accepts the terms of this Opt In Agreement by signing below.

Subcontractor:

Entity Name (if applicable):

By: _____

Print Name: _____

Title: _____

Date: _____

TIN: _____

**ATTACHMENT B
PROGRAM ATTACHMENTS**

(See following attachments)

**ATTACHMENT B-1
ILLINOIS MEDICAID AND CHIP
PROGRAM ATTACHMENT**

1. Network Participation. Subject to and in accordance with the terms of the Agreement, including this Attachment, Contracted Provider agrees to participate in Health Plan's provider networks and render Covered Services to Members pursuant to the Benefit Plan offered or administered by Health Plan for the Programs in accordance with the Illinois Contract (as defined below).
2. Compensation. Compensation for Covered Services provided to Members of Benefit Plans under Illinois Contracts is set forth in Attachment C.
3. Additional Definitions.
 - a. **"Abuse"** means (i) a manner of operation that results in excessive or unreasonable costs to the Federal or State health care programs, generally used in conjunction with Fraud, or (ii) the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, pain, or mental anguish (42 CFR Section 488.301), generally used in conjunction with Neglect.
 - b. **"Action"** means a (i) denial or limitation of authorization of a requested service; (ii) reduction, suspension, or termination of a previously authorized service; (iii) denial of payment for a service; (iv) failure to provide services in a timely manner; (v) failure to respond to an Appeal in a timely manner; or (vi) solely with respect to a managed care organization that is the only contractor serving a rural area, the denial of a Member's request to obtain services outside of the Contracting Area.
 - c. **"Appeal"** means a request for review of a decision made by Health Plan with respect to an Action.
 - d. **"Authorized Person(s)"** means the Department's Office of Inspector General, the Medicaid Fraud Control Unit of the Illinois State Police, DHHS, the Illinois Auditor General and other State and Federal agencies with monitoring authority related to the HFS Medical Program.
 - e. **"Cultural Competency"** means the ability of health care providers to work effectively with colleagues and patients in cross-cultural situations.
 - f. **"Department"** means the Illinois Department of Healthcare and Family Services.
 - g. **"Emergency Medical Condition"** means a medical condition manifesting itself by acute symptoms of sufficient severity (including, but not limited to, severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in (i) placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy, (ii) serious impairment to bodily functions or (iii) serious dysfunction of any bodily organ or part.
 - h. **"Emergency Services"** means those inpatient and outpatient health care services that are Covered Services, including transportation, needed to evaluate or Stabilize an Emergency Medical Condition, and which are furnished by a provider qualified to furnish Emergency Services.

- i. **“Excluded Individual/Entity”** means a Person which (i) under Section 1128 of the Social Security Act, is or has been terminated, barred, suspended or otherwise excluded from participation in, or as the result of a settlement agreement has voluntarily withdrawn from participation in, any program under federal law, including any program under Titles IV, XVIII, XIX, XX or XXI of the Social Security Act; (ii) has not been reinstated in the program after a period of exclusion, suspension, debarment, or ineligibility, or (iii) has been convicted of a criminal offense related to the provision of items or services to a federal, State or local government entity within the last ten (10) years.
- j. **“Fraud”** means knowing and willful deception, or a reckless disregard of the facts, with the intent to receive an unauthorized benefit.
- k. **“Grievance”** means a Member’s expression of dissatisfaction, including complaints and requests for disenrollment, about any matter other than a matter that is properly the subject of an Appeal.
- l. **“HFS Medical Program”** means (i) the Illinois Medical Assistance Program administered under Article V of the Illinois Public Aid Code (305 ILCS 5/5-1 et. seq.) or its successor program, and Titles XIX (42 USC 1396 et. seq.) and XXI (42 USC 1397aa et. seq.) of the Social Security Act and Section 12-4.35 of the Illinois Public Aid Code (305 ILCS 5/12-435); and (ii) the State Children’s Health Insurance Program administered under 215 ILCS 106 and Title XXI of the Social Security Act (42 USC 1397aa et. seq.). The HFS Medical Program is a Program as defined in the Agreement.
- m. **“ILAC”** means the Illinois Administrative Code.
- n. **“ILCS”** means the Illinois Compiled Statutes.
- o. **“Illinois Contract”** means a contract between the Department and Health Plan for Health Plan to provide or arrange for the provision of health care items and services to enrollees in the HFS Medical Program, as amended from time to time. An Illinois Contract is a Government Contract as defined in the Agreement.
- p. **“Medically Necessary”** or **“Medical Necessity”** means a service, supply or medicine is appropriate and meets the standards of good medical practice in the medical community, as determined by the Provider in accordance with Health Plan’s guidelines, policies or procedures, for the diagnosis or treatment of a covered illness or injury, for the prevention of future disease, to assist the Member’s ability to attain, maintain or regain functional capacity, or to achieve age-appropriate growth.
- q. **“Member”** means an individual properly enrolled in a Benefit Plan issued by Health Plan pursuant to an Illinois Contract and eligible to receive Covered Services at the time such services are rendered.
- r. **“Neglect”** means a failure (i) to notify the appropriate health care professional, (ii) to provide or arrange necessary services to avoid physical or psychological harm to a Member, or (iii) to terminate the residency of a Member whose needs can no longer be met, causing an avoidable decline in function. Neglect may be either passive (non-malicious) or willful.
- s. **“Person”** means any individual, corporation, proprietorship, firm, partnership, trust, association, governmental authority or other legal entity, whether acting in an individual, fiduciary or other capacity.

- t. **“Stabilization” or “Stabilized”** means, a determination with respect to an Emergency Medical Condition, made by an attending emergency room physician or other treating provider that, within reasonable medical probability, no material deterioration of the condition is likely to result upon discharge or transfer to another facility.
4. **Cumulative Provisions.** All provisions of the Agreement and this Attachment are cumulative. All provisions shall be given effect when possible. If there is inconsistent or contrary language between this Attachment and any other part of the Agreement, the provisions of this Attachment shall prevail with respect to the Program described in this Attachment. Contracted Provider agrees to include the terms and conditions contained herein in its contracts with Providers. Any obligation of Contracted Provider in this Attachment shall apply to Providers to the same extent that it applies to Contracted Provider.
5. **Emergency Services.** Providers shall not be required to seek prior authorization for Emergency Services before the Member has been Stabilized. Once a Member who receives Emergency Services is Stabilized, the Provider shall seek prior authorization for Post-Stabilization Services for the Member in accordance with the Provider Manual.
6. **Employee Education.** As required by Section 6032 of the Deficit Reduction Act of 2005, if Contracted Provider makes or receives annual Medicaid payments of Five Million Dollars or more it will (a) establish and maintain written policies for all of its employees and its contractors and agents that provide information about the False Claims Act, 31 USC §§ 3729-3733, other administrative remedies, State Laws pertaining to civil and criminal penalties for false claims or statements, and whistleblower protection under such Laws, (b) include as part of its written policies detailed provisions outlining the entity’s policies and procedures for detecting and preventing fraud, waste and abuse, and (c) include in any employee handbook a discussion of the relevant laws and administrative remedies, a discussion of whistleblower protections afforded to employees, and the entity’s policies and procedures for detecting fraud.
7. **Hold Harmless.** In no event, including but not limited to nonpayment by Health Plan of amounts due Contracted Provider under the Agreement, insolvency of Health Plan or any breach of the Agreement by Health Plan, shall Contracted Provider or its assignees or subcontractors have a right to or seek any type of payment from, bill, charge, collect a deposit from, or have any recourse against, the Member, persons acting on the Member’s behalf (other than Health Plan), the employer or group contract holder for services provided pursuant to the Agreement; except for the payment of applicable co-payments or deductibles for services covered by the organization or fees for services not covered by Health Plan. The requirements of this clause shall survive any termination of this contract for services rendered prior to such termination, regardless of the cause of such termination. The Members, the persons acting on the Member’s behalf (other than Health Plan), and the employer or group contract holder shall be third party beneficiaries of this clause. This clause supersedes any oral or written agreement now existing or hereafter entered into between Contracted Provider and the Member, persons acting on the Member’s behalf (other than Health Plan) and the employer or group contract holder. [50 ILAC § 5421.50(e); also, as to hospitals 215 ILCS 125/2-8(a)]
8. **Quality Assurance.** Contracted Provider shall provide, arrange for, or participate in the quality assurance programs mandated by the Illinois Health Maintenance Organization Act, unless the Illinois Department of Public Health certifies that such programs will be fully implemented without any participation or action from Contracted Provider. [215 ILCS 125/2-8(b)]
9. **Patients’ Rights.** Contracted Provider shall ensure that it and its employed or subcontracted Providers shall provide all of the following, where applicable, to Members upon request: (a) information

related to the Provider's educational background, experience, training, specialty, and board certification, if applicable; (b) the names of licensed facilities on the provider panel where the Provider presently has privileges for the treatment, illness, or procedure that is the subject of the request; or (c) information regarding the Provider's participation in continuing education programs and compliance with any licensure, certification, or registration requirements, if applicable. [215 ILCS 134/15(c)]

10. As used in this section, "**Division**" means the Illinois Department of Financial and Professional Regulation-Division of Insurance, and "**Director**" means the Director of the Division.
11. Notice of Termination. Notwithstanding anything to the contrary in the Agreement, Contracted Provider shall provide at least 60 days notice of termination with cause and at least 90 days notice of termination without cause. [50 ILAC § 5421.50(a)(5)]
12. Liability Insurance. Contracted Provider and Providers have professional liability insurance as required by Health Plan and such insurance coverage is effective as of the Effective Date of this Agreement. Furthermore, Contracted Provider shall give at least 15 days advance notice to Health Plan of cancellation of such insurance. [50 ILAC § 5421.50(a)(7)] *See Attachment A-1. PG.*
13. Approval of Contract. Contracted Provider acknowledges that the Director must disapprove any provider agreement for the reasons listed at 50 ILAC § 5421.50(b). If the Director disapproves the Agreement, the agreement shall terminate at the time of such disapproval. [50 ILAC § 5421.50(b)]
14. Capitation. If Contracted Provider is paid on a capitated basis under the Agreement, Contracted Provider shall comply with the following provisions:
 - a. Contracted Provider shall submit to Health Plan copies of Contracted Provider's quarterly financial statements, which shall include a balance sheet and statements of income and cash flow within 45 days after the end of each fiscal period. In addition, Contracted Provider shall submit to Health Plan within 90 days after the end of the submitting person's fiscal year copies of its audited annual financial statements prepared in accordance with generally accepted accounting principles if available. The Division, at its discretion, may require Health Plan to submit for inspection by the Division such statements as Health Plan has received from Contracted Provider. According to the regulation, the Division is required to deem such information confidential.
 - b. Contracted Provider shall fully cooperate with, and disclose all relevant information requested by, Health Plan's actuaries for the preparation of their opinion in accordance with the Actuarial Standards Board Actuarial Standards of Practice No. 16.
 - c. Health Plan hereby acknowledges that, in the event of insolvency of Contracted Provider, Health Plan is secondarily liable as the ultimate risk bearer for unpaid health care services rendered to its Members. [50 ILAC § 5421.50(d)]
15. Illinois Contract Requirements.
 - a. Covered Services. In fulfilling the requirements of the American Recovery and Reinvestment Act of 2009 (ARRA), Contracted Provider (i) shall not impose any co-payment on Members identified as American Indian for a Covered Service received from an Indian Health Care Provider or any Medicaid Provider, (ii) shall not impose cost sharing on Members identified as American Indian if the Members have ever received services from an Indian Health Provider, (iii) shall exempt Members identified as an American Indian from all cost sharing if the Member has

- ever received a referral from an Indian Tribe, Tribal Organization or Urban Indian Organization (I/T/U) and (iv) shall not limit a Member identified as an American Indian to I/T/U Providers in the State of Illinois. [§ 5.2.6]
- b. Provider Education. Contracted Provider shall participate in Health Plan's health education program. [§ 5.9]
 - c. Cultural Competence. Contracted Provider shall, and shall require its subcontractors to, comply with Health Plan's Cultural Competence Plan and complete Health Plan's cultural competence training. Such training and education shall occur at a minimum annually and must be made a part of the orientation for Contracted Provider and its subcontractors. This is to ensure compliance with contractual and statutory requirements, including, but not limited to, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act. [§ 2.7.3-4]
 - d. Capacity. The number of Members enrolled with Contracted Provider will be limited to a level that will not exceed Contracted Provider's physical and professional capacity. [§ 4.14.1]
 - e. Subcontract Requirements. Contracted Provider and its Providers agree to the following terms, and Contracted Provider shall include the following provisions in its contracts with its Providers and subcontractors: [§ 5.28.1]
 - i. Contracted Provider and its subcontractors shall be bound by the terms and conditions of the Illinois Contract that are appropriate to the service or activity delegated under the Agreement or subcontract, as the case may be. Such requirements include the record keeping and audit provisions of the Illinois Contract, such that the Department or Authorized Persons shall have the same rights to audit and inspect Contracted Provider and its subcontractors as they have to audit and inspect Health Plan. [§ 5.28.1.1]
 - ii. Providers shall have and maintain admitting privileges and, as appropriate, delivery privileges at a hospital that is a Participating Provider; or, in lieu of these admitting and delivery privileges, the Physician shall have a written Referral Agreement with a Physician who is a Participating Provider and who has such privileges at a hospital that is a Participating Provider. The agreement must provide for the transfer of medical records and coordination of care between Physicians. [§ 5.28.1.2]
 - iii. Each Provider that provides Covered Services under a DHS HCBS Waiver, under the Medicaid Clinic Option, or under the Medicaid Rehabilitation Option, or subacute alcoholism and substance abuse treatment services pursuant to 89 Ill. Admin. Code 148.340-148.390 and 77 Ill. Admin Code Part 2090 shall enter any data regarding Members that is required under State rules, or a contract between the Provider and DHS, into any subsystem maintained by DHS, including, but not limited to, the Department's (DHS) Automated Reporting and Tracking System (DARTS). [§ 5.28.1.3]
 - iv. Health Plan shall remain responsible for the performance of any of its responsibilities delegated to Contracted Provider and its subcontractors. [§ 5.28.2]
 - v. Contracted Provider acknowledges that no provider agreement or subcontract, including the Agreement, can terminate the legal responsibilities of Health Plan to the Department to assure that all activities under the Illinois Contract will be carried out. [§ 5.28.3]

- vi. Contracted Provider warrants and represents that it and its Providers are enrolled as providers in the HFS Medical Program. Contracted Provider warrants and represents that neither it nor any of its Providers is an Excluded Person or a Person who has voluntarily withdrawn from the HFS Medical Program as the result of a settlement agreement. [§ 5.28.4]
 - vii. Contracted Provider certifies to the best of its knowledge and belief that:
 - 1. No federal appropriated funds have been paid or will be paid by or on behalf of Contracted Provider, to any Person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan or grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - 2. If any funds other than Federally appropriated funds have been paid or will be paid to any Person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contracted Provider shall complete and submit a Federal Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Such Disclosure Form may be obtained by request from the Illinois Department of Healthcare and Family Services, Bureau of Fiscal Operations.
 - 3. Contracted Provider shall require that the language of this certification be included in all subcontracts and shall ensure that such subcontracts disclose accordingly. This certification is a material representation of fact upon which reliance was placed when the Agreement was entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000.00) and not more than one hundred thousand dollars (\$100,000.00) for each such failure. [§§ 5.28.5 and 9.2.32]
 - viii. Contracted Provider (A) acknowledges that Health Plan must furnish all Participating Providers with information about Health Plan's Grievance and Appeal procedures at the time the provider enters into an agreement with Health Plan and within 15 days following any substantive change to such procedures, and (B) agrees to cooperate with Health Plan with respect to such requirement. [§ 5.28.6]
- f. Representations and Warranties. Contracted Provider warrants and represents the following:
- i. This Agreement is binding. [§ 5.28.9.1]
 - ii. Health Plan may promptly terminate the Agreement, or impose other sanctions, if the performance of Contracted Provider or Provider is inadequate. [§ 5.28.9.2]
 - iii. Health Plan shall be entitled to promptly terminate the Agreement if Contracted Provider (or any employee or contractor used by Contracted Provider in carrying out the Agreement) is terminated, barred, suspended, or has voluntarily withdrawn as a result of a settlement agreement, under either Section 1128 or Section 1128A of the Social Security Act, from

participating in any program under Federal law including any program under Titles XVIII, XIX, XX or XXI of the Social Security Act or are otherwise excluded from participation in the HFS Medical Program. [§ 5.28.9.3]

- iv. All laboratory testing Sites providing services under the Illinois Contract shall possess a valid Clinical Laboratory Improvement Amendments (“CLIA”) certificate and comply with the CLIA regulations found at 42 CFR Part 493. [§ 5.28.9.4]
- v. Health Plan shall be entitled to monitor the performance of Contracted Provider on an ongoing basis, subject Contracted Provider to formal review on a triennial basis, and, to the extent deficiencies or areas for improvement are identified during an informal or formal review, require that Contracted Provider take appropriate corrective action. [§ 5.28.9.5]
- g. Contracted Provider (i) acknowledges Health Plan is obligated to provide (A) copies of model provider agreements and/or subcontracts, initially and as revised, that relate to Covered Services, assignment of risk and data reporting functions and any substantial deviations from these model provider agreements or subcontracts, and (B) copies of any other model provider agreement or subcontract or any actual provider agreement or subcontract to the Department upon request, and (ii) agrees to provide Health Plan with copies of documents and to otherwise cooperate with Health Plan as necessary for Health Plan to fulfill its obligations under this requirement. Contracted Provider also acknowledges the Department reserves the right to require Health Plan to amend any subcontract, including the Agreement, upon request as necessary to conform with Health Plan’s duties and obligations under Illinois Contracts, and agrees to cooperate with Health Plan with respect to any such requirement. [§ 5.28.10]
- h. At the request of Contracted Provider, Health Plan may designate in writing certain information disclosed under this provision as confidential and proprietary. If Health Plan makes such a designation, the Department has agreed to consider said information exempt from copying and inspection under Section 7(1)(b) or (g) of the State Freedom of Information Act (5 ILCS 140/1 et seq.). If the Department receives a request for said information under the State Freedom of Information Act, however, it may require Health Plan, and Health Plan may in turn require Contracted Provider, to submit justification for asserting the exemption. Additionally, the Department may honor a properly executed criminal or civil subpoena for such documents without such being deemed a breach of the Illinois Contract or this Agreement, or any subsequent amendment to either. [§ 5.28.11]
- i. Disclosure Statement. Contracted Provider (i) acknowledges that prior to entering into the Agreement or other subcontract, Health Plan is required to submit a disclosure statement to the Department specifying any subcontract and providers or subcontractors in which any of the following have a five percent or more financial interest: (A) any Person also having a five percent or more financial interest in Health Plan or its affiliates as defined by 42 CFR § 455.101; (B) any director, officer, trustee, partner or employee of Health Plan or its affiliates; or (C) any member of the immediate family of any Person designated in (A) or (B) above; and (ii) agrees to provide Health Plan with information and to otherwise cooperate with Health Plan as necessary for Health Plan to fulfill its obligations under this requirement. [§ 5.28.12]
- j. Federal Qualified Health Centers/Rural Health Clinics. Contracted Provider agrees that any subcontract between Contracted Provider and a Federally Qualified Health Center (“FQHC”) as defined in 89 Ill. Adm. Code 140.461(d), or a Rural Health Clinic (“RHC”) as defined under the Illinois Rural Health Clinics Act (Public Law 95-210) shall be executed in accordance with 1902(a)(13)(C) and 1903(m)(2)(A)(ix) of the Social Security Act, as amended by the Balanced

Budget Act of 1997 and shall provide payment that is not less than the level and amount of payment which Health Plan would make for the Covered Services if the services were furnished by a provider which is not an FQHC or an RHC. [§ 5.28.13]

- k. Fees to Members Prohibited. Contracted Provider agrees not to seek or obtain funding through fees or charges to any Member receiving Covered Services pursuant to the Illinois Contract, except as permitted or required by the Department in 89 Ill. Adm. Code 125 and/or the Department's fee-for-service copayment policy then in effect. Contracted Provider acknowledges that the provisions of the Illinois Contract state that imposing charges in excess of those permitted under the Illinois Contract is a violation of § 1128B(d) of the Social Security Act and is subject to criminal penalties. Contracted Provider shall have language in its provider subcontracts reflecting this requirement. [§ 5.30]
- l. Fraud and Abuse Procedures. Contracted Provider shall:
 - i. Report any suspected Fraud, Abuse or financial misconduct in the HFS Medical Program by individuals receiving benefits under the HFS Medical Program, providers, Health Plan employees, or Department employees to Health Plan, which report may be made anonymously through the WellCare fraud hotline at (866) 678-8355. Contracted Provider acknowledges that Health Plan may conduct investigations of suspected Fraud, Abuse or financial misconduct of Health Plan's personnel, Contracted Provider, and its personnel and subcontractors, and Members only to the extent necessary to determine if reporting to the OIG is required or if Health Plan has the express concurrence of the OIG. If potential criminal acts are disclosed by the Health Plan's investigation, the OIG will be notified immediately. Contracted Provider shall cooperate with all such investigations. Contracted Provider shall cooperate with any investigations of suspected Fraud, Abuse or financial misconduct by the Office of Inspector General (OIG); [§ 5.31 and § 9.1.29] and
 - ii. Complete Health Plan's Fraud and Abuse training program to recognize potential concerns related to Abuse, Neglect and exploitation and the responsibility to report suspected or alleged Abuse, Neglect or exploitation. [§ 5.20.4-5]
- m. Excluded Individuals/Entities. Contracted Provider shall ensure that all current and prospective employees, contractors and subcontractors are screened prior to engaging their services under this Contract and at least monthly thereafter, by: [§ 9.1.32]
 - i. Requiring that current or prospective employees, contractors or subcontractors to disclose whether they are Excluded Individuals/Entities; [§ 9.1.32.1] and
 - ii. Reviewing the list of sanctioned Persons maintained by the OIG, the HHS-OIG List of Excluded Individuals/Entities (LEIE), the Excluded Parties List System maintained by the U.S. General Services Administration and any other such database that is required by State or federal law. [§ 9.1.32.2]
 - iii. Contracted Provider acknowledges that Health Plan is required to terminate its relations with any Contracted Provider or subcontractor immediately upon learning that such Contracted Provider, subcontractor or its employees meets the definition of an Excluded Individual/Entity, and that Health Plan shall notify the OIG of the termination. [§ 9.1.32.4]
- n. Member-Provider Communications. Health Plan shall not prohibit or otherwise restrict a health care provider from advising a Member about the health status of the Member or medical care or

treatment for the Member's condition or disease regardless of whether benefits for such care or treatment are provided under the Illinois Contract, if the provider is acting within the lawful scope of practice, and shall not retaliate against a Provider for so advising a Member. [§ 5.32]

- o. Transition of Care/Continuing Duties in the Event of Termination. Upon termination of the Illinois Contract, Contracted Provider shall cooperate with Health Plan as to the performance of requirements following termination of the agreement, including cooperation as to completion of customer satisfaction surveys, cooperation with medical records review, all reports for periods of operation, including encounter data, and retention of records. Contracted Provider warrants that if the Illinois Contract is terminated, Contracted Provider shall promptly supply all information in its possession or that may be reasonably obtained, which is necessary for the orderly transition of Members and completion of all responsibilities under the Illinois Contract. [§ 8.3]
- p. Audit/Retention of Records. Contracted Provider shall maintain all business, professional and other records in accordance with 45 CFR Part 74, 45 CFR Part 160 and 45 CFR Part 164 subparts A and E, the specific terms and conditions of the Illinois Contract, and pursuant to generally accepted accounting and medical practice. Contracted Provider shall maintain, for a minimum of six (6) years after final payment is made under the Illinois Contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Illinois Contract. If an audit, litigation or other action involving the records is started before the end of the six (6) year period, the records must be retained until all issues arising out of the action are resolved.
 - i. Contracted Provider shall make all books, records, and supporting documents related to the Illinois Contract available, at no charge, in Illinois, for review and audit by the Department, DHHS, the Auditor General or other Authorized Persons. Contracted Provider shall cooperate fully with any such review or audit and to provide full access in Illinois to all relevant materials.
 - ii. Contracted Provider acknowledges and agrees that the Department, the Auditor General or other Authorized Persons may also evaluate, through inspection or other means, the quality, appropriateness, and timeliness of services performed under the Illinois Contract.
 - iii. Contracted Provider shall cooperate with quality assurance reviews performed by the Department to determine whether Health Plan is providing quality and accessible health care to Members under the Illinois Contract. [§ 9.1.2]
- q. Nondiscrimination. Contracted Provider shall abide by all Federal and State laws, regulations, and orders that prohibit discrimination because of race, color, religion, sex, national origin, ancestry, age, physical or mental disability, including, but not limited to, the Federal Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Federal Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972 (regarding education programs and activities), the Age Discrimination Act of 1975, the Illinois Human Rights Act, and Executive Orders 11246 and 11375. Contracted Provider shall cooperate with Health Plan with respect to Health Plan's obligation under the Illinois Contract to take affirmative action to ensure that no unlawful discrimination is committed in any manner including, but not limited to, the delivery of services under the Illinois Contract. [§ 9.1.22]
- r. Gifts. Contracted Provider acknowledges it is prohibited from giving gifts to Department employees, and from giving gifts to, or accepting gifts from, any Person who has a

contemporaneous contract with the Department involving duties or obligations related to the Illinois Contract. [§ 9.1.30]

- s. Certifications. Contracted Provider warrants and certifies that it has and will comply with Executive Order No. 1 (2007). The Order generally prohibits Health Plan and its subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity. [§ 9.2.27]
- t. Contracted Provider agrees in accordance with Illinois Public Act 95-0307, all information technology, including electronic information, software systems and equipment, developed or provided under the Illinois Contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards. [§ 9.2.28]

**ATTACHMENT C
COMPENSATION**

(See following attachments)

**ATTACHMENT C-1
ILLINOIS MEDICAID AND CHIP COMPENSATION
SKILLED NURSING FACILITY
(FEE FOR SERVICE)**

1. The compensation rates set forth in this Attachment apply for Benefit Plans under Illinois Contracts. Compensation shall be subject to and in accordance with the terms and conditions of the Agreement, including this Attachment.
2. Compensation. Fee for service compensation for Covered Services provided to Members shall be the lesser of the Provider's usual and customary billed charges or the following, less Member Expenses:

100 percent of the Department's applicable Illinois Medicaid fee schedule published on the Department's website on the date the Covered Services are rendered.
3. Health Plan shall process claims and pay or deny a Clean Claim within 30 days of its receipt of the Clean Claim. The date of receipt of a Clean Claim shall be the date Health Plan receives the Clean Claim electronically, or for paper claims as indicated by Health Plan's date stamp on the Clean Claim. The date of payment shall be the date of the electronic funds transfer, check or other form of payment.
4. Health Plan will implement and prospectively apply changes to the Department's fee schedules on the later of: (a) the effective date of the change, (b) 45 days from the date the Department publishes the change on its website, or (c) 45 days after a proposed fee schedule change has received all necessary regulatory approvals. Health Plan will not reprocess claims that were adjudicated prior to the date the Health Plan implemented such changes.
5. Health Plan may implement successor codes for deleted or retired codes as codes are revised or implemented by the Governmental Authorities or coding authorities. Health Plan will, to the extent reasonably possible, tie existing compensation rates for the Covered Services to the successor codes. When applicable, such as for value added benefits covered by a Benefit Plan, Health Plan will determine rates for Covered Services that are not included in the Department's Medicaid fee schedule published on its website.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Winnebago County	
	2 Business name/disregarded entity name, if different from above River Bluff Nursing Home	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ Government	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) 4401 N. Main Street	Requester's name and address (optional)
	6 City, state, and ZIP code Rockford, IL 61103	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)																																														
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																																														
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.																																														
<table border="1"><tr><td colspan="9">Social security number</td></tr><tr><td></td><td></td><td></td><td>-</td><td></td><td></td><td>-</td><td></td><td></td></tr><tr><td colspan="9">or</td></tr><tr><td colspan="9">Employer identification number</td></tr><tr><td>3</td><td>6</td><td></td><td>-</td><td>6</td><td>0</td><td>0</td><td>6</td><td>6 8 1</td></tr></table>		Social security number												-			-			or									Employer identification number									3	6		-	6	0	0	6	6 8 1
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Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	
Sign Here	Signature of U.S. person ▶ <i>Daniel Bess</i> Date ▶ <i>1-4-18</i>

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Attachment A – IL

PROVIDER LEGAL NAME: County of Winnebago DBA River Bluff Nursing Home TIN: 366 00 66 81

SERVICE SITE NAME (if multiple locations): _____

SERVICE SITE ADDRESS: 4401 N. Main Street

SERVICE SITE CITY, STATE, ZIP+4: Rockford, IL 61103

SERVICE SITE PHONE: 815-921-9200 SERVICE SITE FAX: 815-877-8610

ADMINISTRATIVE CONTACT (PHONE/EMAIL) Jeannie Thompson JThompson@wincoil.us

AUTHORIZATIONS SENT TO: (email or fax) JThompson@wincoil.us 815-877-8610

SERVICE SITE NPI: 1316931082 (please note each physical location should have a unique NPI number associated with it)

SERVICE SITE MEDICAD#: 366006681002 SERVICING COUNTY: _____

Waivers: Please put corresponding Medicaid Waiver ID:

Waiver Type	12 Digit Waiver ID #
Skilled Nursing Facility – Medicaid ID	<u>366006681002</u>

Remittance should be made to:

Pay To Information	
Pay To Name	<u>County of Winnebago Illinois River Bluff Nursing Home</u>
Pay To Address	<u>4401 N. Main Street</u>
Pay To City, State, Zip+4	<u>Rockford, IL 61103</u>
Attention:	<u>Jeannie Thompson</u>
Phone:	<u>815-921-9209</u>
Email:	<u>JThompson@wincoil.us</u>

Please check off all Languages spoken by staff

Foreign Language: (Identify any foreign language(s) or sign language spoken fluently when working with patients)				
<input type="checkbox"/> Arabic (AR)	<input checked="" type="checkbox"/> Spanish (SP)	<input type="checkbox"/> Japanese (JA)	<input type="checkbox"/> Hindi (HI)	<input type="checkbox"/> Polish
<input type="checkbox"/> German (GE)	<input type="checkbox"/> Vietnamese (VI)	<input type="checkbox"/> Portuguese (PO)	<input type="checkbox"/> Korean (KO)	<input checked="" type="checkbox"/> Other: <u>Bosnian</u>
<input type="checkbox"/> Italian (IT)	<input type="checkbox"/> Chinese (CH)	<input type="checkbox"/> Farsi (FA)	<input type="checkbox"/> Russian (RU)	
<input type="checkbox"/> Laotian (LA)	<input type="checkbox"/> Hebrew (HE)	<input type="checkbox"/> Sign Language (SL)	<input type="checkbox"/> Tagalog (TA)	



Executive Summary

Date: January 25, 2018
To: Operations and Administrative Committee
Prepared by: Purchasing Department
Subject: Resolution authorizing a new Elevator Maintenance Services Contract

Background:

The Purchasing Department went out for Bid #12B-1960 in 2012 for an Elevator Maintenance Services Contract. The bid allowed for an initial one (1) year contract, with the possibility of four (4) one (1) year renewal periods. Kone, Inc. was the lowest responsible bidder and was awarded the Elevator Maintenance Services Contract in 2012. That contract has now ended.

Recommendation:

Kone Inc., has provided satisfactory service to the County during the past 5 years. Purchasing has worked with the provider on a Joint Purchasing Intergovernmental Agreement to establish lower overall rates in place of going out for a new bid for Elevator Maintenance contract. The cost saving is listed below. Additionally, annual increases have been negotiated going forward until 2022. Therefore, it is recommended that Kone, Inc. be awarded a new five (5) year service contract utilizing the governmental joint purchasing agreement rates.

Services under Contract	U.S. Communities Purchasing Contracted Rates	Current 2017 County Contract Rates	Proposed 2018 Contract savings from 2017 Contract	Percent of Cost Savings in 2018
Annual Maintenance Price	\$ 42,573.00	\$ 49,778.04	\$7,205.04	14.50%
Hourly Billing Rates (Straight Time)	\$ 193.05	\$ 237.22	\$44.17	18.50%
Hourly Billing Rates (Overtime)	\$ 328.19	\$ 399.86	\$71.67	18%
Hourly Billing Rates (Sun/Holidays)	\$ 386.11	\$ 456.50	\$70.39	15%

Purchasing Department

404 Elm Street • Room 202 • Rockford, IL 61101

Website: www.WinColl.us

It is our mission to provide high quality services and promote a safe community for all people in Winnebago County.

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Gary Jury
Submitted by: Operations & Administrative Committee

2018 CR

**RESOLUTION AUTHORIZING A NEW ELEVATOR
MAINTENANCE CONTRACT**

WHEREAS, Section 2-355 of the Winnebago County Code sets forth the guidelines for the County's participation in governmental joint purchasing agreements, and pursuant to the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) the County has reviewed the U.S. Communities contract for Elevator Maintenance with Kone; and

WHEREAS, it is in the best interests of the citizens of Winnebago County for the County to participate in a new five (5) year service contract with Kone, Inc., under U.S. Communities Master Contract GENRL-201414653-00 Agreement attached hereto as Exhibit A; and

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the Kone agreement and recommends the awarding of a five (5) year contract with Kone, Inc., with the following annual pricing:

Contract Term	Annual Price/Cost
11/1/2017 TO 10/31/2018	\$40,850.04
11/1/2018 TO 10/31/2019	\$42,075.54
11/1/2019 TO 10/31/2020	\$43,337.80
11/1/2020 TO 10/31/2021	\$44,637.85
11/1/2021 TO 10/31/2022	\$45,976.98

WHEREAS, the Operations and Administrative Committee has determined that the funding for this Maintenance Contract Agreement will be as follows:

VARIOUS MAINTENANCE OPERATING BUDGETS

NOW, THEREFORE, BE IT RESOLVED, that the County Board of the County of Winnebago, Illinois, hereby authorizes the County Board Chairman to execute an agreement with KONE, INC., ONE MONTGOMERY COURT, PO BOX 429, MOLINE, IL 61265.

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 Finance Director, Director of Purchasing, Facilities Engineer, and County Auditor.

Respectfully Submitted,
OPERATIONS & ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

GARY JURY, CHAIRMAN

GARY JURY, CHAIRMAN

JEAN CROSBY

JEAN CROSBY

ANGIE GORAL

ANGIE GORAL

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

ELI NICOLosi

ELI NICOLosi

DOROTHY REDD

DOROTHY REDD

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this _____ day of _____ 2018.

ATTESTED BY:

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

MARGIE M. MULLINS

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



Attachment A

**KONE Inc. Proposal to Supply Elevator, Escalator, Moving Walkway Services,
repair or modernization under the U.S. Communities Program utilizing the Terms
and Conditions of the City and County of Denver Master Contract
(Reference GENRL-201414653-00 dated April 1st, 2014)**

PROPOSED UNITS & EQUIPMENT PRICING:

<u>Location Address</u>	<u>Elevators</u>	<u>Other</u>	<u>Pricing</u>
404 Elm St - Quarterly CM	2	0	\$ 480.32
400 West State St. – Monthly CM	5	0	\$ 933.84
424 Springfield Ave. – Quarterly OG	1	0	\$ 79.75
211 South Court St. – Quarterly – Pub OG – Prisoner CM	2	0	\$ 203.95
211 North Main St. – Quarterly OG	1	0	\$ 79.75
403 Elm St. – Quarterly CM	3	0	\$ 564.57
420 West State St. – Quarterly CM	5	0	\$ 587.15
4401 North Main St. – OG	1	0	\$ 115.62
555 North Court St. – Quarterly CM	2	0	\$ 235.63
401 Division St. – Quarterly OG	1	1	\$ 123.62
Total Monthly Contract Amount:	23	1	\$ 3,404.17

**KRMS-Elevator Phone Monitoring Yes

**Requires execution and completion on the CIS (Customer Information Sheet) before phones can be programmed to KONE.

APPLICABLE LAW

This Agreement shall be construed and enforced in accordance with, and the validity and performance of shall be governed by, the laws of the State of Illinois.

PROPOSED SCOPE OF WORK:

Complete Maintenance (CM) Locations:

Administration Building – 404 Elm St.

Winnebago County Courthouse – 400 West State St.

Juvenile Center – Prisoner Elevator – 211 South Court

Old Courthouse – 403 Elm St.

Public Safety Building – 420 West State St.

Winnebago County Health Department – 555 North Court St.

SCOPE OF SERVICES

KONE will perform maintenance visits to examine, maintain, adjust, and lubricate the components listed below. In addition, unless specifically excluded below, KONE will repair or replace the components listed below if the repair or replacement is, in KONE's sole judgment, necessitated by normal wear and tear. Unless specifically included elsewhere in this Agreement or unless Purchaser has separately contracted with KONE for the work, all other work related to the equipment is Purchaser's responsibility.

HYDRAULIC ELEVATORS

RELAY LOGIC CONTROL SYSTEM

All control system components.

MICROPROCESSOR CONTROL SYSTEM

All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.

POWER UNIT

Pump, motor, valves, and all related parts and accessories.

HYDRAULIC SYSTEM ACCESSORIES

Exposed piping, fittings accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original equipment manufacturer ("OEM") for controlling fluid temperature.

CAR EQUIPMENT

All elevator control system components on the car.

WIRING

All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

HOISTWAY AND PIT EQUIPMENT

All elevator control equipment and buffers.

RAILS AND GUIDES

Guide rails, guide shoe gibs, and rollers.

DOOR EQUIPMENT

Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.

MANUAL FREIGHT DOOR EQUIPMENT

Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.

POWER FREIGHT DOOR EQUIPMENT

Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.

SIGNALS AND ACCESSORIES

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.

TRACTION ELEVATORS

RELAY LOGIC CONTROL SYSTEM

All control system components.

MICROPROCESSOR CONTROL SYSTEM

All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.

GEARED/GEARLESS MACHINES

All geared and gearless machine components.

WIRING

All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

CAR EQUIPMENT

All elevator control system components on the car.

HOISTWAY AND PIT EQUIPMENT

All elevator control equipment, car and counterweight buffers, overspeed governors, governor tension sheave assemblies, and car and counterweight safeties.

RAILS AND GUIDES

Guide rails, guide shoe gibs, and rollers.

ROPES

Hoist ropes, governor ropes, and compensation ropes.

DOOR EQUIPMENT

Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.

MANUAL FREIGHT DOOR EQUIPMENT

Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.

POWER FREIGHT DOOR EQUIPMENT

Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.

SIGNALS AND ACCESSORIES

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.

ESCALATORS AND POWERWALKS

CONTROL SYSTEM

All control system components.

DRIVE MACHINERY AND MOTOR EQUIPMENT

All drive machine components. The gear case will be drained and flushed as needed to remove sediment and grit and refilled with new gear oil.

WIRING

All control wiring and all power wiring from the equipment input terminals to the motor.

HANDRAIL DRIVE SYSTEM

Handrail and all handrail drive components.

SAFETY SWITCH SYSTEM

Missing step detector, handrail speed detector, handrail inlet switches, step upthrust inlet switches, combplate impact device, skirt switches, pit and motor stop switches, access cover switches, out-of-level step switches, emergency stop and inspection switches, alarm on the stop switch cover, broken step chain switches, key start switches, and brake temperature switch.

GUIDANCE AND ALIGNMENT SYSTEMS

All step chains, guidance and alignment components and demarcation lights. Balustrades and decks will be examined and adjusted, aligned, and fastened as needed.

POWER WALKS

CONTROL SYSTEM

All control system components and wiring.

DRIVE MACHINERY AND MOTOR EQUIPMENT

All drive machine components. The gear case will be drained and flushed as needed to remove sediment and grit, and refilled with new gear oil.

WIRING

All power walk control wiring and all power wiring from the power walk equipment input terminals to the motor.

HANDRAIL DRIVE SYSTEM

Handrail and all handrail drive components.

SAFETY SWITCH SYSTEM

Missing pallet detector, handrail speed detector, handrail inlet switches, comb plate impact device, skirt switches, pit and motor stop switches, access cover switches, out-of-level pallet detector, emergency stop and inspection switches, alarm on the stop switch cover, broken pallet chain switches, and key start switches.

GUIDANCE AND ALIGNEMENT SYSTEMS

All pallets, guidance and alignment components, and demarcation lights. Balustrades, decks, and skirt panels will be examined and adjusted, aligned, and fastened as needed

HOURS OF SERVICE

All services described above will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

SERVICE REQUESTS (CALLBACKS)

In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade. Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests.

If Purchaser requests service on overtime, Purchaser will be charged only for the difference between KONE's hourly billing rate and KONE's hourly overtime billing rate for each overtime hour.

TESTS

KONE will perform the following tests on the Equipment. KONE is not liable for any property damage or personal injury, including death, resulting from any test.

HYDRAULIC ELEVATOR

A pressure relief test and a yearly leakage test as required by applicable code.

TRACTION ELEVATOR

An annual no load test as required by applicable code.

A five (5) year full load test as required by applicable code.

REPORTING SERVICES

KONE may provide Purchaser with access to KONE's online reporting tool. Based on the Purchaser's user access, Purchaser can view information about the performance and service of the Equipment. KONE may provide Purchaser with automatic email notifications that provide information on work performed.

EXCLUSIONS

The following are excluded from the scope of services.

GENERAL

KONE is not obligated to: perform safety tests other than those specified herein; perform any work required by new or retroactive code changes; perform tests required or correct outstanding violations or deficiencies identified prior to the effective date; removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's direct control.

KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.

OBSOLESCENCE

A component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components will also be at the Purchaser's expense.

Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or

termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, or the OEM designates the component as obsolete. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. The component that replaces the obsolete components is covered under this Agreement.

ELEVATOR

Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; telephones or communication devices; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.

ESCALATOR AND POWERWALK

Refinishing, repairing, replacing or cleaning balustrades, pits, pans; sideplate devices; decks; skirt panels; anti-slide devices; brushes; guards and damage or deterioration to skirt deflector brushes. KONE is not obligated to perform an escalator cleandown, or do any work to bring the equipment in compliance with the escalator step/skirt performance index or loaded gap values required by code. Purchaser will use the escalators for the sole purpose of transporting passengers.

REMOTE MONITORING

If the Equipment is equipped with remote monitoring capabilities, Purchaser gives KONE the right to utilize this functionality and the phone line to the Equipment to collect data related to the use and operation of the Equipment.

SAFETY

Purchaser will provide a safe workplace for KONE personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; post any and all instructions and warnings related to the use of the equipment. Purchaser will be solely responsible for proper use, for supervising the use of the equipment, and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Notwithstanding anything to the contrary contained in this Agreement, if in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe

practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice. To the extent that KONE provides Purchaser with any oral or written account, report, information, or other statement identifying a safety issue with the equipment that is the subject of the Agreement or otherwise makes any recommendation or proposal to make a safety improvement or to address a safety issue related to such equipment, and Purchaser does not immediately approve KONE's proposal or recommendation, Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendations and proposals, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim shall be null and void.

NOTICE OF MALFUNCTION OR INJURY

As to any elevator or escalator equipment that is the subject of the Agreement, Purchaser will: (i) immediately shut down any such equipment that presents a potential safety hazard; and (ii) provide prompt verbal notice to KONE's Service Center of such hazard. Purchaser will immediately notify KONE's Service Center of any injury or accident in or about such equipment, followed by prompt written notice of such injury or accident. Any indemnity of Purchaser provided by KONE under the Agreement becomes null and void and will not be considered in interpreting the Agreement if Purchaser does not take the action or provide the notice required by this provision.

THIRD PARTY SERVICES

All services within the scope of this Agreement must be performed by KONE or its subcontractors, if any. If Purchaser causes or permits a third party to perform the same or substantially the same services required by this Agreement, Purchaser waives all claims against KONE arising from or related to a third party's performance of such services.

If a third party works on the equipment during the term of this Agreement, KONE reserves the right to inspect the equipment and may determine that re-work, different or additional work is required. Purchaser will re-imburse KONE for the cost the inspection and any additional work required. If Purchaser declines to have KONE perform the additional work, KONE reserves the right to cancel the Agreement upon written notice to Purchaser.

NON-KONE EQUIPMENT

If the equipment covered under this Agreement was not manufactured by KONE (or a company acquired by KONE), Purchaser will: (i) provide KONE with a complete set of as-built wiring diagrams and (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by KONE. KONE will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at KONE's request. KONE is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or proprietary diagnostic devices in a timely manner. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

Oil and Grease (OG) Locations:

Highway Department – 424 Springfield Ave.

Juvenile Center – Public Elevator – 211 South Court St.

Memorial Hall – 211 North Main St.

River Bluff Nursing Home – 4401 North Main St.

Winnebago County Health Department Division St. – 401 Division St.

SCOPE OF SERVICES

KONE will provide the labor to perform 4 visits to examine and/or lubricate the following equipment areas per twelve month period.

- Control system
- Power unit and/or machines
- Hydraulic system accessories
- Hoistway and pit equipment
- Door equipment
- Signals and accessories
- Rails and guides

KONE will provide all lubricants, greases, and wiping cloths.

If KONE identifies items, which, in KONE's judgment, require replacement or repair, KONE will submit to Purchaser a separate proposal and contract for Purchaser's signature. KONE makes no guarantee that its examination will identify any items that require replacement or repair.

POWER WALKS

CONTROL SYSTEM

All control system components and wiring.

DRIVE MACHINERY AND MOTOR EQUIPMENT

All drive machine components.

WIRING

All power walk control wiring and all power wiring from the power walk equipment input terminals to the motor.

HANDRAIL DRIVE SYSTEM

Handrail and all handrail drive components.

SAFETY SWITCH SYSTEM

Missing pallet detector, handrail speed detector, handrail inlet switches, comb plate impact device, skirt switches, pit and motor stop switches, access cover switches, out-of-level pallet detector, emergency stop and inspection switches, alarm on the stop switch cover, broken pallet chain switches, and key start switches.

GUIDANCE AND ALIGNMENT SYSTEMS

All pallets, guidance and alignment components, and demarcation lights.

HOURS OF SERVICE

All services described above will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

TESTS

KONE will perform the following tests on the Equipment. KONE is not liable for any property damage or personal injury, including death, resulting from any test.

HYDRAULIC ELEVATOR

A pressure relief test and a yearly leakage test as required by applicable code.

TRACTION ELEVATOR

An annual no load test as required by applicable code.

REPORTING SERVICES

KONE may provide Purchaser with access to KONE's online reporting tool. Based on the Purchaser's user access, Purchaser can view information about the performance and service of the Equipment. KONE may provide Purchaser with automatic email notifications that provide information on work performed.

EXCLUSIONS

This Agreement does not include hydraulic fluids.

No labor, except specified herein, parts or supplies will be furnished under this Agreement.

KONE shall not be obligated to: perform safety tests other than those specified herein; install new attachments or make equipment changes, repairs or adjustments, correct outstanding violations or deficiencies.

REMOTE MONITORING

If the Equipment is equipped with remote monitoring capabilities, Purchaser gives KONE the right to utilize this functionality and the phone line to the Equipment to collect data related to the use and operation of the Equipment.

SAFETY

Purchaser will provide a safe workplace for KONE personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; post any and all instructions and warnings related to the use of the equipment. Purchaser will be solely responsible for proper use, for supervising the use of the equipment, and for taking such steps including but not limited to providing attendant personnel, warning signs and other

controls necessary to ensure the safety of the user or safe operation of the equipment.

Notwithstanding anything to the contrary contained in this Agreement, if in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice. To the extent that KONE provides Purchaser with any oral or written account, report, information, or other statement identifying a safety issue with the equipment that is the subject of the Agreement or otherwise makes any recommendation or proposal to make a safety improvement or to address a safety issue related to such equipment, and Purchaser does not immediately approve KONE's proposal or recommendation, Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendations and proposals, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim shall be null and void.

NOTICE OF MALFUNCTION OR INJURY

As to any elevator or escalator equipment that is the subject of the Agreement, Purchaser will: (i) immediately shut down any such equipment that presents a potential safety hazard; and (ii) provide prompt verbal notice to KONE's Service Center of such hazard. Purchaser will immediately notify KONE's Service Center of any injury or accident in or about such equipment, followed by prompt written notice of such injury or accident. Any indemnity of Purchaser provided by KONE under the Agreement becomes null and void and will not be considered in interpreting the Agreement if Purchaser does not take the action or provide the notice required by this provision.

THIRD PARTY SERVICES

All services within the scope of this Agreement must be performed by KONE or its subcontractors, if any. If Purchaser causes or permits a third party to perform the same or substantially the same services required by this Agreement, Purchaser waives all claims against KONE arising from or related to a third party's performance of such services.

If a third party works on the equipment during the term of this Agreement, KONE reserves the right to inspect the equipment and may determine that re-work, different or additional work is required. Purchaser will re-imburse KONE for the cost the inspection and any additional work required. If Purchaser declines to have KONE perform the additional work, KONE reserves the right to cancel the Agreement upon written notice to Purchaser.

NON-KONE EQUIPMENT

If the equipment covered under this Agreement was not manufactured by KONE (or a company acquired by KONE), Purchaser will: (i) provide KONE with a complete set of as-built wiring diagrams and (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by KONE. KONE will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at KONE's request. KONE is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or

proprietary diagnostic devices in a timely manner. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

TAXES

Purchaser is responsible for the payment of all federal, state, or local taxes applicable to the services or materials provided under the Agreement.

Callbacks

Travel time for all callbacks shall not exceed one (1) hour for each callback.

Term

Contract term will be effective for five (5) years based upon the agreed date listed below in acceptance signature block.

Annual Pricing:

<u>Term:</u>	<u>Annual Price:</u>
11/1/2017-10/31/2018	\$40,850.04
11/1/2018-10/31/2019	\$42,075.54
11/1/2019-10/31/2020	\$43,337.80
11/1/2020-10/31/2021	\$44,637.85
11/1/2021-10/31/2022	\$45,976.98

Elevator Description	Equipment #	Elevator Phone # and Extension for Caller ID
1. Courthouse Elevator #1	20350241	815-969-1990
2. Courthouse Elevator #2	20350242	815-969-1992
3. Courthouse Elevator #3	20350243	815-969-1991
4. Courthouse Elevator #4	20350244	
5. Courthouse Elevator #5	20350245	
6. Old Courthouse Elevator #6	20350246	815-987-3126
7. Old Courthouse Elevator #7	20350247	815-987-3126
8. Old Courthouse Elevator #8A	20350249	815-987-3126
9. Public Safety Elevator #8	20350250	815-987-5928
10. Public Safety Elevator #9	20350251	815-987-5928
11. Public Safety Elevator #10	20350253	815-987-5928
12. Public Safety Elevator #11	20350254	815-987-5928
13. Public Safety Elevator #12	20350255	815-987-5928

14. Administration Elevator #13	20350256	815-969-0263
15. Administration Elevator #14	20350257	815-969-0263
16. Memorial Hall Elevator #18	20350260	
17. WCHD Division Street Elevator	20220919	
18. WCHD 55 Public Elevator	20350262	815-967-7141
19. WCHD 55 Employee Elevator	20350263	815-967-7142
20. Highway Department Elevator	20350264	7-815-319-4005
21. River Bluff Nursing Elevator	20350265	815-877-2017
22. Juvenile Public Elevator	20350266	
23. Juvenile Prisoner Elevator	20378362	
First Point of Contact (Required)		
Name: Shawn Franks	Title: Facilities Engineer	
Phone #: 815-319-4670	Cell Phone #: 815-871-1590	
Second Point of Contact (Required)		
Name: Dave Neuliep	Title: Assistant Facilities Engineer	
Phone #: 815-319-4670	Cell Phone #: 815-871- 0539	
Local Emergency Authorities (Required)		
Fire Department Phone #: 815-966-2900	Police Department Phone #: 815-966-2900	

If Purchaser wishes to include KRMS voice monitoring services in the Agreement, Purchaser will accept by initialing below.

Accepted

CUSTOMER INFORMATION

Who is the Agreement with?				
Legal Name of the Company: WINNEBAGO COUNTY				
Address: 404 Elm Street				
City: Rockford	State: IL	Zip: 61101		
Contact Name: Ann Johns	Title: Director of Purchasing			
Phone: 815-319-4380	Fax: 815-319-4381			
Is the Owner tax exempt? X Yes (If Yes, provide the Tax Exemption Certificate.) No				
Federal Tax ID #: Tax Exempt # E9992-3963-07 FEIN: 36-6006681				

Where should the invoices be sent?
Legal Name of the Company: Winnebago County
Attention: Shawn Franks

Address: 400 West State Street Room 020		
City: Rockford	State: IL	Zip: 61101
Contact Name: Shawn Franks	Title: Facilities Engineer	
Phone: 815-319-4670	Fax:	
Federal Tax ID # :36-6006681	Email: sfranks@wincoil.us	

Who will be responsible for paying the invoices?		
Legal Name of the Company: Winnebago County		
Attention: Accounts Payable		
Address: 404 Elm Street		
City: Rockford	State: IL	Zip: 61101
Contact Name: Accounts Payable	Title:	
Phone: 815-319-4050	Fax:	
Federal Tax ID #: 36-6006681	Email:	

ACCEPTANCE

Service Agreement Effective Date: _____

Service Agreement Number:

The parties to this service agreement agree to the conditions contained herein:

Sign for on behalf of Participating Public Agency

(Signature)

Frank Haney
(Print Name)

County Board Chairman
(Print Title)

Date: ____/____/2018

Respectfully submitted,
KONE Inc.

(Submitted By)

(Approved By) Authorized Representative

(Title)

Date: ____/____/____



Executive Summary

Date: January 25, 2018
To: Operations & Administrative Committee
Prepared by: Purchasing Department
Subject: Therapy Services Proposal #17P-2116

County Code: Winnebago County Purchasing Ordinance

Background:

The Purchasing Department went out with Request for Proposal #17P-2116 in September 2017 for a new Therapy Services contract. The RFP allowed for a two (2) year contract with three (3) one-year optional renewals periods.

There were a total of four proposers, with Genesis Rehabilitation Services being the RFP Evaluation Committee's chosen best responsible bidder with a score of 92.

Genesis Rehabilitation Services was previously awarded the Therapy Services contract #11-1913 in 2011.

Recommendation:

Genesis Rehabilitation Services has provided satisfactory service to the County during the last contract. The top scoring vendor was asked to provide a Best & Final offer as you will note in the red font on the Bid Tab. Also Ann was able to further negotiate better terms.

Bill Emmert reviewed and revised the standard Genesis Business Agreement to be in-line with the County's best interest as shown in Resolution Exhibit A.

Therefore, it is recommended that Genesis Rehabilitation Services be awarded the new contract for Request for Proposal #17P-2116.

Purchasing Department

404 Elm Street • Room 202 • Rockford, IL 61101

Website: www.WinColl.us

It is our mission to provide high quality services and promote a safe community for all people in Winnebago County.

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Gary Jury
Submitted by: Operations & Administrative Committee

2018 CR

RESOLUTION AWARDING A NEW THERAPY SERVICES CONTRACT

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Article VI, Section 2-341, that all purchases for and contracts for supplies, materials, equipment, and contractual services, the value of which is estimated to exceed \$12,000, shall be based on competitive proposals by the County Board; and

WHEREAS, competitive proposals were received on September 18, 2017 for the following Request for Proposal:

17P-2116
THERAPY SERVICES

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the proposals received for the aforementioned item and recommends awarding the proposal as follows:

GENESIS REHABILITATION SERVICES
101 EAST STATE STREET
KENNETT SQUARE, PA 19348
SEE ATTACHED TAB

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

70500-43120

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute a two (2) year contract with three (3) one-year renewal options for services beginning February 1, 2018 with Genesis Rehabilitation Services, 101 East State Street, Kennett Square, PA 19348, in substantially the same form as that attached hereto as 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 River Bluff Nursing Home Administrator, Director of Purchasing, Finance Director, and County Auditor.

Respectfully Submitted,
OPERATIONS & ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

GARY JURY, CHAIRMAN

GARY JURY, CHAIRMAN

JEAN CROSBY

JEAN CROSBY

ANGIE GORAL

ANGIE GORAL

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

ELI NICOLSI

ELI NICOLSI

DOROTHY REDD

DOROTHY REDD

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2018.

ATTESTED BY:

FRANK HANEY

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

MARGIE M. MULLINS

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

PROPOSAL PRICING TAB
THERAPY SERVICES
SEPTEMBER 18, 2017 – 17P-2116

Vendor	AdvantageCare Rehabilitation, LLC. 5035 Clairton Blvd Pittsburg, PA 15236			symbria Rehab, Inc. 28100 Torch Parkway, Suite. 600 Warrenville, IL 60555			Genesis Eldercare Rehabilitation Services, LLC 101 E State Street Kennett Square, PA 19348			Select Rehabilitation LLC 2600 Compass Rd Glenview, IL 60026		
Medicare A RUGS IV Per Diem	Minutes Required Per Category	Per diem Charge	Per Minute Charge	Minutes Required Per Category	Per diem Charge	Per Minute Charge	Minutes Required Per Category	Per diem Charge	Per Minute Charge	Minutes Required Per Category	Per diem Charge	Per Minute Charge
Ultra-High	720	\$98.74	\$0.96	N/A	\$102.86		N/A	\$98.74 \$96.69	\$0.96 \$0.94	N/A	\$0.93	\$0.93
Very High	500	\$68.57	\$0.96	N/A	\$71.43		N/A	\$68.57 67.14	\$0.96 \$0.94			
High	325	\$44.57	\$0.96	N/A	\$46.43		N/A	\$44.57 \$43.64	\$0.96 \$0.94			
Medium	150	\$20.57	\$0.96	N/A	\$21.43		N/A	\$20.57 \$20.14	\$0.96 \$0.94			
Low	45	\$6.17	\$0.96	N/A	\$6.43		N/A	\$6.17 \$6.04	\$0.96 \$0.94			
Medicare B Charge Per Minute	N/A			\$1.67			\$1.19			N/A		
Medicare B Charge per Fee Schedule	% of the current prevailing Medicare CPT Bsd Fee Schedule 74%			70% of the Medicare Fee Screen			76% adjusted MPPR Negotiated new Fee Schedule 68%			72%		

Vendor		AdvantageCare Rehabilitation, LLC. 5035 Clairton Blvd Pittsburg, PA 15236				symbria Rehab, Inc. 28100 Torch Parkway, Suite. 600 Warrenville, IL 60555		Genesis Eldercare Rehabilitation Services, LLC 101 E State Street Kennett Square, PA 19348		Select Rehabilitation LLC 2600 Compass Rd Glenview, IL 60026
Managed Care Charge Per Minute		Minutes Required Per Category	Per diem Charge (RUGs products)	Per Minute Charge (Other)		Managed Care Charge Per Minute		Managed Care Charge Per Minute		Managed Care Charge Per Minute
Ultra-High		720	\$98.74	\$0.96		\$1.00		\$0.96 Negotiated new rate \$0.94		\$0.93
Very High		500	\$68.57	\$0.96						
High		325	\$44.57	\$0.96						
Medium		150	\$20.57	\$0.96						
Low		45	\$6.17	\$0.96						

RFP EVALUATION COMMITTEE SCORING TAB
THERAPY SERVICES - 17P-2116

Vendor	Evaluation Score
Genesis Eldercare Rehabilitation Services, LLC 101 E State Street Kennett Square, PA 19348	92
Select Rehabilitation LLC 2600 Compass Rd Glenview, IL 60026	75
AdvantageCare Rehabilitation, LLC 5035 Clairton Blvd Pittsburg, PA 15236	64
Symbria Rehab, Inc. 28100 Torch Parkway, Suite 600 Warrenville, IL 60555	56

THERAPY SERVICES AGREEMENT

THIS THERAPY SERVICES AGREEMENT (the "Agreement") is made this 20th day of November, 2017 by and between Genesis ElderCare Rehabilitation Services, LLC, d/b/a Genesis Rehabilitation Services, a Pennsylvania limited liability company ("Genesis") and **County of Winnebago, d/b/a River Bluff Nursing Home**, ("Facility") located at **4401 North Main Street, Rockford, Illinois 61103-1277**. Services provided under this Agreement shall commence on the 1st day of **February, 2018** (the "Commencement Date").

BACKGROUND

A. Facility operates a skilled nursing facility and is in need of professionals to provide certain therapy services to it and its residents, including physical therapy, occupational therapy and speech/language pathology, and restorative services consultation. Facility's Medicare and/or Medicaid provider number(s) is/are 14-5771 and its Medicare MAC or fiscal intermediary is National Government Services (NGS).

B. Genesis employs and contracts with licensed professionals to perform said therapy services.

C. Facility desires to purchase said therapy services from Genesis and Genesis desires to furnish said therapy services and consultation to Facility on the terms set forth herein.

TERMS

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Duties and Responsibilities of Genesis.

1.1 Genesis agrees to provide fully credentialed therapists as defined by state regulation and payer requirements ("Therapists") to the Facility to perform the therapy services ("Services") listed on Schedule "A" attached hereto upon Genesis' receipt of (i) the written order of an attending physician given in accordance with accepted professional standards; and (ii) specific authorization to treat the resident from a representative of Facility. The defined term "Therapists" shall also include student therapists or volunteers supervised by Genesis at the facility. Services will be provided in accordance with professional standards and federal and state regulations and guidelines. If, in Facility's reasonable judgment, any Genesis Therapist or other personnel has failed to adequately perform his or her material job responsibilities or has failed to act in accordance with applicable standards of professional or ethical conduct, Facility shall notify Genesis in writing. Genesis shall investigate such claim and notify Facility of its result within a reasonable time. If, in the reasonable judgment of Facility, the performance of the identified individual remains unsatisfactory, Facility may request that such individual be removed from providing services at the Facility.

1.2 Genesis agrees to assist in Facility's evaluation of residents, and to plan and direct care for the Facility's residents in accordance with established plans of treatment and physician's written orders.

1.3 Genesis agrees to supervise and train the Therapists and provide clinical management services in connection with the implementation and delivery of Services consistent with a physician's care plan. Notwithstanding the foregoing, Facility is responsible for management of resident care.

1.4 Genesis agrees to operate in accordance with the Facility's policy that pertains to patient care and procedures, provided such are provided to Genesis. At the Facility's request, Therapists will: (i) attend the Facility's selected staff conferences essential to therapy care in connection with the provision or administration of Services; and (ii) participate in select on-site educational or utilization review programs.

1.5 Genesis agrees to pay the compensation and benefits of the Therapists, including all applicable payroll taxes and workers' compensation and unemployment insurance premiums.

1.6 Genesis agrees to maintain and, in accordance with applicable laws, make available to the Facility at all reasonable times all Genesis billing records required by any fiscal intermediary/MAC, governmental agency, Facility or any other party to whom billings are rendered for services hereunder.

2. Duties and Responsibilities of Facility.

2.1 Facility shall provide all equipment and supplies necessary for the provision of rehabilitation services pursuant to the provisions in Schedule A. Facility shall (i) set aside designated areas adequate for Genesis's provision of the Services (including, but not limited to, adequate storage space for equipment and supplies) and (ii) maintain such designated areas in accordance with applicable federal, state and local laws, rules, standards and regulations. Without limiting the foregoing, Facility shall supply the necessary utilities and support services (such as laundry and housekeeping) reasonably necessary to allow Genesis to provide the Services at Facility. Genesis will use such space, utilities and support services solely for the purpose of fulfilling its duties under this Agreement. Genesis has the right to procure specialized equipment or supplies on an as needed basis, and such equipment and supplies shall remain the property of Genesis. Any equipment or supplies procured by Genesis shall be and remain free and clear of all liens, claims or encumbrances of any kind created by or against the Facility and will be maintained as well as calibrated (as appropriate) in accordance with the manufacturer's recommendations.

2.2 Facility agrees to provide sufficient support personnel to have residents ready to receive rehab services at the agreed upon times and to transport residents to the rehab space. Facility agrees to provide timely notice to Genesis of admissions and discharges of therapy residents. Facility further agrees to provide timely notice to Genesis of individual resident's inability to receive therapy due to illness, discharge or any other reason that would affect the scheduled therapy for any resident. Facility acknowledges its duties under this Section 2.2 greatly impacts the efficiency of the Genesis Therapists.

2.3 Facility shall (i) have primary responsibility for filing and maintaining all resident records, and (ii) make available to Genesis for review the individual resident treatment records necessary for the proper evaluation, screening and treatment of Facility's residents. Facility shall secure written consent from its eligible residents authorizing Genesis to access

their medical records for the purpose of Genesis's fulfilling its obligations under this Agreement. Genesis agrees to abide by all federal, state and local laws, rules and regulations pertaining to the confidentiality of such resident records.

2.4 Facility shall have responsibility for performing and completing the Minimum Data Set ("MDS") assessment for all residents. Facility shall be responsible for assessing each resident and ensuring that the acuity level for each resident has been properly documented to permit the resident to be assigned to the appropriate Resource Utilization Group.

2.4.1 Facility shall assume responsibility for essential pre-authorization of patients' services as required through the Facility's Managed Care services agreement or contract.

2.5 Facility shall be responsible for obtaining all required written orders for provision of the Services to eligible residents from their attending physicians in accordance with accepted professional practices. Facility shall also be responsible, in consultation with the physician who certifies a resident's care plan and the Therapists, for determining when to initiate, alter and/or terminate the provision of services to a Facility resident.

2.6 Except as otherwise set forth in this Agreement, Facility shall be responsible for, and incur the cost associated with, preparation and submissions of all bills and claims for reimbursement to residents and any government programs and other third-party payors.

2.7 Facility shall provide thirty (30) days' written notice of (i) the sale of all or substantially all of the assets of Facility, or (ii) the transfer of more than fifty percent of the outstanding equity of Facility (collectively or individually, "Change of Ownership"). Such notice shall include the name, address and phone number of the purchaser, as well as any person implementing the Change of Ownership, ("Escrow Agent"). At the closing, Facility shall cause Escrow Agent to disburse to Genesis all amounts owed for Services rendered through the date of closing.

2.8 Facility shall immediately notify Genesis of any legal, administrative or governmental surveys, investigations, reviews, or proceedings initiated against it or any provider that might affect Facility's ability to perform its duties and obligations under this Agreement.

2.9 **Denial of Payment.** Except as specified in Section 2.10 and 2.11, below, if Medicare or its agent notifies Facility of a determination, after final appeal, that Medicare (due to inaccurate, incomplete or untimely information required to be provided by Genesis with respect to any Service) is reclassifying a patient to a lower RUG category or is disallowing any Medicare Service, Facility will be entitled to offset against Genesis' next invoice to Facility an amount equal to the amount previously paid to Genesis for such unreimbursed Service. If the Agreement is terminated and the Facility has paid for all services accrued through the date of termination, this provision will continue in force, except that Genesis will be required to refund to Facility the amount previously paid to Genesis for those services that are disallowed and recaptured and relate to such reclassification or denial. Upon successful appeal of any denied claims that previously resulted in a retraction of monies by Medicare from Facility and an offset by Facility from Genesis, Facility will repay that portion of the overturned claim related to Genesis's services within thirty (30) days of repayment by Medicare.

2.10 **Genesis Notification of Denial.** Facility shall notify Genesis of the receipt of any such denial, RUGs reclassification notice or appeal decision ("Notice") or upon a Medicare denial of any claim or cost report adjustment related to Genesis' Services within ten (10) business days of the date of such Notice. Notification shall be via the Genesis portal unless a different method is expressly designated in writing by Genesis to Facility. If notification is received after ten (10) business days of the date of the Notice, then Genesis retains the right in its discretion to accept or reject pursuit of appeal. If Facility fails to notify Genesis as required by this section, Facility shall remain responsible for compensating Genesis for any Services which are the subject of such Notice and shall have no right to offset such unreimbursed amounts as provided in Section 2.11.

2.11 **Appeal Rights.** Upon Genesis' request, and to the extent allowed by law, Facility shall allow Genesis to timely appeal any Notice received in connection with Genesis' Services. The parties agree to cooperate in preparing such appeal. Facility shall provide any and all Facility records related to the Claim denial that are reasonably requested by Genesis to advance the appeal of the denial. If the Notice resulted from the error or omission of Genesis, Facility shall appoint Genesis to act as its agent for purposes of conducting the appeal and Genesis shall be responsible for preparing such appeal and the costs associated with the appeal. Facility shall grant to any fiscal agency involved, the right to discuss the status of the Claim with Genesis and shall provide copies of all other notices related to the appeal of denials within ten (10) days of the Notice date. (Notification will be via the Genesis portal or some other mutually agreed upon electronic means that provides a time and date stamp of when Notice was received.) If notification is received after ten (10) business days of the date of the Notice, then Genesis retains the right in its discretion to accept or reject pursuit of appeal.

2.12 Facility shall have no right of offset for any denial, disallowance or reduction in reimbursement caused by or resulting from the failure of Facility, its agents or employees to (i) comply with any provisions of this Agreement; (ii) correctly bill Medicare or the appropriate fiscal intermediary or other third-party payor; (iii) incorrectly complete and file the resident's MDS assessment, including the timelines of the assessment; or (iv) correctly determine or communicate to Genesis a resident's eligibility for coverage or change in coverage status. Facility shall also have no right to offset, or be considered a breach by Genesis, if Genesis did not provide Services to a particular resident because: (a) the resident was ill and unable to receive Services; (b) the resident refused treatment; (c) the resident was unavailable for Services; (d) the Services were not ordered by a physician or were not appropriate, as determined by Genesis. Facility shall have no right to offset for any amounts for which Medicare refuses to reimburse Facility for a Service except as otherwise specifically provided herein.

3. **Fees.**

3.1 Facility agrees to compensate Genesis for Services rendered to the Facility's residents and/or Facility in accordance with the Fees listed on Schedule "B", "C" and "D" attached hereto. Fees vary depending on: (a) the Facility's source of payment for such Services; and (b) each resident's level of care which will be agreed upon by the Facility and Genesis prior to Therapists rendering Services. Beginning on the second anniversary and continuing on each anniversary date thereafter during the term of this Agreement, the fee rates shall be adjusted up or down by the percentage increase or decrease of the Consumer Price Index, Midwest Region (all items index, not seasonally adjusted) for the most recent 12 month period ending in November.

3.2 Facility agrees to pay invoices according to the Illinois prompt payment Act 50 ILCS 505. Genesis agrees to provide a detailed description of the Services rendered to each resident during the period covered by the invoice. If Facility disputes any invoice, it shall and must do so within thirty days of the date of the invoice. Facility agrees to reimburse Genesis for any and all costs incurred to collect payment of Services from the Facility, including, without limitation, reasonable attorneys' fees. In the event that Facility's payment is not received within the specified time frame, Genesis reserves the right to suspend Services until such time that all past due payments have been received.

3.3 Except to the extent required by law, Genesis agrees not to directly bill any resident, governmental agency or other third party for Services rendered pursuant to this Agreement.

4. **Term and Termination.**

4.1 This Agreement shall commence on the Commencement Date written above and shall continue in full force and effect until the second anniversary of such date. Following the initial two-year term, this Agreement shall automatically renew for successive one-year terms on the same terms and conditions as contained in this Agreement until terminated by one or both of the parties as provided herein. [Fee rates shall be re-established for each renewed term as provided by section 3.1 above.]

4.2 This Agreement may be terminated by either party, without cause, at the end of the initial term or the end of any renewed term, upon written notice given to the non-terminating party ninety (90) days prior to the end of the initial term or any renewed term, as the case may be.

4.3 In the event of material breach of this Agreement by either party, the non-defaulting party may terminate this Agreement by giving the breaching party thirty-five (35) days prior written notice; provided, however, that upon the date of such notice the breaching party shall have thirty (30) days to cure such breach, and if the breach is cured within that time frame the non-defaulting party's right to terminate the Agreement for that breach shall cease to exist. Notwithstanding the foregoing, Genesis shall have the right to terminate this Agreement immediately: (i) if any license, permit or approval required for the operation of the Facility cannot be obtained or is at any time suspended; or (ii) in the event of voluntary or involuntary bankruptcy or similar insolvency actions by or against the Facility.

4.4 Termination of this Agreement shall not affect the rights and obligations of the parties arising out of any Services performed prior to the effective date of such termination.

5. **Independent Contractor.** In performing the Services hereunder, the parties acknowledge and agree that Genesis and its Therapists are acting as independent contractors and not as the agent, partner or employee of the Facility. This Agreement shall not create a joint venture, partnership or other joint business relationship. As an independent contractor, Genesis and its Therapists are not exclusively limited to performing services for the Facility and are entitled to provide services for parties other than the Facility. Genesis agrees to indemnify and hold the Facility harmless from any and all taxes, penalties and interest arising from Genesis' failure to pay, as they become due, all federal and state taxes due and payable on the compensation paid to Genesis.

6. **Insurance.**

6.1 At all times during the term of this Agreement, Genesis agree to maintain in full force and effect sufficient general liability insurance in minimum amounts of \$2,000,000 per occurrence and \$5,000,000 aggregate amount covering Genesis and Genesis' employees, in the performance of Services.

6.2 At all times during the term of this Agreement, Genesis agree to maintain in full force and effect sufficient professional liability insurance in minimum amounts of \$2,000,000 per occurrence and \$5,000,000 aggregate amount covering Genesis and Genesis' employees, in the performance of services.

6.3 Facility is self-insured.

7. **Non-Discrimination.** Neither party shall discriminate on the basis of race, color, sex, age, religion, national origin, sexual orientation, pregnancy, marital status, veteran status or handicap in providing services under this Agreement or in the selection of employees or independent contractors.

8. **Proprietary Items.**

8.1 It is expressly understood that the systems, methods, procedures, written materials and controls employed by Genesis in its performance of Services under this Agreement, including, but not limited to: (a) Genesis' policy and procedure manuals, proposals, financial data, memoranda, and handbooks; (b) computer software developed or provided to Facility by Genesis, including all documentation related thereto; (c) all proprietary methods, techniques, and procedures utilized by Genesis to the extent same are not readily available through the public domain; (d) all marketing strategies, demographics, and other materials not readily available through the public domain; (e) all trademarks, trade names, and service marks of Genesis; and (f) all other intellectual property, information, documentation, data, and technology relating to Genesis's business, trade secrets, customers, and finances, without regard to the medium of storage or method of transmission of such information, are "Confidential Information", are proprietary in nature, and shall remain the property of Genesis. Facility agrees that it will not, without the express prior written consent of Genesis, use the Confidential Information for any purpose other than the performance of this Agreement. Facility further agrees to maintain the confidentiality of the Confidential Information, and not disclose it to any third party, except to the extent such disclosure is required by law (including, but not limited to, a disclosure required under the Freedom of Information Act). If any person or entity seeks Genesis' Confidential Information by making a Freedom of Information Act request to Facility, or otherwise seeks to compel Facility to disclose Genesis' Confidential Information, Facility shall promptly notify Genesis so that Genesis may have the opportunity to seek an appropriate protective order.

8.2 Upon termination or expiration of this Agreement, Facility shall immediately return all Confidential Information to Genesis, and Facility has no further right to use, utilize, or access such Confidential Information.

8.3 The provisions of this Article 8 shall survive the termination of this Agreement.

8.4 Facility and Genesis each recognize and agree that violation or breach of

this Section would result in irreparable harm to the other party, such that no adequate remedy at law would be available. Therefore, Facility and Genesis both agree to waive any defense that the other party has an adequate remedy at law and agree that the other party may enforce its rights in equity by injunctive or other equitable relief, in addition to whatever other remedies it may have. Both parties also waive any requirement for the securing or posting of any bond in connection with the obtaining of such injunctive or other equitable relief.

9. **HIPAA Compliance.** The parties hereto acknowledge that they are both covered entities and that they are aware of and will comply with all applicable laws and regulations with respect to confidentiality of protected health information and HIPAA/HITECH.

10. **Non-Solicitation.** During the term of this Agreement and for a period of one (1) year following the termination of this Agreement for any reason whatsoever, Facility shall not, directly or indirectly, for Facility or on behalf of any other person or business entity: (a) solicit, recruit, entice or persuade any therapist or other employee of Genesis to leave the employ of Genesis or to contract with Facility or any third party; or (b) employ or use as an independent contractor any individual who was employed or utilized as a contractor by Genesis at Facility at any time during the six (6) months prior to such proposed employment or contracting. "Indirectly employ" shall not include Facility contracting with, or receiving therapy services from, another provider who employs or contracts with any person who was employed or contracted by Genesis and provided Services to Facility within the previous six (6) months so long as Facility did not in solicit, recruit, entice or persuade the therapist or other employee to leave their employment with Genesis and becoming employed by that other provider.

11. **Exclusivity.** Genesis will be the sole and exclusive provider of Services to the residents at the Facility during the term of this Agreement, except for residents who request to be treated by a different provider.

12. **Notices.** Any notice, request, demand, consent, approval of other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given upon actual delivery by hand, email or facsimile transmittal or certified or registered mail, return receipt requested. Each such notice shall be sent to the respective parties at the addresses indicated below:

If to Genesis:

Genesis Rehabilitation Services
101 East State St.
Kennett Square, PA 19348
Attention: Lou Ann Soika, SVP

With a copy to:

Genesis Rehabilitation Services
101 East State Street
Kennett Square, PA 19348
Attention: Law Department
Facsimile: 484-813-6665
Email: lawdepartment@genesishcc.com

If to Facility:

River Bluff Nursing Home
4401 North Main Street
Rockford, IL 61103
Attention: Administrator

With Copy to:

Winnebago County Purchasing Department
404 Elm Street, Room 202
Rockford, IL 61101
Attention: Director of Purchasing

Any party may change its address for purposes of the Section by giving the other parties ten (10) days' prior written notice in accordance with this section.

13. **Access to Books and Records.** Pursuant to Section 1395X(v)(1)(I) of Title 42 of the United States Code and applicable rules and regulations thereunder, until the expiration of four (4) years after the termination of this Agreement, Genesis shall make available, upon appropriate written request by the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or the applicable state agencies or departments, or any of their duly authorized representatives a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided by Genesis under this Agreement. Genesis further agrees that in the event it carries out any of its duties under this Agreement through a subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a 12-month period, such subcontract shall contain a clause identical to that contained in the first sentence of this Section.

14. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld or delayed; provided that either party may assign this Agreement to any affiliate of such party, or to any party acquiring substantially all of the assets or stock of such party. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

15. **Amendments and Waivers.** This Agreement may be amended, modified or varied only by agreement in writing, duly executed by the party against whom enforcement of any amendment, waiver, change, modification, consent or discharge is sought. The waiver of any breach of any term or condition of this Agreement shall not be deemed to constitute the continuing waiver of the same or any other term or condition.

16. **Governing Law.** This Agreement will be deemed to have been made in and its validity and interpretation shall be governed by and construed under the laws of the State of Illinois.

17. **Headings.** The captions herein have been inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.

18. **Entire Agreement.** This Agreement sets forth all of the promises, covenants, agreements, conditions and undertakings between the parties with respect to the subject matter of this Agreement.

19. **Severability.** If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and enforceable to the fullest extent permitted by law.

20. **Counterparts.** This Agreement may be executed in two or more counterparts each of which will be deemed an original, but together will constitute one and the same instrument.

21. **Fair Market Value.** The amounts to be paid by Facility to Genesis hereunder have been determined by the parties through good faith and arms-length bargaining to be the fair market value of the services to be rendered hereunder. No amount paid or to be paid hereunder is intended to be, nor shall it be construed as, an offer, inducement or payment, whether directly or indirectly, overtly or covertly, for the referral of residents by Facility to Genesis, or by Genesis to Facility, or for the recommending or arranging of the purchase, lease or order of any item or service. In addition, no amount paid or advanced hereunder includes any discount, rebate, kickback or other reduction in charge. For purposes of this Section, "Genesis" and "Facility" shall include each such entity and any affiliate thereof.

22. **Program Representations.** Genesis and Facility hereby represent, warrant and covenant to each other that as of the date of this Agreement, and for the entire term and any renewal hereof, with respect to any federal health care program as defined in section 1128B of the Social Security Act (42 U.S.C. 1320a-7b(f)) or any State health care program as defined in section 1128B of the Social Security Act (42 U.S.C. 1320a-7b(h)) (collectively, the "Programs"): neither (a) the representing party; (b) any individual with a direct or indirect ownership or central interest of five percent (5%) or more of the representing party; nor (c) any director, officer, agent or employee of the representing party; has ever been debarred, suspended or excluded from any Program, or convicted of a felony offense related to the delivery of health care services. Each party covenants to immediately notify the other in writing if this representation is no longer true, or if such party is sanctioned or has a civil monetary penalty levied under any Program.

23. **Change in Law.** Notwithstanding anything to the contrary contained in this Agreement, in the event that any Medicare and/or Medicaid law, rule, regulation or payment policy, or any other applicable law or regulation, or any interpretation thereof, at any time, is modified, implemented, threatened to be implemented, or determined to prohibit, restrict or in any way materially change the terms of this Agreement, or by virtue of the existence of this Agreement has or will have a material adverse affect on either party, then Genesis and Facility agree to negotiate in good faith to amend this Agreement in a manner consistent with such change and the intent of the parties.

24. **Indemnification.** Each party agrees to indemnify the other, its affiliates and its respective officers, directors, employees and agents against, and hold the same harmless from, all liability, losses, damages, obligations, judgments, court costs and attorney's fees resulting solely from or arising solely out of, any act or omission (including, but not limited to, any neglect, reckless or intentional act or failure to act) by its officers, directors, employees and agents or any failure by its officers, directors, employees and agents to perform any obligation undertaken

in or any covenant made under this Agreement. Upon notice, each party shall resist and defend at its own expense, and by counsel reasonably satisfactory to the other, any such claim or action.

25. **Confidentiality.** In order to facilitate the performance of this Agreement each party may deem it necessary to disclose to the other certain proprietary and/or confidential personnel information, financial information, market information, pricing information and service delivery information. Facility agrees that all prices referenced in this Agreement are to be kept confidential and will not be disclosed to another person or entity except as required by law. Each party agrees to keep all such information strictly confidential. No attorney-client, accountant-client or other legal privilege will be deemed to have been waived by Genesis or Facility by virtue of this Agreement.

26. **No Violation.** Neither party shall be deemed to be in violation of this Agreement if it is, or reasonably determines that it is, prevented from performing any of its duties or obligations hereunder for any reason beyond such party's control, including without limitation flood, storm, strikes, acts of God or the public enemy, or statute, ordinance, rule or action of any applicable governmental entity.

27. **No Waiver.** No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of this Agreement, whether of a similar or dissimilar nature.

28. **No Construction Against Drafter.** No inference in favor of, or against, any party to this Agreement shall be drawn from the fact that such party has drafted any portion of this Agreement.

[This space intentionally left blank]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Agreement as of the day and year first written above.

Genesis Eldercare Rehabilitation Services, LLC

Winnebago County River Bluff
Nursing Home

By: _____
Lou Ann Soika
SVP

By: _____
Authorized Signature

Name: _____

Title: _____

Date: _____

Date: _____

SCHEDULE "A"

SERVICES

Genesis agrees to provide the following clinical rehabilitation services:

Physical Therapy

Occupational Therapy

Speech Language Pathology

Screenings on the following basis:

- Admission
- Re-Admission
- Referral

Care Plan Participation

- Residents on Active Caseload
- Resident and Caregiver Family Education for Residents on Active Caseload

Regulatory Updates via email, conference calls and Adobe Connect Presentations

Performance Reports: Clinical, Financial and Operational Reporting* to include:

- Utilization Report (CRM)
- MBI: Modified Barthel Index

*Additional and/or customized reporting will be subject to a fee.

Timely and Accurate Provision of MDS Data

Billing information via electronic upload

Access to Customer Portal

Initials

Date

GENESIS

Initials

Date

FACILITY

SCHEDULE "B"

ADDITIONAL SERVICES

The services outlined below as well as any additional non-routine services requested and agreed upon by both parties will be provided for up to 16 hours per month by Genesis at no cost to Facility.

Participation in Clinical Meetings - falls prevention, contractures prevention, restraint reduction, wound rounds, weight loss

Daily Admission/Medicare Meetings

4 In-services per year (1 per quarter) to be chosen from Customer Selection Form

2 Formal Clinical programs/year to be chosen from Customer Selection Form

Facility may request Genesis to provide additional services above the 16 hours per month outlined above. Such request must be approved, in advance, by Facility's Administrator or Deputy Administrator. All services above the allotted 16 hours per month will be billed at a rate of sixty-five dollars (\$65.00) per hour.

Initials Date

GENESIS

Initials Date

FACILITY

SCHEDULE "C"

**FEES FOR RESIDENTS OTHER
THAN THOSE COVERED UNDER
MEDICARE "A"**

1. For residents covered under Medicare Part B, and other Fee for Service arrangements, Facility agrees to compensate Genesis for all clinical rehabilitation services and related activities provided by Therapists at 68% of the Full Outpatient Fee Schedule established by the Centers for Medicare and Medicaid Services ("CMS")
2. For residents covered under Per Diem Managed Care Contracts, Facility agrees to compensate Genesis for all direct clinical treatment at ninety-four cents (\$0.94) per minute. Direct clinical treatment time will be established prior to treatment being delivered.
3. None of the provisions of this Schedule "C" apply to residents covered under Medicare "A" and other Payers reimbursed on a RUG Basis, see Schedule "D".

Initials

Date

GENESIS

Initials

Date

FACILITY

SCHEDULE "D"

FEES FOR RESIDENTS COVERED UNDER MEDICARE "A"

Facility agrees to compensate Genesis at a rate equal to ninety-four cents (\$0.94) per delivered minute.

"Delivered Minute" means all minutes for which evaluation, treatment or other billable services are provided.

None of the provisions of this Schedule "D" apply to residents who are NOT covered under Medicare "A"; see Schedule "C."

Initials Date

GENESIS

Initials Date

FACILITY

Equipment and Supply List

Equipment

Accessoried Multi-purpose Combo Rack
4x7 Valueline Economy Mat Table
Standard Automatic Table
Sammons Preston Revolving Stool
Mettler Electrotherapy Cart
Sonicator 930 Plus Combo Unit
8-Pac Tropic Heater
Mounted Platform Parallel Bars
Portable Mirror
Pulse Oximeter
Work Nesting Stools (set of 3)

Physical Therapy Supplies

EZ Troid Electrodes (2" Diameter)
Ultrasound Gel
Cervical Hot Packs
BP Cuff
72" transfer belt – neutral
8" Goinionmeter
12 ½ Goiniometer
Electronic Stopwatch
Economy Pedal Exerciser
60" Transfer Belt – Pastel
Cando Plyometric Weighted Balls – set of 6
Cervical Hot Pack Cover
Standard Hot Pack Cover
Geriatric exercise Prescription Kit

Occupational Therapy Supplies

Stacking Cones
Theraputty – set of 5
Latex power free gloves – Med Size
Rolyan Graded Pinch exerciser
Graded ROM Arc
Therabath Pro w/scent free paraffin
Assistive Device Kit 4
Hand helper
Rolyan Reach'n Range Overhead Pulley
Jamar Hand Evaluation Kit

Speech Therapy Supplies

The Souce for Alzheimers & Dementia
Arizona Battery for Communication Kit
Language Activity Resouce Kit
Accessorized Multi-purpose Combo Rack
SR-Cognition: A Cognitive-Communication kit

Initials

Date

Initials

Date

GENESIS

FACILITY

Sponsored by: Gary Jury

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Submitted by: Operations and Administrative Committee

2018 CR_____

**RESOLUTION AUTHORIZING THE MANAGEMENT OF
RIVER BLUFF NURSING HOME BY CONTRACT
PURSUANT TO 55 ILCS 5/5-21006**

WHEREAS, the County of Winnebago, owns and operates River Bluff Nursing Home, a county nursing home; and

WHEREAS, the County wishes to provide for the management of River Bluff Nursing Home by contract as permitted by 55 ILCS 5/5-21006; and

WHEREAS, 55 ILCS 5/5-21006 states that the County Board must, by majority vote, authorize the management of River Bluff Nursing Home by contract; and

WHEREAS, after authorizing the management of River Bluff Nursing Home by contract, the County Board must solicit bids for the management contract as set forth in 55 ILCS 5/5-12006(a).

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that it authorizes the management of River Bluff Nursing Home by contract.

BE IT FURTHER RESOLVED, that the County Board of the County of Winnebago directs the County Administrator to solicit bids for the management of River Bluff Nursing Home in compliance with 55 ILCS 5/5-12006(a).

BE IT FURTHER RESOLVED, that this Resolution shall be effective immediately upon its adoption.

Respectfully submitted,
Operations and Administrative Committee

Gary Jury, Chairman

Jean Crosby

Angie Goral

Joe Hoffman

Keith McDonald

Eli Nicolosi

Dorothy Redd

APPROVED this _____ day of _____, 2018 by the
County Board of the County of Winnebago, Illinois.

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

Attested by:

Margie M. Mullins
Clerk of the County Board
of the County of Winnebago, Illinois

Ayes: _____ Nays: _____ Absent: _____

PUBLIC SAFETY COMMITTEE

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, Illinois

Sponsored by: Dave Fiduccia
Submitted by: Public Safety Committee

2018 CR

RESOLUTION AUTHORIZING CARCASS DISPOSAL CONTRACT

WHEREAS, the Code of Ordinances for the County of Winnebago, provides in Chapter 13A, that all purchases for, and contracts for, supplies, materials, equipment, and contractual services, the value of which is estimated to exceed \$12,000, shall be based on competitive bids by the County Board; and

WHEREAS, the Code of Ordinances Sec. 2-345 further allows for a contract with a sole source of supply or manufacturer with terms most advantageous to the County and to submit such to the County Board for purchases exceeding \$12,000; and

WHEREAS, Winnebago County Animal Services and Highway Department have a need for Cremation Services for Animal Carcass Disposal; and

WHEREAS, St. Francis Pet Crematory is the only regulated crematory operator that can handle the volume of animal carcasses needing disposal for Winnebago County Animal Services and Highway Department; and, have agreed to reasonable rates; and

WHEREAS, the Public Safety Committee has determined that the funding for the aforementioned purchase shall be as follows:

77000 – 43640 Animal Services
46100 – 43640 Highway Department

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that a two year agreement Purchase Order be issued to St. Francis Pet Crematory Inc., 6 N. 441 Catalpa Avenue, Wood Dale, Illinois 61091.

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 Animal Services Administrator, County Engineer, Director of Purchasing, Finance Director, and County Auditor.

Respectfully Submitted,
PUBLIC SAFETY COMMITTEE

AGREE

DISAGREE

DAVE FIDUCCIA, CHAIRMAN

DAVE FIDUCCIA, CHAIRMAN

AARON BOOKER

AARON BOOKER

DAN FELLARS

DAN FELLARS

ELI NICOLosi

ELI NICOLosi

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 _____ 2018.

ATTESTED BY:

FRANK HANEY

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

MARGIE M. MULLINS

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

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Dave Fiduccia
Submitted by: Public Safety Committee

2018 CR

**RESOLUTION RENEWING ANNUAL MAINTENANCE AGREEMENT
FOR X-RAY SCANNERS**

WHEREAS, the County of Winnebago purchased the following seven X-Ray Scanners for various security locations within County facilities in September of 2012 from AutoClear, LLC; and

MODEL: **AC6848** SERIAL # **121025P#235MESM**
MODEL: **AC6848** SERIAL # **130122P#08MESM**
MODEL: **AC6848** SERIAL # **130124P#09MESM**
MODEL: **AC6848** SERIAL # **121025P#236MESM**
MODEL: **AC6848** SERIAL # **121107P#253MESM**
MODEL: **AC6848** SERIAL # **121107P#252MESM**
MODEL: **AC6848** SERIAL # **121106P#249MESM**

WHEREAS, a one (1) year Platinum Level Maintenance Agreement was included with the original purchase and has been renewed annually, providing premier service and unlimited technical support, parts, travel expenses of technicians, and two (2) preventive maintenance checks with radiation survey (cleaning, adjustments, tightening, and calibrations) to be completed on each unit per year; and

WHEREAS, proper maintenance for this security equipment is vital to the safety of all persons entering a secure County facility, and to ensure compliance with standards specifically established by the State of Illinois for this type of equipment; and

WHEREAS, the County of Winnebago would like to renew the AutoClear, LLC Annual Maintenance Agreement for each scanner at the Platinum Level rate of FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00) per unit, for a total of THIRTY-ONE THOUSAND FIVE HUNDRED DOLLARS (\$31,500.00); and

WHEREAS, the Public Safety Committee of the County Board for the County of Winnebago, Illinois has reviewed the AutoClear, LLC Annual Maintenance Agreement and recommends renewal.

WHEREAS, the Public Safety Committee has determined that the funding for the aforementioned purchase shall be as follows:

12000-81200: 2 X-Ray Machines	\$9,000
12000-01721: 3 X-Ray Machines	\$13,500
12000-01056: 1 X-Ray Machine	\$4,500
12000-01526: 1 X-Ray Machine	\$4,500

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the County Director of Purchasing is hereby directed and authorized to enter into a contract with AutoClear, LLC renewing the County's annual x-ray scanner maintenance agreement with AutoClear, LLC and to issue a purchase order to AutoClear, LLC, 2 Gardner Road, Fairfield, NJ 07004 in the amount of THIRTY-ONE THOUSAND FIVE HUNDRED DOLLARS (\$31,500.00) for payment of the one year renewal agreement.

BE IT FURTHER RESOLVED, that any agreement entered into by the County pursuant to the authority granted in this Resolution shall have substantially the same terms as those contained in the agreement which is attached to this Resolution as "Resolution Attachment 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 directed and authorized to prepare and deliver certified copies of this Resolution to the Facilities Manager, Director of Purchasing, Finance Director, and County Auditor.

Respectfully Submitted,
PUBLIC SAFETY COMMITTEE

AGREE

DISAGREE

DAVE FIDUCCIA, CHAIRMAN

DAVE FIDUCCIA, CHAIRMAN

AARON BOOKER

AARON BOOKER

DAN FELLARS

DAN FELLARS

ELI NICOLSI

ELI NICOLSI

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 _____ 2018.

ATTESTED BY:

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

MARGIE M. MULLINS
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

AUTOCLEAR

2 GARDNER ROAD, FAIRFIELD, NEW JERSEY 07004

Tel: 973-276-6000;

Fax: 973-276-6166

ANNUAL MAINTENANCE AGREEMENT

BILLING ADDRESS:

SYSTEM ADDRESS:

Winnebago County
650 West State St
Rockford, IL 61101

GSA ACCOUNT: _____

ATTN: Ann Johns

PHONE: 815-319-4386

<u>MODEL</u>	<u>SERIAL #</u>	<u>AGREEMENT PERIOD</u>	<u>PLAN</u>	<u>PRICE</u>
AC6848	121025P#235MESM	01/28/18 – 01/27/19	PLATINUM	\$4500
AC6848	130122P#08MESM	01/28/18 – 01/27/19	PLATINUM	\$4500
AC6848	130124P#09MESM	01/28/18 – 01/27/19	PLATINUM	\$4500
AC6848	121025P#236MESM	01/28/18 – 01/27/19	PLATINUM	\$4500
AC6848	121107P#253MESM	01/28/18 – 01/27/19	PLATINUM	\$4500
AC6848	121107P#252MESM	01/28/18 – 01/17/19	PLATINUM	\$4500
AC6848	121106P#249MESM	01/28/18 – 01/27/19	PLATINUM	\$4500

TOTAL: \$31,500

THERE ARE 2 PREVENTIVE MAINTENANCE CHECKS WITH RADIATION SURVEY PER YEAR WITH THE PLATINUM LEVEL. TO BE SCHEDULED BY THE ACCOUNT.
PLEASE SIGN BELOW AND RETURN WITH PO OR PAYMENT

CUSTOMER SIGNATURE

POSITION

DATE

ACCEPTED BY AUTOCLEAR _____ DATE: _____

AUTOCLEAR,LLC AGREES TO PROVIDE AND THE CUSTOMER AGREES TO ACCEPT MAINTENANCE AGREEMENT SERVICES ON THE EQUIPMENT LISTED ABOVE TO THE PLAN CHOSEN. THE TERMS & CONDITIONS LISTED SEPARATELY ARE THE SOLE TERMS & CONDITIONS.

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Dave Fiduccia, Chairperson
Submitted by: Public Safety Committee

2018 CR

**Resolution Authorizing the Purchase of Pre-Owned Vehicles
for Animal Services**

WHEREAS, Winnebago County Animal Services recently retired two of their aging animal transport vehicles, due to major mechanical failures, and now require replacements; and

WHEREAS, Section 2-341 of the Winnebago County Code sets forth the guidelines for the purchasing of supplies, materials, equipment, and contractual services, however, the Ordinance does not address used equipment purchases; and

WHEREAS, the Purchasing Department located two heavy duty, low mileage, 2016 Ford Transit Cargo 250 vehicles under factory warranty that meet the required specifications based on the needs of Animal Services; and

WHEREAS, local dealer Kar Korner has agreed to a fair and reasonable price for both vehicles of forty-five thousand dollars (\$45,500); and

WHEREAS, the Public Safety Committee has determined that the funding for the aforementioned purchase shall be as follows:

77000 - 46410

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that a Purchase Order be issued to Kar Korner, 4925 North Second Street, Loves Park, Illinois 61111 in the amount of \$45,000.

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 Animal Services Director, Director of Purchasing, Finance Director, and County Auditor.

Respectfully Submitted,
PUBLIC SAFETY COMMITTEE

AGREE

DISAGREE

DAVE FIDUCCIA, CHAIRMAN

DAVE FIDUCCIA, CHAIRMAN

AARON BOOKER

AARON BOOKER

DAN FELLARS

DAN FELLARS

ELI NICOLosi

ELI NICOLosi

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 _____ 2018.

ATTESTED BY:

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

MARGIE M. MULLINS
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Submitted By: Public Safety Committee

2018 CR

**RESOLUTION DECLARING THAT THE UNLAWFUL DISTRIBUTION
OF PRESCRIPTION CONTROLLED SUBSTANCES HAS CREATED
A PUBLIC NUISANCE AND A SERIOUS PUBLIC HEALTH AND
SAFETY CRISIS FOR THE CITIZENS OF WINNEBAGO COUNTY**

WHEREAS, the County Board of the County of Winnebago, Illinois, is responsible for determining the policy of the County; and

WHEREAS, the County Board has the authority to take action to protect the public health, safety, and welfare of the citizens of Winnebago County; and

WHEREAS, there exists within the County of Winnebago a serious public health and safety crisis involving opioid abuse and addiction, morbidity, and mortality associated with that abuse; and

WHEREAS, the diversion of legally produced controlled substances into the illicit market causes or contributes to the serious public health and safety crisis involving opioid abuse and addiction, morbidity, and mortality associated with that abuse in the County of Winnebago; and

WHEREAS, the violation of any law of Illinois or of the United States of America controlling the distribution of a controlled substance is inimical, harmful, and adverse to the public welfare of the citizens of the County of Winnebago and constitutes a public nuisance; and

WHEREAS, the County Board has the authority to abate, or cause to be abated, any public nuisance including those acts that significantly interfere with the public health, safety, and welfare of the citizens of the County of Winnebago; and

WHEREAS, the County Board has expended, is expending, and will continue to expend in the future County public funds to respond to the serious public health and safety crisis involving opioid abuse and addiction, morbidity, and mortality associated with that abuse in the County of Winnebago; and

WHEREAS, the County Board may sue to obtain any money due the County; and

WHEREAS, the County Board has received information that indicates that the manufacturers, wholesale distributors and other parties in the chain of distribution of controlled substances who have caused or contributed to the public nuisance of controlled substances in the County of Winnebago may have violated Federal laws and regulations that were enacted to prevent the diversion of legally produced controlled substances into the illicit market; and

WHEREAS, the citizens of the County of Winnebago will benefit from the retention of special outside counsel to investigate and pursue, if appropriate, County claims against the manufacturers, wholesale distributors and other parties in the chain of distribution of controlled substances in the County of Winnebago, on a contingent fee basis, wherein there is no attorney fee or reimbursement of litigation expenses if there is no recovery; and

NOW, THEREFORE, BE IT RESOLVED, that the County Board hereby declares that opioid abuse and addiction, morbidity, and mortality associated with that abuse has created a serious public health and safety crisis in the County of Winnebago, Illinois, and is a public nuisance.

BE IT FURTHER RESOLVED, that the County Board of the County of Winnebago, Illinois, hereby agrees with the recommendation of Winnebago County States Attorney that it retain the firm of GOLDENBERG, HELLER & ANTOGNOLI, P.C., 2227 S. State Route 157, Edwardsville, Illinois and such other legal counsel as needed, as Special Assistant State's Attorneys to represent Winnebago County, to investigate and, if appropriate, pursue all civil remedies which may be afforded under law against the manufacturers, wholesale distributors and other parties in the chain of distribution of controlled substances who have caused or contributed to the public nuisance and serious public health and safety crisis involving opioid abuse and addiction, morbidity, and mortality associated with that abuse in Winnebago County, with the compensation therefore on a contingent fee basis, in concert with the contingent fee agreement that is designated as "Authority to Represent", the same of which is identified as Exhibit A and attached hereto and made a part hereof in its entirety.

BE IT FURTHER RESOLVED, that the County Board hereby finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and its Committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with all applicable legal requirements.

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 County Board Chairman, the mayor of the City of Rockford, the Winnebago County Sheriff.

Respectfully submitted,
Public Safety Committee

Dave Fiduccia, Chairman

Aaron Booker

Dan Fellars

Eli Nicolosi

Dorothy Redd

Fred Wescott

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois, this _____ day of _____, 2018.

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

Attested by:

Margie M. Mullins
Clerk of the County Board
of the County of Winnebago, Illinois

Exhibit A

AUTHORITY TO REPRESENT

RE: COUNTY OF WINNEBAGO, ILLINOIS civil suit against those legally responsible for the wrongful distribution of prescription opiates and damages caused thereby.

The COUNTY OF WINNEBAGO (hereinafter “CLIENT”) hereby retains the law firm GOLDENBERG, HELLER & ANTOGNOLI, P.C., (hereinafter generally referred to as “COUNSEL” as special counsel, pursuant to the Illinois Rules of Professional Responsibility, on a contingent fee basis, to pursue all civil remedies against those in the manufacturing and in the chain of distribution of prescription opiates responsible for the opioid epidemic which is plaguing the County of Winnebago, Illinois including, but not limited to, filing a claim for public nuisance to abate the damages caused thereby. CLIENT authorizes COUNSEL to employ and/or associate additional counsel, with consent of CLIENT, to assist COUNSEL in the just prosecution of the case. CLIENT consents to the participation of the following firms:

GOLDENBERG HELLER & ANTOGNOLI, P.C.
2227 S. State Route 157
Edwardsville, Illinois

CATES MAHONEY, LLC
216 W. Pointe Dr.
Swansea, IL

HOLLAND LAW FIRM
300 N. Tucker Blvd
St. Louis, MO

GREENE, KETCHUM, FARRELL, BAILEY & TWEEL, LLP
419 11th Street
Huntington, West Virginia

LEVIN, PAPANTONIO, THOMAS, MITCHELL, RAFFERTY & PROCTOR, PA
316 South Baylen Street
Pensacola, Florida

BARON & BUDD, PC
3102 Oak Lawn Avenue #1100
Dallas, Texas

HILL PETERSON CARPER BEE & DEITZLER PLLC
500 Tracy Way
Charleston, West Virginia
MCHUGH FULLER LAW GROUP

97 Elias Whiddon Rd
Hattiesburg, Mississippi

In consideration, CLIENT agrees to pay “Attorneys’ fees” of one-third (30%) of gross settlement proceeds or thirty percent (30%) of the gross judgment proceeds. Should an appeal be necessary and the CLIENT prevails on the appeal, then “Attorneys’ fees” shall be 30% of any of the gross judgment proceeds, or compensation as otherwise allowed by a court of law. The gross proceeds shall be calculated on the amount obtained before the deduction of costs and expenses. CLIENT grants Attorneys an interest in a fee based on the gross recovery. If a court awards attorneys’ fees, Attorneys shall receive the “greater of” the gross recovery-based contingent fee or the attorneys’ fees awarded. **There is no fee if there is no recovery.**

GOLDENBERG HELLER & ANTOGNOLI, P.C. and the other law firms, hereinafter referred to as the “Attorneys,” agree to advance all necessary litigation expenses necessary to prosecute these claims. All such litigation expenses, including the reasonable internal costs of electronically stored information (ESI) and electronic discovery generally or the direct costs incurred from any outside contractor for those services, will be deducted from any recovery after the contingent fee is calculated. **There is no reimbursement of litigation expenses if there is no recovery.**

The CLIENT acknowledges this fee is reasonable given the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly, the likelihood this employment will preclude other employment by the Attorneys, the fee customarily charged in the locality for similar legal services, the anticipated (contingent) litigation expenses and the anticipated results obtained, the experience, reputation, and ability of the lawyer or lawyers performing the services and the fact that the fee is contingent upon a successful recovery.

This litigation is intended to address a significant problem in the community. The litigation focuses on the manufacturers and wholesale distributors and other responsible parties and their role in the diversion of millions of prescription opiates into the illicit market which has resulted in opioid addiction, abuse, morbidity and mortality. There is no easy solution and no precedent for such an action against this sector of the industry. Many of the facts of the case are locked behind closed doors. The billion dollar industry denies liability. The litigation will be very expensive and the litigation expenses will be advanced by the Attorneys with reimbursement contingent upon a successful recovery. The outcome is uncertain, as is all civil litigation, with compensation contingent upon a successful recovery. Consequently, there must be a clear understanding between the CLIENT and the Attorneys regarding the definition of a “successful recovery.”

The Attorneys intend to present a damage model designed to abate the public health and safety crisis, and injunctive relief to implement systemic changes that are necessary to avert the likelihood of further harm and injury caused by the defendants. This damage model may take the form of money damages or equitable remedies (e.g., abatement fund). The purpose of the lawsuit is to seek reimbursement of the costs incurred in the past fighting the opioid epidemic and/or recover the funds necessary to abate the health and safety crisis caused by the unlawful conduct of the wholesale distributors. The CLIENT agrees to compensate the Attorneys, contingent upon prevailing whether it takes the form of monetary damages or equitable relief. For instance, if the

remedy is in the form of monetary damages, CLIENT agrees to pay the Attorneys' fees as set forth above of the gross amount to Attorneys as compensation and then reimburse the reasonable litigation expenses. If the remedy is in the form of equitable relief (e.g., abatement fund), CLIENT agrees to pay the Attorneys' fees, as set forth above, out of the gross value of the equitable relief to the Attorneys as compensation and then reimburse the reasonable litigation expenses. To be clear, Attorneys shall not be paid nor receive reimbursement from public funds. However, any judgment arising from successful prosecution of the case, or any consideration arising from a settlement of the matter, whether monetary or equitable, shall not be considered public funds for purposes of calculating the contingent fee. Under no circumstances shall the CLIENT be obligated to pay any Attorneys fee or any litigation expenses except from moneys expended by defendant(s) pursuant to the resolution of the CLIENT's claims. If the defendant(s) expend their own resources to abate the public health and safety crisis in exchange for a release of liability, then the Attorneys will be paid the designated contingent fee from the resources expended by the defendant(s). CLIENT acknowledges this is a necessary condition required by the Attorneys to dedicate their time and invest their resources on a contingent basis to this enormous project. If the defendant(s) negotiate a release of liability, then the Attorneys should be compensated based upon the consideration offered to induce the dismissal of the lawsuit.

The division of fees, expenses and labor between the Attorneys will be decided by private agreement between the law firms and subject to approval by the CLIENT. Any division of fees will be governed by the Illinois Rules of Professional Conduct including: (1) the division of fees is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation and agrees to be available for consultation with the CLIENT; (2) the CLIENT has given *written* consent after full disclosure of the identity of each lawyer, that the fees will be divided, and that the division of fees will be in proportion to the services to be performed by each lawyer or that each lawyer will assume joint responsibility for the representation; (3) except where court approval of the fee division is obtained, the *written* closing statement in a case involving a contingent fee shall be signed by the CLIENT and each lawyer and shall comply with the terms of Rule 1.5 (c) of the Illinois Rules of Professional Conduct; and (4) the total fee is *reasonable*.

COUNSEL shall keep the CLIENT reasonably informed, at least monthly, about the status of the matter in a manner deemed appropriate by the CLIENT. The CLIENT at all times shall retain the authority to decide the disposition of the case and maintain absolute control of the litigation.

Upon conclusion of this matter, COUNSEL shall provide the CLIENT with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination. The closing statement shall specify the manner in which the compensation was determined under the agreement, any costs and expenses deducted by the lawyer from the judgment or settlement involved, and, if applicable, the actual division of the lawyers' fees with a lawyer not in the same firm. The closing statement shall be signed by the CLIENT and each attorney among whom the fee is being divided.

CLIENT understands that it may, through its offices and branches of working government, have to produce documents, either to demonstrate the CLIENT 's ability to be an adequate plaintiff, or to support the CLIENT's claims. In addition to the production of documents, this may include assisting with answering written discovery, having employees' depositions taken, giving

oral testimony and/or appearing at trial. The Attorneys understand and appreciate that the CLIENT may object to an opposing party's unchecked access to its government information and the Attorneys will vigorously oppose the production of any irrelevant, unrelated information and seek protective orders that limit any defendant's access to any information that contains confidential information (including attorney-client communications); BUT, there is no guarantee, as the production of information is left to the sound discretion of the court.

This Authority to Represent is between a unit of government and attorneys in private practice. As such, the CLIENT acknowledges that information from the CLIENT to its Attorneys, and vice versa, should not be produced in response to FOIA requests or discussed at public meetings because it is covered by the attorney-client privilege and is an exception under the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.). CLIENT may request its Attorneys to assist in responding to FOIA requests regarding communications that are considered privileged.

Nothing in this Agreement and nothing in the Attorneys' statement to the CLIENT may be construed as a promise or guarantee about the outcome of this matter. The Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of this matter are expressions of opinion only and the Attorneys make no guarantee as to the outcome of any litigation, settlement or trial proceedings.

The undersigned represents that he is authorized as the State's Attorney of the County of Winnebago to enter into the above agreement and agrees to the express terms and conditions as set forth in this Authority to Represent.

SIGNED, this _____ day of _____, 2018.

Winnebago County State's Attorney

Joseph P. Bruscato

Accepted:

GOLDENBERG HELLER & ANTOGNOLI, P.C.
2227 S. STATE ROUTE 157
EDWARDSVILLE, ILLINOIS 62025

By _____
Ann Callis
Counsel

Date

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Submitted by: Finance Committee
Sponsored by: Ted Biondo, Committee Chairman

2018-CR

**RESOLUTION AUTHORIZING EXECUTION OF A COLLECTIVE
BARGAINING AGREEMENT WITH THE ILLINOIS FRATERNAL
ORDER OF POLICE LABOR COUNCIL REPRESENTING DEPUTIES
IN THE OFFICE OF THE WINNEBAGO COUNTY SHERIFF**

WHEREAS, the County of Winnebago and the Winnebago County Sheriff have a Collective Bargaining Agreement with Illinois Fraternal Order of Police Labor Council which represents the Deputies in the office of the Winnebago County Sheriff; and

WHEREAS, the previous Collective Bargaining Agreement with Illinois Fraternal Order of Police Labor Council expired on September 30, 2016; and

WHEREAS, Illinois Fraternal Order of Police Labor Council and the representatives of the County and of the Sheriff have been bargaining a successor Collective Bargaining Agreement to replace the expired agreement; and,

WHEREAS, Illinois Fraternal Order of Police Labor Council and the bargaining team for the County and the Sheriff have tentatively agreed to a successor Collective Bargaining Agreement subject to the approval of the County Board; and,

WHEREAS, the Finance Committee of the County Board for the County of Winnebago, Illinois, has reviewed the terms of the proposed Collective Bargaining Agreement; and

WHEREAS, the Finance Committee recommends that the full County Board accept and approve the terms of the Collective Bargaining Agreement between Illinois Fraternal Order of Police Labor Council and the County of Winnebago and the Winnebago County Sheriff as summarized in the attachment to this Resolution.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Collective Bargaining Agreement between Illinois Fraternal Order of Police Labor Council and the County of Winnebago and the Winnebago County Sheriff be approved and that the Chairman of the County Board of Winnebago County and the Winnebago

County Sheriff execute any documents necessary for implementation of said Collective Bargaining Agreement.

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 Winnebago County Administrator, the Winnebago County Sheriff, and the Illinois Fraternal Order of Police Labor Council.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

Ted Biondo, Chairman

Ted Biondo, Chairman

Gary Jury

Gary Jury

Joe Hoffman

Joe Hoffman

Burt Gerl

Burt Gerl

Dave Boomer

Dave Boomer

Steve Schultz

Steve Schultz

Jaime Salgado

Jaime Salgado

Keith McDonald

Keith McDonald

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois, this ____ day of _____, 2018.

Attested by:

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

Margie M. Mullins
Clerk of the County Board
of the County of Winnebago, Illinois

Illinois Fraternal Order of Police Labor Council and Winnebago County and
Winnebago County Sheriff Deputies Unit
(Successor Collective Bargaining Agreement)

TENTATIVE AGREEMENT

December 12, 2017

1. **SECTION 6.3** **NORMAL WORKDAY AND WORK PERIOD**

The normal workday and work period for bargaining unit employees who are not assigned to Civil Process, Special Operations, Canine Unit, DARE, School Resource Officer, Forest Preserve District Section, Auto Theft Taskforce, Metro Narcotics, Juvenile Assessment Center, Crime Scene Section, Community Services, Warrant Section, TAC Team, Courthouse Security, or the Detective Division, shall be as follows:

- (a) **Normal Work Day:** [NO CHANGE]
- (b) **Shift Assignments:** Each year all of the slots per shift and platoon will be available to be bid upon by bargaining unit employees who have been released from Field Training. The list of slots per shift and platoon, along with the qualifications, will be posted on or before ~~September~~ October 1st of each year. Beginning on ~~September~~ October 1st and continuing throughout the month through and including ~~September 30th~~ October 31st, employees may bid on the posted slots ~~in writing~~. Assignment to the slots will be based upon seniority for the slot for which he she bid. Assignments will become effective on or before the first day of the payroll commencing after January 1st of each successive year.
- (c) **Other Assignments:** The Employers reserve the right to assign employees to the front desk, special operations, Juvenile Assessment Center, Courthouse Security, and the Forest Preserve District Division. The Employers shall post a schedule on or before September 1st of each year for these assignments. Employees assigned to these assignments may bid for the slots on the schedule, in writing, beginning on September 1st, and continuing through the month to and including September 30th. Shift assignments shall be made based upon seniority from among those who have made bids in writing.
- (d) **Current Schedules:** Employees assigned to the detective division, crime scene section, community policing unit, civil process, auto theft task force, metro narcotics, community services, TAC team, and warrant section and juvenile assessment center shall work according to the schedules utilized at the time of the execution of this Agreement. Employees assigned to the Forest Preserve District Division shall work 12 hours per day on the rotating schedule set forth in Section 6.3(a) above. Such

employees shall also bid for shifts among themselves unless the entire unit agrees to rotate shifts.

Employees assigned to DARE, School Resource Officer shall work schedules according to the practice at the time of execution of this Agreement for that period of time schools to which they are assigned are in session. When the schools are not in session, employees assigned to DARE, School Resource Officer may be assigned to other duties, and their schedules shall be adjusted to correspond with the schedules of the units to which they are assigned.

2. SECTION 11.4 VACATION SCHEDULING

The maximum number of officers to be scheduled for vacation at one time will be at the discretion of the Employer considering seasonal operations, desired level of staffing and other level of service related matters. Between ~~January~~ November 1st 15th and ~~January 31st~~ December 15th of each calendar year, the Employer(s) shall post a vacation scheduling request sign up sheet in each Division. Each employee shall have the opportunity to designate up to two consecutive weeks of accumulated vacation time he/she wishes to take. Seniority within the Division will govern in the event of conflicting requests. After ~~January 31st~~ December 15th, vacation requests will be considered by the Employer(s) on a first come, first served basis. In the event of an emergency, the Employer reserves the right to cancel scheduled vacation time and require the officer to work. In such emergency situations, the officer's vacation will be rescheduled with the approval of the Employer at a time desired by the officer, work schedules permitting. In the event of an Employer initiated cancellation, the Employer shall, upon the submission of proper written documentation, reimburse the officer for any out of pocket expenses incurred by reason of said cancellation.

Provided, however, a minimum of three (3) employees per shift shall be permitted to take vacation leave and/or compensatory time off on any given day under any circumstances, except on New Year's Eve Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and their associated weekends (Friday, Saturday and Sunday) on which the minimum shall be two (2). However, the third person off on a regular day or the second person off on the listed holidays must take vacation leave or compensatory time and that person must give a minimum of 48 hours notice. A minimum of two (2) employees from Machesney Park per shift per day shall be permitted to take vacation leave and/or compensatory time off on any given day under any circumstances, except on New Year's Eve Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and their associated weekends (Friday, Saturday and Sunday) on which the minimum shall be one (1). However, the second person off on a regular day must take vacation leave or compensatory time and that person must give a minimum of 48 hours notice. A minimum of one (1) employee from the Forest Preserve District per shift per day shall be permitted to take vacation leave or compensatory time off on any given day under any circumstances. The foregoing shall not preclude additional officers from being granted vacation leave and/or compensatory time off where staffing permits.

3. **SECTION 12.3 DAYS EARNED**

Employees shall earn one (1) 8.4 hour day of sick leave for each month of service to a maximum of 240 days. Sick leave cannot be taken before it is actually earned. Employees will earn sick leave hours on the first day of each month.

4. **SECTION 17.1 WAGE SCHEDULE**

1. Effective October 1, 2016, all employees shall receive a 2.5% increase in their regular hourly rate of pay.
2. Effective October 1, 2017, all employees shall receive a 2% increase in their regular hourly rate of pay.
3. Effective October 1, 2018, all employees shall receive a 2% increase in their regular hourly rate of pay.
4. The employees covered by this Agreement shall be compensated in accordance with the wage schedule attached to this Agreement as Appendix B.

5. **SECTION 19.1 INSURANCE COVERAGE**

The Employer shall, for the life of this Agreement, continue in effect the basic level of coverage to full-time employees and eligible part-time employees per Patient Protection and Affordable Care Act (PPACA) guidelines now provided by the Employer for hospital, and major medical insurance, and dental insurance for full-time employees. Except as provided in Section 19.2 below, the Employer retains the right to change to or from a self-insurance program and/or to change coverages as long as the basic level of benefits to the employee remains substantially the same.

In order to be eligible to receive insurance benefits pursuant to the provisions of this Section 19, employees and their dependents, which includes spouses as defined under Illinois law, must apply within the first ninety (90) days of employment, during the annual open enrollment or within thirty (30) days of a qualifying event, whichever is applicable.

The age qualifier for dependent children will follow applicable State and Federal laws.

Part-time employees are eligible for health insurance coverage per PPACA guidelines, but are not eligible for dental or life insurance coverage.

The parties to this Agreement acknowledge that during its term, changes of permissible health care benefits under federal law are likely to occur. During the time this Agreement is in place, should changes in federal law make any health care benefit(s) provided in Article 19 impermissible under federal law, the parties agree, upon written notice of one party to the other, to set a meeting within thirty (30) days of the notice, in

order to negotiate changes to the Agreement to address the impermissible benefit(s). Those newly negotiated changes shall be binding on the parties for the remainder of this Agreement.

6. **SECTION 19.3 COSTS FOR FULL-TIME EMPLOYEES** *[REPLACED IN ITS ENTIRETY]*

The employee shall pay for the cost of health and dental coverage according to the following schedule, the remainder shall be paid by the Employer:

Employee Annual Costs

Effective 10/1/16 the bargaining unit members shall pay fifteen percent (15%) of the cost of individual and family plan up to a maximum amount of thirteen hundred and fifty dollars (\$1,350) annually for single coverage and thirty-five hundred dollars (\$3,500) annually for family coverage.

Effective 1/1/17 the bargaining unit members shall pay fifteen percent (15%) of the cost of individual and family plan up to a maximum amount of thirteen hundred and fifty dollars (\$1,350) annually for single coverage and thirty-five hundred dollars (\$3,500) annually for family coverage.

Effective 1/1/18 the bargaining unit members shall pay fifteen percent (15%) of the cost of individual and family plan up to a maximum amount of one thousand seven hundred dollars (\$1,700) annually for single coverage and four thousand three hundred seventy-five dollars (\$4,375) annually for family coverage.

Effective 1/1/19 the bargaining unit members shall pay fifteen percent (15%) of the cost of individual and family plan up to a maximum amount of one thousand seven hundred dollars (\$1,700) annually for single coverage and four thousand three hundred seventy-five dollars (\$4,375) annually for family coverage.

Employees who elect to participate in the Employee Wellness Program in 2019 and complete the three (3) requirements for participation in the Wellness Program will receive a yearly rebate totaling \$250 for single coverage and \$600 for family coverage, which will be broken down into equal reductions in the premium amount deducted from the employee's paycheck each pay period in 2019. Employees who elect to participate in the Employee Wellness Program in 2019, complete the three (3) requirements, and complete nine (9) additional wellness activities as designated by the Employer will receive an additional yearly rebate beginning on April 1, 2019, totaling \$100 if the Employee completes the requirements and \$200 if the Employee and a covered spouse complete the requirements.

Premiums paid by the individual employee under this Section shall be deducted from the employee's paycheck.

Any employee that elects either individual or dependent health and dental insurance coverage shall enroll in the insurance premium only portion of the Section 125 Plan provided by the Employer(s); provided, however, should an employee demonstrate to the Employer(s) that his/her participation in the Section 125 Plan will have an adverse impact on his/her Social Security earnings or pension through the Illinois Municipal Retirement Fund, his/her participation in the Section 125 Plan may be waived.

Deductibles, out of pockets and co-pays for medical services other than prescription drugs shall be as follows throughout this Agreement:

FOR PPO PLANS:

Effective 10/1/16

For Single coverage:	\$600
For Dependent coverage:	\$600 per person with a Maximum of \$1200 per family
Maximum Out-of-Pocket:	\$1100 Single Coverage \$3300 Family Coverage

Effective 1/1/18

For Single coverage:	\$700
For Dependent coverage:	\$ 700 per person with a Maximum of \$1400 per family
Maximum Out-of-Pocket:	\$1250 Single Coverage \$3350 Family Coverage

Effective 1/1/19

For Single coverage:	\$700
For Dependent coverage:	\$700 per person with a Maximum of \$1400 per family
Maximum Out-of-Pocket:	\$1250 Single Coverage \$3350 Family Coverage

FOR CO-PAYMENT PLANS

HMO PLANS:

Effective 10/1/16

Deductible:	\$0
Co-Payments:	
Primary Care Visit	\$20
Specialist Care Visit	\$25
Maximum Out-of-Pocket:	\$1650 Single Coverage \$3300 Family Coverage

POS (CO-PAYMENT) PLANS:

Effective 1/1/18

For Single coverage:	\$250
For Dependent coverage:	\$250 per person with a Maximum of \$500 per family
Co-Payments:	
Primary Care Visit	\$20
Specialist Care Visit	\$25
Maximum Out-of-Pocket:	\$1650 Single Coverage \$3300 Family Coverage

Effective 1/1/19

For Single coverage:	\$250
For Dependent coverage:	\$250 per person with a Maximum of \$500 per family
Co-Payments:	
Primary Care Visit	\$20
Specialist Care Visit	\$25
Maximum Out-of-Pocket:	\$1650 Single Coverage \$3300 Family Coverage

DENTAL BENEFITS

Effective 1/1/16 thru 12/31/17

Deductible for single coverage:	\$25
Deductible for family coverage:	\$75
Maximum benefits per calendar year:	\$1200

Effective 1/1/18

Deductible for single coverage:	\$50
Deductible for family coverage:	\$150
Maximum benefits per calendar year:	\$2000

Effective 1/1/19

Deductible for single coverage:	\$50
Deductible for family coverage:	\$150
Maximum benefits per calendar year:	\$2000

PRESCRIPTION DRUGS

Effective 10/1/16

Generic drugs:	\$17 or best daily price
Non-formulary & formulary drugs:	\$21 plus 20%
Wellness non-formulary & formulary drugs:	\$17 plus 20%
Maximum Out-of-Pocket:	\$2000 Single Coverage \$4000 Family Coverage

Effective 1/1/17

Generic drugs:	\$17 or best daily price
Non-formulary & formulary drugs:	\$21 plus 20%
Wellness non-formulary & formulary drugs:	\$17 plus 20%
Maximum Out-of-Pocket:	\$2000 Single Coverage \$4000 Family Coverage

Effective 1/1/18

Generic drugs:	\$17 or best daily price
Preferred brand drugs:	\$21 plus 20%
Non-preferred brand drugs:	\$23 plus 30%
Maximum Out-of-Pocket:	\$2000 Single Coverage \$4000 Family Coverage

Effective 1/1/19

Generic drugs:	\$17 or best daily price
Preferred brand drugs:	\$21 plus 20%
Non-preferred brand drugs:	\$23 plus 30%
Maximum Out-of-Pocket:	\$2250 Single Coverage \$4500 Family Coverage

Mail order prescriptions will be available in 90 day increments. The co-pay for the mail order prescriptions will be two (2) times the cost of the co-pay for each category of the medications as outlined above. Employees will also have the option of picking up 90 day supplies of prescription drugs at a local pharmacy selected by the Employer at a cost of three (3) times the cost of the co-pay for each category of the medications as outlined above. The maximum out-of-pocket per calendar year are over and above the co-pays for prescription drugs per employee or dependent.

7. **SECTION 19.4 HMO's CO-PAYMENT PLANS**

From 10/1/16 to 12/31/17, in accordance with the provisions of federal law and regulations thereunder, if applicable, the Employer(s) shall make available the option of membership in a qualified health maintenance organization to employees and their eligible dependents who reside in the service areas of qualified HMO's. Effective 1/1/18, the Employer(s) shall make available the option of a Point of Service (co-payment) plan to employees and their eligible dependents.

The Employer(s) shall make information concerning ~~HMO's~~ these plans available to each employee and establish an enrollment period at least once each year.

Employee annual costs are ~~the same as~~ those set forth in section 19.3 for health and dental coverage.

8. **SECTION 19.6 NO SMOKING PREMIUM REDUCTION**

Any employee who signs a written agreement not to smoke during the term of his/her employment with the Employer(s) shall receive a five percent (5%) reduction in the cost of the applicable health and dental insurance premium paid by that employee. This benefit shall terminate on December 31, 2018, if and when the Wellness Program is implemented.

9. **SECTION 19.7 HEALTH RISK APPRAISAL PROGRAM**

During the term of this Agreement, an employee may, at his or her option, elect to participate in the Health Risk Appraisal Program for employees while it is administered by the County ~~Health Department~~ Wellness Center. An employee's participation in such Health Risk Appraisal Program shall be without cost to the individual employee.

10. **ARTICLE 32 DURATION AND TERM OF AGREEMENT**

This Agreement shall be effective as of the first day of October, ~~2013~~ 2016 and shall remain in full force and effect until 11:59 p.m. on the 30th day of September, ~~2016~~ 2019. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify the Agreement. In the event such a notice is given, negotiations shall begin no later than seventy-five (75) days prior to the anniversary date.

Notwithstanding any provision of this Article or this Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new Agreement is reached.

11. APPENDIX B. WAGE SCHEDULES [all new]

EFFECTIVE OCTOBER 1, 2016

MERITED

<u>DEPUTY</u>	<u>ENTRY</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
Hourly	\$25.2551	\$25.8519	\$27.1483	\$28.5019	\$29.9266	\$31.8443	\$32.9923
Annually	\$55,309	\$56,616	\$59,455	\$62,419	\$65,540	\$69,739	\$72,253

SENIOR DEPUTY

At 10 Years	
Hourly	\$34.6424
Annual	\$75,867

At 15 Years	
Hourly	\$35.9082
Annual	\$78,639

At 20 Years	
Hourly	\$36.1567
Annual	\$79,183

DETECTIVE

	<u>A</u>	<u>B</u>	<u>C</u>
Hourly	\$35.7777	\$37.5666	\$39.4437
Annual	\$78,353	\$82,271	\$86,382

Annualized figures are provided for illustration purposes only based on 2,190 hours worked per year. Employees are not guaranteed an annual salary.

NOTE: LONGEVITY IS NOT INCLUDED IN THE ABOVE HOURLY RATES.

EFFECTIVE OCTOBER 1, 2017

MERITED

<u>DEPUTY</u>	<u>ENTRY</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
Hourly	\$25.7602	\$26.3689	\$27.6913	\$29.0719	\$30.5251	\$32.4812	\$33.6521
Annually	\$56,415	\$57,748	\$60,644	\$63,668	\$66,850	\$71,134	\$73,698

SENIOR DEPUTY

At 10 Years	
Hourly	\$35.3352
Annual	\$77,384

At 15 Years	
Hourly	\$36.6264
Annual	\$80,212

At 20 Years	
Hourly	\$36.8798
Annual	\$80,767

DETECTIVE**A****B****C**

Hourly	\$36.4933	\$38.3179	\$40.2326
Annual	\$79,920	\$83,916	\$88,109

Annualized figures are provided for illustration purposes only based on 2,190 hours worked per year. Employees are not guaranteed an annual salary.

NOTE: LONGEVITY IS NOT INCLUDED IN THE ABOVE HOURLY RATES.

EFFECTIVE OCTOBER 1, 2018**MERITED****DEPUTY****ENTRY****A****B****C****D****E****F**

Hourly	\$26.2754	\$26.8963	\$28.2451	\$29.6533	\$31.1356	\$33.1308	\$34.3251
Annually	\$57,543	\$58,903	\$61,857	\$64,941	\$68,187	\$72,557	\$75,172

SENIOR DEPUTY

At 10 Years	
Hourly	\$36.0419
Annual	\$78,932

At 15 Years	
Hourly	\$37.3589
Annual	\$81,816

At 20 Years	
Hourly	\$37.6174
Annual	\$82,382

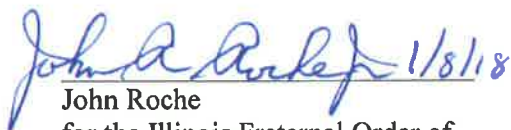
DETECTIVE

	<u>A</u>	<u>B</u>	<u>C</u>
Hourly	\$37.2232	\$39.0843	\$41.0373
Annual	\$81,519	\$85,595	\$89,872

Annualized figures are provided for illustration purposes only based on 2,190 hours worked per year. Employees are not guaranteed an annual salary.

NOTE: LONGEVITY IS NOT INCLUDED IN THE ABOVE HOURLY RATES.

The Union, the Illinois Fraternal Order of Police Labor Council, and the Employer, the County of Winnebago and the Winnebago County Sheriff, have reached a tentative agreement as to the foregoing provisions this 12th day of December, 2017.



John Roche
for the Illinois Fraternal Order of
Police Labor Council



David Kurlinkus
for the County of Winnebago and
the Winnebago County Sheriff

Tentative Agreement

Wages:

10/1/16 - 2.5%

10/1/17 - 2.0%

10/1/18 - 2.0%

Retrospective on all hours compensated
to 10/1/16

TA
DJK
12/12/17

Effective 1/1/18 insurance caps increased to:
\$1700 - single
\$4375 - family

TA
Jaf
12/12/17

Other issues withdrawn by the parties
to be detailed in further correspondence.
Other issues tentatively agreed to to be
memorialized in writing.

Illinois Fraternal Order of Police Labor Council and Winnebago County and
Winnebago County Sheriff Deputies Unit
(Successor Collective Bargaining Agreement)

TENTATIVE AGREEMENT

February 22, 2017

1. SECTION 6.3 NORMAL WORKDAY AND WORK PERIOD

The normal workday and work period for bargaining unit employees who are not assigned to Civil Process, Special Operations, Canine Unit, DARE, School Resource Officer, Forest Preserve District Section, Auto Theft Taskforce, Metro Narcotics, Juvenile Assessment Center, Crime Scene Section, Community Services, Warrant Section, TAC Team, or the Detective Division, shall be as follows:

(a) Normal Work Day: [no change]

(b) Shift Assignments: Each year all of the slots per shift and platoon will be available to be bid upon by bargaining unit employees who have been released from Field Training. The list of slots per shift and platoon, along with the qualifications, will be posted on or before ~~September~~ October 1st of each year. Beginning on ~~September~~ October 1st and continuing throughout the month through and including ~~September~~ October 30th October 31st, employees may bid on the posted slots ~~in writing~~. Assignment to the slots will be based upon seniority for the slot for which he she bid. Assignments will become effective on or before the first day of the payroll commencing after January 1st of each successive year.

(c) Other Assignments: [no change]

(d) Current Schedules: Employees assigned to the detective division, crime scene section, community policing unit, civil process, auto theft task force, metro narcotics, community services, TAC team, and warrant section and juvenile assessment center shall work according to the schedules utilized at the time of the execution of this Agreement. Employees assigned to the Forest Preserve District Division shall work 12 hours per day on the rotating schedule set forth in Section 6.3(a) above. Such employees shall also bid for shifts among themselves unless the entire unit agrees to rotate shifts.

Employees assigned to DARE, School Resource Officer shall work schedules according to the practice at the time of execution of this Agreement for that period of time schools to which they are assigned are in session. When the schools are not in session, employees assigned to DARE, School Resource Officer may be assigned to other duties, and their schedules shall be adjusted to correspond with the schedules of the units to which they are assigned.

2. **SECTION 6.9 TRAINING TIME**

Time spent by an employee in training shall be compensated in accordance with Section 6.5. Employees shall be compensated for a minimum of four (4) hours or actual time spent in training, whichever is greater.

Every employee will be required to attend an annual retraining session, which is 24 training hours. For the annual retraining session, the Employer(s) reserves the right to adjust shift schedules to avoid overtime consequences, subject to the requirements of Section 6.4. For employees working 12-hour shifts, the annual retraining sessions will take place on the Tuesday-Wednesday-Thursday of their selected 24-hour work week. Therefore, instead of working the Wednesday-Thursday 12-hours shifts, their schedules will be adjusted so that they attend training Tuesday-Wednesday-Thursday for eight (8) hours each day. All other employees will attend the annual retraining session as a part of their normal work week (attend training Tuesday-Wednesday-Thursday instead of their normal duties during those days on the selected week).

Any training time above and beyond the 24-hour annual retraining session that occurs outside of an employee's normal shift schedule will be paid in accordance with Section 6.5. For training sessions associated with specialty units (i.e. SWAT Team) in excess of two (2) days, the Employer(s) reserve the right to adjust shift schedules to avoid overtime consequences, subject to the requirements of Section 6.4.

Upon completion of the shift bidding process as provided in Section 6.3(b), the Employer(s) will establish the annual retraining schedule for the following year. Employees will be able to select the week they desire to attend the annual retraining session, according to seniority and available space in that respective week's training session. Due to scheduling adjustments and minimum staffing requirements, the Employer(s) can only allow a certain number of employees away from their regular shift assignments at any given time. Once all requests are submitted and the annual retraining schedule is complete, it will be posted by the Employer(s). The annual retraining session is mandatory and employees must attend on their scheduled time. If exigent circumstances arise and the employee is unable to attend during their scheduled time, the employee shall notify the Employer(s) immediately and the Employer(s) will reassign the employee to a different week.

The Employer(s) shall not adjust an employee's regular shift schedule in order to avoid overtime consequences as a result of an employee's attendance at a training session of two (2) days or less in duration. For training sessions in excess of two (2) days, the Employer(s) reserve the right to adjust shift schedules to avoid overtime consequences, subject to the requirements of Section 6.4.

~~Each employee working the 12 hour shift will be required to attend up to 40 hours of training per year. The Employer agrees to pay the first 20 hours at straight time. The remaining 20 hours will be paid at straight time or the officer will be schedules to attend~~

during their normal working hours. This is to address platoon training days which are scheduled during an employee's normal day off.

3. **SECTION 9.1 HOLIDAYS**

The following are paid holidays for eligible employees:

New Years Day	Labor Day
Martin Luther Kings Birthday	Columbus Day
Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day (2)
Independence Day	Christmas Day (2)

~~In addition to these holidays, each employee shall be entitled to one personal leave day after six (6) months of employment. Employees shall accrue this personal day as of January 1st of each year. The personal leave day may not be carried over from year to year.~~

4. **SECTION 11.1 ELIGIBLE FOR ALLOWANCES**

Every employee shall be eligible for paid vacation time after the completion of one (1) year's service with the Employer. Employees shall start to earn vacation allowances as of their date of hire as employees covered by this Agreement. Employees may not use vacation time until it is earned. Employees will earn vacation hours on the first day of each month.

Vacation hours eligible to be used each year shall be based on the following continuous years of service:

1 year through and including the 7 th year.	84 work hours
8 years through and including the 15 th year.	126 work hours
16 years through and including the 25 th year.	168 work hours
26 th year and above.	210 work hours

5. SECTION 12.5 MEDICAL EXAMINATION

The Employer may request, prior to payment of sick leave, evidence which may be in the form of written medical certification of illness if reasonable grounds exist to suspect abuse, or if the absence has ~~totaled~~ exceeded three (3) consecutive work days.

6. SECTION 12.8 SICK LEAVE CONVERSION

Sick leave accumulation may be converted to pension service credit in accordance with Illinois Municipal Retirement Fund regulations. Sick leave accumulation shall not be converted into any other form of compensation except as provided below. Accrued, unused sick leave will be forfeited at time of termination or retirement except as provided herein.

Employees may earn a maximum of two (2) personal days per year to be converted from accrued sick days. One sick day may be converted to one personal day for each twelve (12) sick days accrued as of the employee's anniversary date up to a maximum of two (2) days converted for twenty-four (24) sick days accrued. These personal days may not be carried over from year to year. If the employee fails to use any personal days, the unused personal days shall revert to sick days upon the employee's anniversary date.

7. SECTION 12.9 PERSONAL LEAVE DAYS

Each full-time employee shall be entitled to one personal leave day after six (6) months of employment. Employees shall accrue this personal day as of January 1st of each year. This personal leave day cannot be carried over from year to year.

Each employee may earn a maximum of an additional two (2) personal leave days based on accrued sick days. One personal day may be earned for each twelve (12) sick days accrued as of the employee's anniversary date up to a maximum of two days for twenty-four (24) sick days accrued. These personal days may not be carried from year to year. In no case will an employee be entitled to "cash out" the personal leave day or in any way to convert the day to money for the employee.

An employee will be compensated for personal leave days the same number of hours that the employee would have been compensated had the employee worked his or her normally scheduled hours.

8. SECTION 13.5 BEREAVEMENT LEAVE

In the event if death in the immediate family (employee's parent, spouse (as defined or recognized under Illinois law for purposes of marriage), child, step-child, sibling, step-parent, mother or father-in-law, brother or sister-in-law, grandparent and grandchild), such employee, upon request will be excused with pay for up to three (3)

consecutive calendar days for the purpose of attending the funeral and other related matters. In the event of a death in the employee's extended family (i.e. beyond those listed above), an employee may utilize two (2) days of accumulated vacation leave, compensatory time or leave without pay unless such absence would unduly interfere with the operational needs of the Employer. If the Employer has reason to suspect abuse, the Employer may require satisfactory evidence of the need for such absence.

9. SECTION 13.9 FAMILY AND MEDICAL LEAVE ACT

- (a) [no change]
- (b) [no change]
- (c) [no change]
- (d) Before going on unpaid leave status under the provisions of this Section for the birth, adoption, or foster care of a child, an employee is required to use all accrued unused vacation ~~or compensatory~~ time. Before going on unpaid leave status under this section for the serious health condition of a family member requiring inpatient care or continuous treatment, an employee is required to use all accrued unused vacation time.
- (e) [no change]
- (f) [no change]

10. SECTION 15.2 PROHIBITIONS

- (a) Consuming or possessing alcohol at any time during or just prior to the beginning of the work day or anywhere on any of the Employer(s)' premises or work sites, including a vehicle owned by the Employer(s) or the employee's own personal vehicle while engaged in the Employer(s) business.
- (b) Possessing, using, selling, purchasing or delivering any illegal drug at any time and at any place except as may be necessary in the performance of duty.

Note: Any employee who reports for his/her scheduled work shift with the odor of alcohol on his/her breath, and who has a blood alcohol concentration of .01, ~~or less or more~~, may be sent home by his/her supervisor without pay. The affected employee may elect to use accumulated vacation or compensatory time for this day. Such incident shall not appear as disciplinary action in the employee's personnel file. Any employee will be afforded this opportunity one time only.

11. SECTION 16.3 REIMBURSEMENT

If an employee leaves the employment of the Employer within two (2) years of reimbursement, the employee shall reimburse the Employer in an amount equal to the reimbursement, ~~before the employee's final paycheck will be issued.~~

12. SECTION 18.1 CLOTHING MAINTENANCE ALLOWANCE

Effective October 1, 2006, each employee covered by this Agreement shall receive \$900 as a clothing allowance, effective October 1, 2014, each employee covered by this Agreement shall receive \$950 as a clothing allowance, except as provided below:

Any employee hired between April 1st and September 30th of any year of this Agreement shall receive one half (1/2) of the total closing maintenance allowance as provided above for that year. Such employees may also have the option to receive advance payment up to one-half (1/2) of the clothing maintenance allowance for the following year.

The Employer shall disburse the annual closing maintenance allowance prior to November 1st of each year of this Agreement. Employees hired between April 1st and September 30th shall receive their clothing maintenance allowance as soon as possible after their date of hire. The Employer(s) shall bear all the costs of any significant change in uniform or equipment requirements.

13. SECTION 18.2 RETURN OF CLOTHING AND EQUIPMENT

All items purchased through this program, including equipment, remain the property of the Employer and are only to be used in accordance with departmental work rules. Upon separation from employment, all items must be returned or paid for by the employee before the employee's final paycheck will be issued. However, retiring employees will be permitted to keep one complete summer and one complete winter uniform upon retirement.

14. SECTION 25.6 REIMBURSEMENT FOR BASIC POLICE TRAINING


If an employee leaves the employment of the Employer and becomes employed by another police agency, he may be required to reimburse the Employer the cost of the employee's participation at Basic Police Training as required by law at the following rates:

- (a) Up to one (1) year from hire date _____ Full cost
- (b) ~~After one (1) year through three (3) years from hire date _____ 50% of cost~~

The amount to be reimbursed shall include the cost of tuition plus any room and board that is not included in the tuition. The employee's final paycheck shall be retained until the reimbursement has been received by the Employer. This paragraph shall apply to all new employees hired May 11, 1990.

The Union, the Illinois Fraternal Order of Police Labor Council, and the Employer, the County of Winnebago and the Winnebago County Sheriff, have reached a tentative agreement as to the foregoing provisions this 22nd day of February, 2017.

 2/22/17
John Roche
for the Illinois Fraternal Order of
Police Labor Council


David Kurlinkus
for the County of Winnebago and
the Winnebago County Sheriff


Dan H. [unclear]


BOARD APPOINTMENTS



Executive Summary

Date: January 10, 2018

From: County Board Chairman Frank Haney

Topic: **Board Appointment**

State of Illinois Public Act 099-0634 requires disclosure of appointments to local public entities.

County Code Chapter 2, Article II, Division 4, Section 2-88 states, "The chairman shall make all appointments to commissions, boards, authorities, or special districts with the advice and consent of the county *board*, or as otherwise provided by law."

Recommendation: County Board Chairman Frank Haney recommends the following person(s) to serve as County appointees.

.....

Jeff Vaughan of Machesney Park, Illinois, 61114 to serve a 3-year term from October 2017 – September 2020 on the North Park Fire Protection Board.

Attached: resume

About the North Park Fire Protection Board	
Location:	600 Wood Ave, Machesney Park, IL 61115
Service Description:	Provide fire emergency, medical and other life safety services to portions of Machesney Park and unincorporated Winnebago County
Board Composition:	Three trustees appointed by the Winnebago County Board Chairman with advice and consent of the County Board
Origin of Entity:	Fire Protection District Act (70 ILCS 705/1)
Property Tax/Funding:	Revenue from charges for water service
Consolidation/ Dissolution Plan:	<i>None Known</i>
Compensation:	Not to exceed \$1,000 per year

Jeffery Vaughan

Summary:

I have over 26 years of being an active firefighter with a combination of both volunteer and full time. I also have experience in the emergency medical field being a licensed paramedic for the past 10 years. Along with those skills I also have experience in dispatching fire and EMS.

Skills:

- Exceptionally fast learner
- Dedicated
- Possesses common sense

June 1991 to August 2000

Cherry Valley Fire Protection Dist.

Firefighter

As a firefighter with Cherry Valley I learned valuable life experiences. From the basics of how to be a firefighter and working under the time Chief Don Carlson who taught me so much more.

Sept 2000 to March 2009

North Park Fire Protection Dist

Firefighter

As a firefighter with NPPFD I continued building my skills and gaining knowledge. Under Chief Steve Ferdinand I reached the rank of lieutenant with the dept in 2004.

Oct 2000 to Nov 2006

Advanced Heating and Air

HVAC Tech.

My position in this company was that of a technician. I was working on becoming a journeyman with the sheet metal workers union.

June 2002 to Nov 2011

OSF Saint Anthony

Medical Communications Specialist

In this position I dispatched Lifeline ambulance, Lifeline helicopter, North Park Fire Dept. and we handled all doctor to doctor referrals for doctors wanting to send their patients to OSF.

July 2005 to Present

City Of Belvidere IL

Firefighter/ Paramedic

I currently work full time with the City of Belvidere.

Education

I graduated Thomas Jefferson High School in 1991

I have been taking classes through Rock Valley to pursue my fire science degree

Certificates and Honors

Certificates and Licenses I hold.

Firefighter 3

Advanced Firefighter

HazMat tech

Fire officer 1

FAE

VMO

I am currently a licensed paramedic in the state of Illinois

I received recognition from OFS EMS for a mass casualty incident in 2007 and in 2011 for saving a choking man in.

In March of 2017 I received my dept's highest honor (the Medal of Honor) for heroic actions taken at an apartment fire on Jackson St, Belvidere IL. In that event myself and 2 others rescued 5 via ladders and 3 others upon entering the building and dragging them out.