



# WINNEBAGO COUNTY

— ILLINOIS —

## REVISED

## AGENDA

Winnebago County Courthouse  
400 West State Street | Rockford, IL 61101  
County Board Room | 8<sup>th</sup> Floor

Thursday, January 24, 2019

6:00 p.m.

1. Call to Order ..... Chairman Frank Haney
2. Agenda Updates ..... Chairman Frank Haney
3. Roll Call ..... Clerk Lori Gummow
4. Invocation ..... Board Member Dave Fiduccia
5. Awards, Proclamations, Presentations, Public Hearings, and Public Participation
  - A. Awards – None
  - B. Proclamations – None
  - C. Presentations – None
6. Public Comment ..... Registered Speakers  
*Members of the public may address the Board by submitting their request no later than 2 hours prior to the start of the meeting. Contact [www.wincoil.us](http://www.wincoil.us) or (815) 319-4225 for guidelines.*
7. Meeting Minutes ..... Clerk Lori Gummow
  - A. Approval of December 13, 2018 minutes
  - B. Layover of January 10, 2019 minutes
8. Announcements & Communications ..... Clerk Lori Gummow
  - A. Correspondence (see packet)
9. Board Member Correspondence ..... Board Members
10. Chairman's Report ..... Chairman Frank Haney
  - A. Shared Values
  - B. Strategic Plan

- 11. County Administrator’s Report.....Administrator Carla Paschal**
- A. Rockford Election Authority (\$6 million legacy dispute)
  - B. Landfill (\$3 million legacy dispute)
  - C. Animal Services
- 12. Approval of Consent Agenda ..... Chairman Frank Haney**
- A. Raffle Report
  - B. Bills Report
- 13. Standing Committee Reports ..... Chairman Frank Haney**
- A. Personnel and Policies Committee.....**David Fiduccia, Committee Chairman**
    - 1. Committee Report
    - 2. An Ordinance Amending Sections of Chapter 2 of the County Code of Ordinances
    - 3. Resolution Authorizing the Chairman of the County Board to Execute a Staffing Services Agreement for River Bluff Nursing Home (Vendor: Passionate Private Duty LLC)
    - 4. Resolution Awarding Contracts for Kennel Renovations
  - B. Economic Development Committee.....**Fred Wescott, Committee Chairman**
    - 1. Committee Report
    - 2. Resolution Authorizing the County Board Chairman to Enter into an Intergovernmental Agreement Establishing the Northern Illinois Land Bank Authority
  - C. Finance Committee .....**Jaime Salgado, Committee Chairman**
    - 1. Committee Report
    - 2. Resolution Authorizing Settlement of a Claim Against the County of Winnebago Entitled Patricia Dimario Versus Winnebago County
    - 3. Budget Amendment 2019-014 Veterans Assistance Fund to be Laid Over
    - 4. Budget Amendment 2019-015 Animal Services Donation Fund to be Laid Over
  - D. Zoning Committee ..... **Jim Webster, Committee Chairman**

Planning and/or Zoning Requests:

    - 1. SU-05-18 A Special Use Permit to allow a campground in the AG, Agricultural Priority District for property that is commonly known as 8664 Elevator Road and 8702 Elevator Road in Roscoe Township, District 4
    - 2. Z-17-18 A map amendment to rezone +/- 3.03 net acres from the AG, Agricultural Priority District to the RA, Rural Agricultural Residential District for property that is commonly known as 42XX Centerville Road in Rockford Township, District 1
    - 3. Z-18-18 A map amendment to rezone +/- 0.43 acres from the AG, Agricultural Priority District to the CN, Neighborhood Commercial District for property that is commonly known as 1002 S. Pierpont Ave. in Rockford Township, District 18
    - 4. Z-20-18 A map amendment to rezone +/- 29.9 acres from the AG, Agricultural Priority District to the A2, Agricultural-Related Business District for property that is generally located at 38XX Baxter Road in Rockford Township, District 9

5. Z-01-19 A map amendment to rezone +/- 28.2 acres from the AG, Agricultural Priority District to the A2, Agricultural-Related Business District for property that is commonly known as 3214 Grove Road in Pecatonica Township, **District 1** to be laid over
6. Committee Report
- E. Operations & Administrative Committee ..... **Keith McDonald, Committee Chairman**
  1. Committee Report
  2. Resolution to Pay for Emergency Services Rendered for Flood Cleanup Damage at the Public Safety Building
- F. Public Works Committee ..... **Dave Tassoni, Committee Chairman**
  1. Committee Report
- G. Public Safety Committee..... **Aaron Booker, Committee Chairman**
  1. Committee Report
  2. Resolution Authorizing Contractor Agreement to Retain Services to Support the Winnebago County Criminal Justice Coordinating Council (CJCC)
  3. Resolution Authorizing Execution of Intergovernmental Cooperation Agreement With the Forest Preserves of Winnebago County for Police Services
  4. Resolution Awarding Inmate Health Care Services
14. Unfinished Business ..... **Chairman Frank Haney**
15. New Business.....**Chairman Frank Haney**
16. Closed Session.....**Chairman Frank Haney**
17. Adjournment ..... **Chairman Frank Haney**

**Next Meeting: Thursday, February 14, 2019**

# **ANNOUNCEMENTS & COMMUNICATIONS**



# WINNEBAGO COUNTY

— ILLINOIS —

## Announcements & Communications

Date: January 24, 2019

Item: Correspondence to the Board

Prepared by: County Clerk Lori Gummow

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**Governing Statute(s):** State of Illinois Counties Code [55 ILCS 5/Div. 3-2, Clerk](#)

**County Code:** [Ch 2. Art. II. Div. 4, Sec. 2.86 – Record Keeping & Communications](#)

**Background:** The items listed below were received as correspondence.

1. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
  - a. Pre-Application Meeting with Exelon Generation Company, LLC (Exelon) January 23, 2019, 10:00 am TO 12:00 pm.
  - b. Federal Register / Vol. 84, No. 5 / Tuesday, January 8, 2019 / Notices
2. County Clerk Gummow received from Charter Communications programming notices for the following:
  - a. County of Winnebago
  - b. Township of Roscoe
  - c. Township of Harlem
  - d. Township of Rockton
3. County Clerk Gummow received from Charter Communications an email regarding a programming notice “correction” to prior notices.
4. County Clerk Gummow received from Charter Communications notices regarding Spectrum Television Channel line-up – programming service addition for the following:



# WINNEBAGO COUNTY

— ILLINOIS —

- a. County of Winnebago
  - b. Township of Roscoe
  - c. Township of Harlem
  - d. Township of Rockton
5. County Clerk Gummow received from Nancy McPherson, Winnebago Recorder the Monthly Report for December, 2018

**Recommendation:** The Winnebago County Clerk recommends that the correspondence listed be placed on file as a part of the County Board records maintained by the County Clerk.

# **CHAIRMAN'S REPORT**

# **ADMINISTRATOR'S REPORT**



# **CONSENT AGENDA**

## RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by  
12 different organizations for 18 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
29967	1	ARTISTS' ENSEMBLE THEATER	02/08/2019-05/26/2019	\$ 1,300.00
29968	1	HARLEM COMMUNITY CENTER	02/01/2019-06/01/2019	\$ 4,000.00
29969	1	HOLY FAMILY CATHOLIC SCHOOL	01/25/2019-02/02/2019	\$ 1,000.00
29970	1	WINNEBAGO COUNTY CASA	02/01/2019-02/01/2019	\$ 4,998.00
29971	1	ROCKFORD ICEHOGS BOOSTER CLUB	02/08/2019-02/08/2019	\$ 750.00
29972	1	ROCKFORD ICEHOGS BOOSTER CLUB	02/09/2019-02/09/2019	\$ 750.00
29973	1	ROCKFORD ICEHOGS BOOSTER CLUB	02/16/2019-02/16/2019	\$ 750.00
29974	1	ROCKFORD ICEHOGS BOOSTER CLUB	02/17/2019-02/17/2019	\$ 750.00
29975	1	ROCKFORD ICEHOGS BOOSTER CLUB	02/10/2019-02/10/2019	\$ 750.00
29976	1	ROCKFORD PARK DISTRICT FOUNDATION	02/01/2019-04/12/2019	\$ 4,999.00
29977	1	THE GROVE FELLOWSHIP DBA ROYAL FAMILY KIDS	02/17/2019-02/17/2019	\$ 10,000.00
29978	1	WHITE EAGLE CLUB OF ROCKFORD	02/15/2019-02/15/2019	\$ 500.00
29979	1	WHITE EAGLE CLUB OF ROCKFORD	02/03/2019-02/03/2019	\$ 500.00
29980	1	WHITE EAGLE CLUB OF ROCKFORD	03/01/2019-03/01/2019	\$ 1,000.00
29981	1	WINNEBAGO COUNTY PHEASANTS FOREVER	02/02/2019-02/03/2019	\$ 4,440.00

The Following Have Requested A Class B, MULTIPLE (2, 3 OR 4) LICENSE				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
29982	1	AMERICAN CAT FANCIERS ASSOCIATION, INC.	02/02/2019-02/03/2019	\$ 2,500.00

The Following Have Requested A Class C, One Time Emergency License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT

The Following Have Requested A Class D, E, & F Limited Annual License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
29983	1	AMERICAN LEGION POST #288	01/25/2019-12/31/2019	\$ 5,000.00
29984	1	ROSCOE VFW POST #2955	02/02/2019-02/01/2020	\$ 230.00

This concludes my report

Deputy Clerk Kayla Hilliard

LORI GUMMOW  
Winnebago County Clerk

Date 24-Jan-19

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	3,609,547.97
101	PUBLIC SAFETY TAX	1,969,457.85
103	DOCUMENT STORAGE FUND	48,854.38
104	TREASURER'S DELINQUENT TAX FU	3,715.28
105	VITAL RECORDS FEE FUND	966.55
106	RECORDERS DOCUMENT FEE FUND	35,718.36
107	COURT AUTOMATION FUND	32,355.92
109	VICTIM IMPACT PANEL FEE	980.00
110	CHILD SUPPORT & COLLECTIN FE	4,928.85
111	CHILDREN'S WAITING ROOM FUND	23,006.93
112	RENTAL HOUSING FEE FUND	27,180.00
114	911 OPERATIONS FUND	175,823.13
115	PROBATION SERVICE FUND	14,610.11
120	DEFERRED PROSECUTION PROGRAM	4,101.82
121	HOTEL / MOTEL TAX FUND	(231,441.48)
123	STATE DRUG FORFEITURE ST ATTY	1,500.00
126	LAW LIBRARY	26,677.95
131	DETENTION HOME	238,616.28
140	WINGIS GEOR INFO SYSTEMS FUND	7,166.70
145	FORECLOSURE MEDIATION FUND	7,694.98
155	MEMORIAL HALL	9,909.90
158	CHILD ADVOCACY PROJECT	44,388.90
161	COUNTY HIGHWAY	1,118,417.16
162	COUNTY BRIDGE FUND	33,718.58
164	MOTOR FUEL TAX FUND	442,711.22
165	TOWNSHIP HIGHWAY FUND	5,620.62
168	TOWNSHIP BRIDGE	4,890.51
181	VETERANS ASSISTANCE FUND	23,582.47
185	HEALTH INSURANCE	1,522,635.24
192	EMPLOYER SOCIAL SECURITY FUND	335,422.26
193	ILLINOIS MUNICIPAL RETIRE	528,319.90
194	TORT JUDGMENT & LIABILITY	68,157.09
301	HEALTH GRANTS	736,752.47
302	SHERIFF'S DEPT GRANTS	37,924.09
303	STATE'S ATTORNEY GRANT	12,059.44
304	PROBATION GRANTS	5,520.00
309	CIRCUIT COURT GRANT FUND	137,020.78
401	RIVER BLUFF NURSING HOME	929,570.82
410	ANIMAL SERVICES	147,603.60
420	555 N COURT OPERATIONS FUND	22,997.62
430	WATER FUND	9,410.42

CONTINUATIONFUND NAMERECOMMENDED FOR PAYMENT

501	INTERNAL SERVICES	20,318.25
747	JUVENILE JUSTICE CENTER REMODEL	(1,000.00)
TOTAL THIS REPORT		<u>12,197,412.92</u>

The adoption of this report is hereby recommended:

  
\_\_\_\_\_  
William Crowley, County Auditor

ADOPTED: This 24th day of January 2019 at the City of Rockford, Winnebago County, Illinois.

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

ATTEST:

\_\_\_\_\_  
Lori Gummow, Clerk of the Winnebago  
County Board of Rockford, Illinois

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	2,966,544.25
101	PUBLIC SAFETY TAX	2,563,798.78
103	DOCUMENT STORAGE FUND	116,582.83
104	TREASURER'S DELINQUENT TAX FU	3,715.28
105	VITAL RECORDS FEE FUND	3,556.69
106	RECORDERS DOCUMENT FEE FUND	36,109.66
107	COURT AUTOMATION FUND	45,146.22
109	VICTIM IMPACT PANEL FEE	800.00
110	CHILD SUPPORT & COLLECTIN FE	6,622.00
111	CHILDREN'S WAITING ROOM FUND	11,842.37
112	RENTAL HOUSING FEE FUND	23,130.00
114	911 OPERATIONS FUND	266,930.66
115	PROBATION SERVICE FUND	34,255.60
116	HOST FEE FUND	1,185.00
119	CORONER FEE FUND	-
120	DEFERRED PROSECUTION PROGRAM	4,239.44
123	STATE DRUG FORFEITURE ST ATTY	12,806.00
126	LAW LIBRARY	11,479.93
131	DETENTION HOME	234,264.13
140	WINGIS GEOR INFO SYSTEMS FUND	7,166.70
141	WINGIS GEOR INFO SYSTEM (CO SHARE)	19,254.00
145	FORECLOSURE MEDIATION FUND	6,797.00
155	MEMORIAL HALL	26,769.00
158	CHILD ADVOCACY PROJECT	44,310.70
161	COUNTY HIGHWAY	246,822.45
162	COUNTY BRIDGE FUND	56,383.26
164	MOTOR FUEL TAX FUND	94,226.44
165	TOWNSHIP HIGHWAY FUND	6,598.70
181	VETERANS ASSISTANCE FUND	21,207.75
185	HEALTH INSURANCE	1,582,036.28
192	EMPLOYER SOCIAL SECURITY FUND	354,239.35
193	ILLINOIS MUNICIPAL RETIRE	559,966.04
194	TORT JUDGMENT & LIABILITY	55,217.00
200	2013A SERIES REFUNDING BONDS	3,775,400.00
201	2013B ADMIN	945,900.00
208	2013C SERIES REFUNDED BONDS	614,475.00
214	2013E DEBT SERVICE FUND	282,162.50
215	2016A REFUNDING BONDS	49,700.00
216	2017B GO REFUNDING BONDS	685,525.00
219	2017A GO DEBT CERTIFICATES	412,200.00
227	2015A DEBT CERTIFICATES	347,300.00
229	2016D REFUNDING	62,100.00


CONTINUATIONFUND NAMERECOMMENDED FOR PAYMENT

230	2016E REFUNDING	328,225.00
239	COURT CASE MGMT DEBT SERVICE	617,100.00
240	2008 SIREN DEBT CERTIFICATES	448,470.00
242	2010C HEALTH BLDG	256,871.88
244	2012A GO DEBT CERTIFICATES	55,150.38
245	2012B ALT REFUNDING BONDS	463,725.00
246	2012C ALT REFUNDING BONDS	245,500.00
247	2012D ALT REFUNDING BONDS	987,187.50
248	2012E DEBT CERTIFICATES	304,112.50
249	2012F DEBT CERTIFICATES	61,871.88
250	2012G DEBT CERTIFICATES	25,200.00
252	2017C DEBT SERVICE FUND	786,575.00
301	HEALTH GRANTS	639,497.66
302	SHERIFF'S DEPT GRANTS	569.17
303	STATE'S ATTORNEY GRANT	11,999.99
304	PROBATION GRANTS	4,320.00
309	CIRCUIT COURT GRANT FUND	129,194.05
401	RIVER BLUFF NURSING HOME	974,084.59
410	ANIMAL SERVICES	172,141.43
420	555 N COURT OPERATIONS FUND	9,562.63
430	WATER FUND	9,956.63
501	INTERNAL SERVICES	7,027.27

TOTAL THIS REPORT

23,137,108.57

The adoption of this report is hereby recommended:

  
William Crowley, County Auditor

ADOPTED: This 24th day of January 2019 at the City of Rockford, Winnebago County, Illinois.

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

ATTEST:

\_\_\_\_\_  
Lori Gummow, Clerk of the Winnebago  
County Board of Rockford, Illinois

# **PERSONNEL & POLICIES COMMITTEE**



Sponsored by: David Boomer, Joe Hoffman, Burt Gerl, Keith McDonald, Dorothy Redd, Jaime Salgado, Jim Webster, Fred Wescott, Dave Fiduccia, Angie Goral, Aaron Booker

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

**SUBMITTED BY: PERSONNEL AND POLICIES COMMITTEE**

2019 CO \_ \_ \_ \_ \_

**AN ORDINANCE AMENDING SECTIONS OF CHAPTER 2 OF THE COUNTY CODE OF ORDINANCES**

WHEREAS. Chapter 2 of the County Code of Ordinances, Article III, sets forth various criteria for members of the County Administration; and

WHEREAS, the County wishes to amend Sections of Chapter 2, of the County Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois, that Chapter 2, Article III, Section 2-124 of the County Code of Ordinances be amended as follows:

**Sec. 2-124. - Duties.**

The county administrator shall serve as a member of the county's leadership team and advise on a wide range of issues, including but not limited to strategy, policy, planning and provide communications.

- (a) The county administrator shall be subject to the direction and control of the county board and shall supervise the administration of the following:
  - (1) Purchasing;
  - (2) Buildings and maintenance;
  - (3) Functions of the supervisor of assessments;
  - (4) Animal services;
  - (5) Information technology;

- (6) Regional planning or economic development;
  - (7) River Bluff Nursing Home;
  - (8) County board office;
  - (9) Veterans Memorial Hall;
  - (10) Risk Management Program;
  - (11) Chief financial officer. Budget and finance, under the direct supervision of the administrator.
- (b) The county administrator shall have the authority to appoint an appropriate designee to assist in the supervision of the above departments.
  - (c) The county administrator, or his or her designee, shall evaluate the performance of the directors and/or coordinators of the departments listed in subsection (a)(9) above.
  - (d) The county administrator shall be responsible for managing operational budgets to achieve organizational strategic goals for the departments listed in subsection (a) above.
  - (e) The county administrator shall:
    - (1) Maintain regular communication with all elected county officials as designated by the county board chairman.
    - (2) Assist the county board in preparation of committee agendas, ordinances, resolutions and other business.
    - (3) Establish standard operational procedures or administrative policies.
    - (4) Serve as liaison to county board committees as assigned by the county board chairman.
  - (f) Negotiate and enforce any collective bargaining agreements between the county and any employees governed by the state public employees labor relations act.
  - (g) Assist the county board chairman in negotiating leases, contracts, and other agreements for goods or services, subject to the approval of the board;
  - (h) Assist the county board to develop, install and maintain a centralized system for purchasing goods and services on behalf of county departments and functions,
  - (i) Perform other duties assigned by the county board.

(Ord. No. 92-CO-79, § 8(2-187), 11-24-92; Ord. No. 2007-CO-94, § II, 12-20-07; Ord. No. 2017-CO-067, 6-22-17; Ord. No. 2017-CO-110, 11-21-17; Ord. No. 2018-CO-075, 7-26-18)

BE IT FURTHER ORDAINED, that the remainder of Chapter 2. Article III, of the County Code of Ordinances shall remain unchanged.

BE IT FURTHER ORDAINED, that all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

BE IT FURTHER ORDAINED, that this Ordinance Amendment shall be effective immediately upon passage.

BE IT FURTHER ORDAINED, that the Winnebago County Clerk shall place a certified copy of this Ordinance Amendment upon its adoption in the records of office of the Winnebago County Clerk.

Respectfully submitted.

Personnel and Policies

Committee

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Dave Fiduccia, Chairman

**AGREE**

**DISAGREE**

\_\_\_\_\_  
DAVE FIDUCCIA, CHAIRMAN

\_\_\_\_\_  
DAVE FIDUCCIA, CHAIRMAN

\_\_\_\_\_  
DAVE BOOMER

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DAVE BOOMER

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ANGIE GORAL

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ANGIE GORAL

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JOE HOFFMAN

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JOE HOFFMAN

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DAVE KELLEY

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DAVE KELLEY

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DOROTHY REDD

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DOROTHY REDD

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JIM WEBSTER

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JIM WEBSTER

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois,  
this \_\_\_\_ day of \_\_\_\_\_, 2019.

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

Attested by:

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



## Executive Summary

Date: January 24, 2019  
To: Personnel & Policies Committee  
Prepared by: Purchasing Department

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**Subject:** Agreement for Nursing Staffing Services for River Bluff Nursing Home  
**County Code:** Winnebago County Purchasing Ordinance

### Background:

We have found that consistent with current staffing and operating environments in the nursing home industry in the Midwestern region, and in particular, the Rockford area, River Bluff Nursing Home has been experiencing increased difficulty in securing nursing staff to satisfy its needs.

RBNH is required by Federal and State law to maintain certain staffing levels in order to meet the needs of its residents. For RBNH to increase its census, more staffing must be secured.

RBNH has been exploring adding additional Nursing Staff Service providers to help supplement the current Nursing Staff.

Staff is reaching out to non-medical, local staffing firms for potential CNAs, so far no results.

### Contract Agreement Period:

One-year contract with the opportunity to renew for one additional year, if the vendor's performance and rates are determined to be satisfactory.

### Recommendation:

The County of Winnebago needs to increase its nursing staffing at River Bluff Nursing Home by contracting with an additional supplemental provider. This will be based on need, availability, quality of service and price.

Ms. Sheila Story, RBNH Administrator, recommends Board approval of Resolution authorizing the Chairman of the County Board to Execute a Staffing Services Agreement for River Bluff Nursing Home with Personal Private Duty LLC.

Sponsored by: Dave Fiduccia, Chairman

COUNTY BOARD MEETING

January 24, 2019

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

Submitted by: Personnel & Policies Committee

2019 CR

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

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**WHEREAS**, the County of Winnebago owns and operates River Bluff Nursing Home, a skilled long-term care facility dedicated to serving the residents of Winnebago County; and

**WHEREAS**, hiring and retaining qualified nurses and certified nursing assistants at River Bluff Nursing Home in order to meet required staffing levels has been an ongoing issue, with similar difficulties occurring at long-term care facilities throughout the country; and

**WHEREAS**, Passionate Private Duty LLC. is in the business of providing qualified health care professionals to health care providers, such as River Bluff Nursing Home, on a short-term basis; and

**WHEREAS**, the Personnel and Policies Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposed terms of the Agreement for Staffing with Passionate Private Duty LLC., as set forth in Exhibit A, attached hereto and incorporated herein by reference, and recommends contracting with Passionate Private Duty LLC. under the terms set forth in the Agreement.

**NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the Agreement for Staffing with Passionate Private Duty LLC., in substantially the same form as contained in Exhibit A.

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

Respectfully submitted,  
**PERSONNEL & POLICIES COMMITTEE**

**AGREE**

**DISAGREE**

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DAVE FIDUCCIA, CHAIRMAN

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DAVE FIDUCCIA, CHAIRMAN

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DAVE BOOMER

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DAVE BOOMER

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ANGIE GORAL

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ANGIE GORAL

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JOE HOFFMAN

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JOE HOFFMAN

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DAVE KELLEY

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DAVE KELLEY

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DOROTHY REDD

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DOROTHY REDD

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JIM WEBSTER

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JIM WEBSTER

The above and foregoing Resolution was adopted by the County Board of the  
County of Winnebago, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2019.

Attested by:

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**FRANK HANEY**  
Chairman of the County Board  
of the County of Winnebago, Illinois

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**LORI GUMMOW**  
Clerk of the County Board  
of the County of Winnebago, Illinois



**Passionate Private Duty, LLC**  
**Nursing & Home Services**  
*"Home is where the heart is"*

### SERVICE AGREEMENT

Facility

County of Winnebago dba:  
 River Bluff Nursing Home

Please review this agreement carefully, as it sets forth the understanding between you ("Client") and Passionate Private Duty, LLC ("Company") regarding the services you have requested we provide for you. If you have any questions, concerns or issues about the content of this Agreement please contact us for clarification before signing it.

THIS AGREEMENT made this day of \_\_\_\_\_ ("Effective Date") by and between Passionate Private Duty, LLC and County of Winnebago dba: River Bluff Nursing Home

<b>4401 W Main Street</b>	<b>Rockford, Illinois</b>	<b>61103</b>
(City)	(State)	(Zip code)

Phone: **815 921-9200**

("Client") an/or ("Responsible Party") agrees to be bound by all terms of this Agreement on the terms and conditions set out below:

- I. **Term of Agreement.** The term of this agreement will start on the effective date and will continue on an as-needed basis until the Agreement is terminated by either party, as provided hereunder.
- II. **Services Requested.** We will provide the services requested and agreed upon. The preferred day, time and duration of services will be mutually agreed upon by you and/or your representative and the agency. A change of service may be requested at any time.
- III. **Services:** To provide quality services that assist clients with ~~in your facility~~. Skilled service will be provided by persons licensed as Registered Nurses or Licensed Practical Nurses and non-medical support services will be provided by Certified Nursing Assistants (CNAs).
- IV. **Client agrees to immediately notify Company if the caregiver(s) do not perform their job duties consistent with the provisions of this section.** Client agrees to assume financial responsibility for any additional wages, overtime, interest, penalties, attorneys' fees and costs that may result from Client directing a caregiver to perform his or her job duties inconsistently with the provisions of this Services section and/or Client not fulfilling all his or her obligations under this Services section. If Client does not promptly notify Company otherwise, the Parties agree that all services were performed in accordance with the obligations and limitations of this Services section

Passionate Private Duty, LLC 2401 W US Highway 20, Suite 202 Pingree Grove, Illinois 60140  
 847-975-3950



- V. **Rates, Fees & Deposits.** We will provide the services at the following rates:  
**Registered Nurse:** \$47.00 per hour  
**Licensed Practical Nurse:** \$43.00 per hour  
**Certified Nursing Assistants:** \$22.00 per hour

Company will invoice Client every two weeks. Client understands and agrees that Company's invoices are due and payable according to the Illinois Local Government Prompt Payment Act. Client further agrees to pay Company for the full cost of Client's requested services. Client agrees not to pay the caregiver directly for any services. Except as stated in this Agreement, all fees are non-refundable. If Client's account is referred to a collection agency, Client agrees to be responsible for all fees and costs including, but not limited to, attorneys' fees. Costs associated with collection activity will be added to Client's balance and be payable to Company according to the terms of this Agreement. Client also agrees to pay a service charge of \$50.00 for any dishonored check or other payment.

- vi. **Cancellations.** Cancellations may be made up to 6 hours in advance of a scheduled visit without charge. We reserve the right to charge for a scheduled visit if sufficient notice is not given. In the event a referred caregiver fails to arrive, we will make every effort to find a replacement as quickly as possible. If a replacement is not found or if the caregiver alters the predetermined weekly schedule in some way, we will adjust the amount that you are billed accordingly.
- vii. **Termination.** Either 'Client' or 'Company' may terminate this agreement upon two (2) calendar-week's written notice to the other party. If either party terminates this Agreement, all fees due at time of termination will be due and payable by you immediately. We will immediately refund any prepaid fees. Exception to the two-week notice provision would include:
  - a. When the activities or circumstances in the facility jeopardize the welfare and safety of the nurse or aide.
  - b. Client becomes abusive to caregivers
  - c. Company cannot meet Client's needs
  - d. the caregivers work environment is unsafe or unhealthy
  - e. Client fails to pay Company invoices when due. Client agrees to pay all fees, charges and costs due at the time the Agreement is terminated.
- viii. **Valuables:** Client agrees to secure weapons and valuables including, but not limited to, cash, jewelry, and confidential financial and personal papers. Client agrees to make any claim for theft, loss, damage or destruction of property to Company as promptly as possible. Client further agrees not to give any gifts, loans, bonuses, or tips to caregivers.
- ix. **Service Interruptions and Expectations:** If caregiver does not arrive as scheduled, Client agrees to promptly notify Company. Although Company will make reasonable efforts to provide service to Client, Client understands and agrees that service interruptions may occur.
- x. **Confidentiality and Non-Solicitation:** Client understands and agrees that Company has incurred considerable expense in recruiting, screening, hiring, and training caregivers. Client agrees not to solicit and/or use any caregivers, whether directly or indirectly through another agency, who have performed work for Client for a period of one year after termination. If Client directly or indirectly engages the services of a caregiver who performed work for Client within one year of termination, Client agrees to pay Company a finder's fee of fifteen thousand, (\$15,000.00) for a nurse and/or eight thousand, (\$8,000.00) per non-medical caregiver. In turn, Company will not solicit Client's staff for a period of one year after termination of this agreement.
- xi. **Information and Updates:** Client agrees to provide Company with all pertinent information necessary for care of Client's residents. Client also agrees to promptly notify Company of any changes to the previously mentioned information.
- xii. **Indemnification:** Company agrees to indemnify and hold Client, its officers, agents, and employees harmless from and against any expense, claim, loss or liability Client, its officers, agents, and employees may incur by reason of bodily injury, or death, or property damage to the extent caused by the negligent acts or omissions of Company, its caregivers, agents, or employees in the performance of their assignment for Client under this agreement, except to the extent the damages are caused by the negligence



of Client or its employees or agents. Client agrees to indemnify and hold Company, its respective affiliates, officers, agents, and employees harmless from and against any expense, claim, loss or liability. Company, its respective affiliates, officers, agents, and employees may incur by reason of bodily injury or death or property damage to the extent caused by the negligent acts or omissions of Client, its employees or agents, except to the extent the damages are caused by the negligence of Company or its caregivers, employees, or agents.

- xiii. **Insurance:** The Company will be required to maintain both general and professional liability insurance for bodily injury and property damage at a level that would be considered reasonable in the healthcare industry. In addition, the Company will be required to maintain Workman's Comp insurance on all staff provided to the Client.

This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the Parties. Except as otherwise stated in the Agreement, this Agreement may not be amended.

Client represents that this Agreement has been carefully read and is understood. Client was advised to consult with an attorney, at his or her own expense, to review this Agreement.

The terms of this Agreement are severable. The invalidity or unenforceability of any provision will not affect the application of any other provision.

This Agreement may be executed in counterparts, each of which will be deemed to be an original. Such counterparts, when taken together, shall constitute but one agreement.

The section captions contained in this Agreement are for convenience only and do not constitute a part of its terms and provisions.

The Parties to this Agreement represent and warrant that they have carefully read this Agreement, that they fully understand its final and binding effect, and that they voluntarily agree to all its terms.

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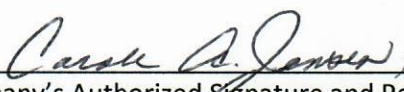
Administrator/Executive Director

Date

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Responsible Party (if applicable)

Date

  
Company's Authorized Signature and Position

*EXECUTIVE DIRECTOR*  
Date

## Passionate Private Duty Personnel Requirements

The administration and/or staff of Passionate Private Duty shall adhere to their Human Recourse policies listed below: (Also attached for amplification)

- **Policy 4.10 Recruiting, Hiring, and Rostering**  
(Addresses drug screening, criminal background checks, finger printing (if needed), license or certification verification, TB testing, and Hepatitis B vaccination (or declination), and annual health screen.
- **Policy 4.20 Pre-Employment Background Checks**  
(Addresses drug screening, criminal background checks, finger printing (if needed), license or certification verification).
- **Policy 4.3 Personnel Qualification**  
(Addresses CPR requirement)



## Executive Summary

Date: January 24, 2019  
To: Personnel & Policies Committee  
Prepared by: Purchasing Department

---

**Subject:** Contracts for Kennel Renovations  
**County Code:** Winnebago County Purchasing Ordinance

**Background:**

Winnebago County Animal Services currently uses older kennels that are outdated and need to be replaced. The outdated kennels have only one door and pose a safety concerns for workers, as well as, the dogs they house.

Newer kennels that are equipped with transfer doors would result in cleaner and safer practices in the handling of dogs. The new kennels are also essential in allowing potential adopters to view the animals.

Winnebago County Animal Services has selected the same kennel provider that supplied kennels in the adoptable dog room within the facility in previous years. Therefore, this allows uniformity within the dog kennels.

**Recommendation:**

The County of Winnebago needs to replace its' dog kennels at Winnebago County Animal Services due to safety concerns.

Mr. Brett Frazier, Winnebago County Animal Services Administrator, recommends Board approval of Resolution authorizing the Chairman of the County Board to Award a Contract for Kennel Renovations for Winnebago County Animal Services with Shor-Line, SK Installations and Mike Harris Mason Contractor, Inc.

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

Submitted by: Personnel & Policies Committee

2019 CR

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**RESOLUTION AWARDING CONTRACTS FOR KENNEL RENOVATIONS**

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**WHEREAS**, the Code of Ordinances for the County of Winnebago, provides that all purchases for, and contracts for, supplies, materials, equipment, and contractual services, the value of which is estimated to exceed \$25,000, shall be based on competitive bids by the County Board; and,

**WHEREAS**, the Code of Ordinances Section 2-357(e) 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 \$25,000; and,

**WHEREAS**, Winnebago County Animal Services has a need to replace old kennels due to safety concerns for workers and dogs; and,

**WHEREAS**, Shor-Line, SK Installations and Mike Harris Mason Contractor, Inc. will provide the items and services necessary to remove old kennels and install new ones as set forth in Exhibits A, B and C attached hereto; and,

**WHEREAS**, the Personnel & Policies Committee has determined that the funding for the aforementioned purchase shall be as follows:

**77000 – 46320**

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that Purchase Orders be issued to SHOR-LINE, 511 OSAGE AVENUE. KANSAS CITY, KS 66105, SK INSTALLATIONS, INC. 1921 ST. MICHAELS ROAD LINCOLN, NE 68512 and MIKE HARRIS MASON CONTRACTOR, INC. 631 CEDAR STREET ROCKFORD, IL 61101.

**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, Director of Purchasing, Finance Director, and County Auditor.

Respectfully submitted,  
**PERSONNEL & POLICIES COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
DAVE FIDUCCIA, CHAIRMAN

\_\_\_\_\_  
DAVE FIDUCCIA, CHAIRMAN

\_\_\_\_\_  
DAVE BOOMER

\_\_\_\_\_  
DAVE BOOMER

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
JOE HOFFMAN

\_\_\_\_\_  
JOE HOFFMAN

\_\_\_\_\_  
DAVE KELLEY

\_\_\_\_\_  
DAVE KELLEY

\_\_\_\_\_  
DOROTHY REDD

\_\_\_\_\_  
DOROTHY REDD

\_\_\_\_\_  
JIM WEBSTER

\_\_\_\_\_  
JIM WEBSTER

The above and foregoing Resolution was adopted by the County Board of the County of  
Winnebago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
**FRANK HANEY**  
Chairman of the County Board  
of the County of Winnebago, Illinois

Attested by:

\_\_\_\_\_  
**LORI GUMMOW**  
Clerk of the County Board  
of the County of Winnebago, Illinois

# EXHIBIT A

From the desk of **Jeremy Panzer**  
 511 Osage Ave  
 Kansas City, KS 66105  
 toll free 800.444.1579  
 office 913.281.1500 ext. 2323  
 cell 847.477.6776  
 fax 913.281.5339  
[Shor-Line.com](http://Shor-Line.com)



**Name:** Brett Frazier  
**Organization:** Winnebago Cnty Animal Services  
**Address:** 4517 N Main St  
**City, State, Zip:** Rockford, IL 61103  
**Phone:** 815-319-4100  
**Cell:**  
**Email:** [bfrazier@petsgohome.org](mailto:bfrazier@petsgohome.org)

**Date:** 8/31/2018  
**Updated:** 1/2/2019

QTY	PART NUMBER	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		<b>Single Kennels - On Concrete - Block Walls</b>		
		<b>Walls 68"L x 40.5"H x 4"W x 9" Trench</b>		
		1st Row		
12	962.SPEC.GATE.001	37x72 HD Galvanized Steel Gate Panel w/ Door, Wire, Full Frame, No Feed Slot	\$370.00	\$4,440.00
2	962.SPEC.GATE.001	35x72 HD Galvanized Steel Gate Panel w/ Door, Wire, Full Frame, No Feed Slot	\$350.00	\$700.00
8	TBD	68x31 Solid PVC Flag Panel	\$362.00	\$2,896.00
1	TBD	68x31 Solid PVC Flag Panel, Notch Cutout	\$412.00	\$412.00
6	TBD	68x72 Solid Side Panel, Vertical Transfer Door, Counterweight Balance System	\$950.00	\$5,700.00
14	941.SPEC.HALFT.001	Patented Stainless Steel "1/2-T" Drain Cover w/ Bracket, 10" Depth	\$115.00	\$1,610.00
		3rd Row		
2	962.SPEC.GATE.001	43x72 HD Galvanized Steel Gate Panel w/ Door, Wire, Full Frame, No Feed Slot	\$390.00	\$780.00
2	962.SPEC.GATE.001	41x72 HD Galvanized Steel Gate Panel w/ Door, Wire, Full Frame, No Feed Slot	\$390.00	\$780.00
16	962.SPEC.GATE.001	37x72 HD Galvanized Steel Gate Panel w/ Door, Wire, Full Frame, No Feed Slot	\$370.00	\$5,920.00
9	TBD	68x31 Solid PVC Flag Panel	\$362.00	\$3,258.00
2	TBD	37" Stainless Steel Spreader Bar	\$50.00	\$100.00
10	TBD	68x72 Solid Side Panel, Vertical Transfer Door, Counterweight Balance System	\$950.00	\$9,500.00
20	941.SPEC.HALFT.001	Patented Stainless Steel "1/2-T" Drain Cover w/ Bracket, 10" Depth	\$115.00	\$2,300.00
		<b>Double Kennels - On Concrete - Block Walls</b>		
		<b>Walls 127"L x 40.5"H x 4"W - 9"W Trench</b>		
4	962.3672.GATE.001	36x72 HD Galvanized Steel Gate Panel w/ Door, Wire, Full Frame, No Feed Slot	\$350.00	\$1,400.00
30	962.SPEC.GATE.001	35x72 HD Galvanized Steel Gate Panel w/ Door, Wire, Full Frame, No Feed Slot	\$350.00	\$10,500.00
36	TBD	63x31 Solid PVC Flag Panel	\$349.00	\$12,564.00
2	964.3474.PVC.003	36x72 Solid Back Panel, Vertical Transfer Door, Counterweight Balance System	\$626.00	\$1,252.00
15	964.SPEC.PVC.003	35x72 Solid Back Panel, Vertical Transfer Door, Counterweight Balance System	\$626.00	\$9,390.00
2	941.3612.FULLT.001	36" Patented Stainless Steel "Full-T" Drain Cover	\$130.00	\$260.00
15	941.3512.FULLT.001	35" Patented Stainless Steel "Full-T" Drain Cover	\$130.00	\$1,950.00
		<b>- 3rd Party Installation \$14,800.00 (not included in total)</b>		
		<b>Accessories</b>		
		Small Cage Valet (Holds Med, toys, collars, leads, etc)	\$22.25	Per Request
		Large Cage Valet (Holds Med, toys, collars, leads, etc)	\$26.75	Per Request
		Swivel Feeder, Option A, 2 - Quart Double Bowl (Shor-Line Only)	\$178.00	Per Request
		Swivel Feeder, Option B, 1 - Quart Double Bowl	\$174.00	Per Request
		Swivel Feeder, Option C, 4 - Quart Pail, 1 Quart Bowl	\$219.00	Per Request
		<b>OR</b>	<b>OR</b>	<b>OR</b>
		Sliding Feed Tray w/ Cam Locks (Food)	\$65.00	Per Request
		2 QT Pail w/ Kennel Gear Locking Mount (Water)	\$45.00	Per Request
		Pet Cot (Small, 22"x22"); Mesh	\$60.00	Per Request
		Pet Cot (Medium, 22"x39"); Mesh	\$70.00	Per Request
		Pet Cot (Large, 28"x39"); Mesh	\$80.00	Per Request
		Pet Cot (Extra-Large, 30"x46"); Mesh	\$90.00	Per Request
		Cleaning Supplies by Health Technology; Mel Forbes <a href="mailto:mforbes@htproducts.net">mforbes@htproducts.net</a>		
		Computer Software by Atlantis Software; Gretchen Meienburg <a href="tel:419.966.0728">419.966.0728</a>		
		Consulting by MayCastle Consulting; Gretchen Meienburg <a href="mailto:gretchen@maycastleconsulting.com">gretchen@maycastleconsulting.com</a>		
		Kennel Beds by PetCot; Kim Milantoni <a href="mailto:kim@petcot.com">kim@petcot.com</a>		
		List of Experienced Installers by Request		

<b>**Unloading services provided at additional charge</b>	
SUB TOTAL	\$75,712.00
SUBTRACT DISCOUNT	(\$7,571.20)
SUBTRACT ONE TIME LOYALTY DISCOUNT	(\$3,407.04)
**SHIPPING AND HANDLING (Subject to Change)	\$1,795.00
SALES TAX (applicable states listed below)	N/A
TOTAL CONTRACT PRICE	\$66,528.76

Sales tax will be added for the following states:

California, Florida, Georgia, Illinois, Indiana, Kansas, Massachusetts, Missouri, Nevada, New York, Texas, Utah & Washington

Set Up Cost is NOT included in this price. Please contact us for a list of experienced installers.

Manufacturing of material does not start until signed quote, order confirmation, layouts, color selection and 50% deposit are received by T-Kennel.

T-Kennel and or Shor-Line are not responsible for the unloading of materials from the truck / trailer. This will be the soleresponsibility of the buyer or facility.

Authorized Company Signature

Date

## IMPORTANT INFORMATION:

Allow 12 - 14 weeks to receive your order after drawing approval.

T-Kennel's bid is for the materials listed on this quote. NO other material will be provided or is to be implied.

Quote based on standard materials, unless specified. All specials should be noted on the quote or drawing.

There is a 15% restocking fee and the cost of shipping should a product be returned at customer request or error.

All plumbing requirements and fittings are the customer's responsibility.

T-Kennel provides a one year warranty. Inquire for additional details.

Prices within this quote are firm for 60 days.

Prices based on 50% percent down payment (non-refundable deposit). Unless specified.



**Check List:** Make sure there is nothing on the walls where the kennel parts will be assembled, such as fixtures, light switches, widows, etc

**GENERAL INFORMATION:**

If the install is completed by the customer or customer contractor, all the materials (tools) required to complete the install will need to be purchased by the customer.  
T-Kennel **ONLY** provides the hardware.

Estimated time for the installation depends on the skill of the installer.

Set-up by customer or 3rd party. T-Kennel does **NOT** install the kennel materials.

Sealant and hardware included.

T-Kennel's standard gate mounts to the left and opens in or out. Standard gate provided unless specified.

The process in which the kennels are maintained and cleaned can determine the amount of maintenance required.

EXHIBIT B

**SK Installations Inc.**

1921 St. Michaels Rd.  
Lincoln, NE 68512  
402.419.0097

Shannon Kerns  
Owner  
[Sdkerns1@aol.com](mailto:Sdkerns1@aol.com)

Date 01/07/19

Winnebago County Animal Services  
Rockford, IL

**Scope of work provided by SK Installations, Inc.**

- Offloading Shor-Line equipment and move it to designated areas for staging
- Installation of (34) Shor-Line single kennels and (16) side panel transfer doors
- Installation of (17) Shor-Line double kennels with (17) back panel transfer doors
- Anchoring and caulking all joints per manufacturer's specs
- Cleanup of debris and putting in dumpster provided by customer
- All travel related expenses included

Projected start date: Spring/Summer 2019

Contract price: \$ 14,800.00      Full payment due upon completion of work

Please make checks payable to: SK Installations, Inc

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Signature

---

Print name

---

Date

# PROPOSAL

EXHIBIT C



631 CEDAR STREET · ROCKFORD, ILLINOIS 61101 · (815) 963-6844 · FAX: (815) 963-7427

PROPOSAL SUBMITTED TO: Brett J. Frazier

Date: December 14, 2018

NAME	Winnebago County	JOB NAME   Animal Shelter Wall Removal	
ADDRESS	404 Elm Street	ADDRESS   4517 North Main Street	
CITY, STATE	Rockford, IL 61101	CITY   Rockford	STATE   IL
PHONE   319-4114 FAX   319-4381		ARCHITECT	PLANS DATED

We hereby propose to furnish all materials and perform all labor necessary to complete the following:

## Door Replacement

1. Remove 16 - 5'6" x 3'6" partition walls and haul away debris.

**Labor and Material \$3,975.00**

Note: Any rebar that may be embedded in the concrete below the walls will be cut off flush with the floor.

Any wall repair that may be required, which we believe is highly unlikely, (because of original attachment method) where the partition wall is removed from the main wall will be extra.

All the above work to be completed in a workmanlike manner for the sum of: Three thousand nine hundred seventy five dollars and no/cents  
~~~~~ (\$3,975.00) Dollars  
payable as follows: Net 30 days.

Any alteration or deviation from the above specifications involving extra cost of labor or material will be executed only upon written order for same, and will become an extra charge over and above the sum mentioned in this contract. The Contractor agrees to carry Workmen's Compensation insurance, also to pay all Old Age Benefit and Unemployment Compensation Taxes upon the material and labor furnished under this contract, as required by the United State Government and the State in which this work is performed. Owner to carry fire, tornado and other necessary insurance.

It is agreed and understood that in the event of cancellation of this contract by the Owner prior to the start of work for any reason whatsoever that the Contractor is to receive twenty-five percent of the total sales price as liquidated and not as a penalty.

This proposal may be withdrawn if not accepted within 60 Days

Authorized Signature

  
Contractor

## ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which the undersigned agrees to pay this amount mentioned in said proposal, and according to the terms thereof.

Date \_\_\_\_\_ 20 \_\_\_\_\_

# **ECONOMIC DEVELOPMENT COMMITTEE**

# **RESOLUTION**

of the

COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2019-CR-

## **RESOLUTION AUTHORIZING THE COUNTY BOARD CHAIRMAN TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE NORTHERN ILLINOIS LAND BANK AUTHORITY**

WHEREAS, there is a real estate blight problem in Winnebago County, Illinois and Boone County, Illinois that adversely affects economic development in those counties; and

WHEREAS, the County of Boone, the City of Belvidere, and the City of Rockford have each resolved to enter into an intergovernmental agreement with the County of Winnebago to create and establish an intergovernmental entity to administer and operate a land bank for the purpose of taking a comprehensive approach in reducing the number of blighted properties in Boone and Winnebago counties, and to bolster economic development in those counties; and

WHEREAS, other communities and counties in the State of Illinois have been successful in reducing the number of blighted properties within their boundaries through to use of land banks established by intergovernmental agreements; and

WHEREAS, it is in the best interests of the citizens of Winnebago County, Illinois for the County of Winnebago to enter into an intergovernmental agreement with the County of Boone, the City of Belvidere, and the City of Rockford to establish an intergovernmental entity to operate and administer a land bank for the purpose of reducing the number of blighted properties within Winnebago and Boone counties, with the goal of advancing economic development throughout those counties.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is hereby authorized and directed to, on behalf of the County of Winnebago, execute an intergovernmental agreement with the County of Boone, the City of Belvidere, and the City of Rockford to establish an entity to be known as the Northern Illinois Land Bank Authority

BE IT FURTHER RESOLVED, that any intergovernmental agreement entered into pursuant to the authority granted in this Resolution shall contain substantially the same terms as the intergovernmental agreement attached hereto 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 County Board Chairman Frank Haney and the County Auditor.

Respectfully submitted,

ECONOMIC DEVELOPMENT COMMITTEE

**AGREE**

**DISAGREE**

\_\_\_\_\_  
Fred Wescott, Chairman

\_\_\_\_\_  
Fred Wescott, Chairman

\_\_\_\_\_  
Paul Arena

\_\_\_\_\_  
Paul Arena

\_\_\_\_\_  
Jas Bilich

\_\_\_\_\_  
Jas Bilich

\_\_\_\_\_  
John Butitta

\_\_\_\_\_  
John Butitta

\_\_\_\_\_  
Jean Crosby

\_\_\_\_\_  
Jean Crosby

\_\_\_\_\_  
Dan Fellars

\_\_\_\_\_  
Dan Fellars

\_\_\_\_\_  
Burt Gerl

\_\_\_\_\_  
Burt Gerl

\_\_\_\_\_  
Tim Nabors, Jr.

\_\_\_\_\_  
Tim Nabors, Jr.

\_\_\_\_\_  
Dorothy Redd

\_\_\_\_\_  
Dorothy Redd

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

ATTEST:

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

## **INTERGOVERNMENTAL AGREEMENT AND BY-LAWS**

### **AN AGREEMENT TO ESTABLISH THE NORTHERN ILLINOIS LAND BANK AUTHORITY**

This Intergovernmental Contract and By-Laws Agreement is entered this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and among the undersigned units of local government (each a “Member”) for the purpose of creating and establishing an intergovernmental entity to administer and operate a land bank in member communities (“Region”). The land bank will be a separate entity whose purpose will be to administer and carry out the objectives of this Agreement, in accordance with the terms of this Agreement, as written or amended in accordance with its terms. This Agreement is made pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 (the “Constitution”) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) (the “Act”) and has been authorized by the corporate authorities of each Member.

**WHEREAS**, in recent years a substantial number of properties in the Region have become vacant, dilapidated, and non-revenue generating; and

**WHEREAS**, these properties contain numerous violations of health and safety ordinances, contribute to the blight and deterioration within the Region, and impose a significant economic burden upon municipalities within the Region; and

**WHEREAS**, there exists within the Region the need for (i) the creation of safe, decent housing for existing and future residents, (ii) the return of abandoned properties to productive use including, but not limited to, the payment of tax revenues, (iii) opportunities for the revitalization of deteriorating residential, retail, industrial and commercial neighborhoods, and (iv) available properties for use as public parks, green spaces, water retention and other public purposes; and

**WHEREAS**, the Members desire to enter into this cooperation agreement to create an intergovernmental entity as a land banking authority in order to address most efficiently and effectively these needs within the Region; and

**WHEREAS**, the Members agree that the establishment of such an authority would be beneficial to the people and local governments within the Region; and

**WHEREAS**, for administrative purposes, the Region 1 Planning Council shall be the Land Bank fiscal agent; and

**NOW, THEREFORE**, the Members agree to the following terms in accordance with the authority set forth in the Illinois Constitution and laws of the State of Illinois:

## **ARTICLE I** **AUTHORITY**

**Section 1.01. Authority.** This Agreement is entered into pursuant to the authority set forth in Article VII, Section 10 of the Illinois Constitution and the laws of the State of Illinois set forth in 5 ILCS 220/1 *et seq.*, and the authority granted to governments by Constitutional and statutory powers.

## **ARTICLE II** **PURPOSE**

**Section 2.01. Purpose.** Pursuant to and in accordance with this Agreement, the Members shall jointly form and operate a land banking authority, named Northern Illinois Land Bank Authority (the “Land Bank”), to foster the public purpose of combating community deterioration by returning property to productive use in order to provide open space, housing, industry, and employment for citizens within the Region.

**Section 2.02. Duties.** In carrying out its purpose, the Land Bank shall, in accordance with applicable laws, codes, policies and procedures approved by the Land Bank Board and otherwise without limitation, acquire, manage and dispose of certain real and personal property and perform other functions, services, and responsibilities as may be assigned to the Land Bank by its Members.

## **ARTICLE III** **CREATION OF THE LAND BANK**

**Section 3.01. Creation and Legal Status of the Land Bank.** The Members agree to cause the creation of the Land Bank as an intergovernmental entity to implement the functions, services, and responsibilities contemplated by this Agreement.

**Section 3.02. Title to Land Bank Assets.** Except as otherwise provided in this Agreement, the Land Bank shall have exclusive title to all real property transferred to, purchased by, or otherwise acquired by the Land Bank. No Member shall have an ownership interest in any real or personal property held in the Land Bank’s name.

**Section 3.03. Compliance with Law.** The Land Bank shall comply with all applicable federal and State laws, rules, regulations, and orders.

**Section 3.04. Relationship of Members.** The Members agree that no Member shall be responsible or liable, in whole or in part, for the acts of the Land Bank, or the employees, agents, and servants of the Land Bank, or any other Member acting separately or in conjunction with the implementation of this Agreement. The Members shall only be bound and obligated under this Agreement as expressly agreed to by each Member. No Members may obligate any other Member. No member shall be obligated or liable for any debt, obligation, or liability of the Land Bank.



**Section 3.05. No Third-Party Beneficiaries.** Except as otherwise specifically provided, this Agreement does not create in any person or entity other than a Member any direct or indirect benefit, obligation, duty, promise, right to be indemnified, right to be subrogated to any Member's rights under this Agreement, and/or any other right or benefit.

#### **ARTICLE IV** **POWERS OF THE LAND BANK**

**Section 4.01. Powers of the Land Bank.** The Members hereby confer upon the Land Bank, to the full extent of the Member's constitutional and statutory authority, the authority to do all things necessary or convenient to implement the purposes, objectives, and provisions of this Agreement, and take all related actions. Among other powers, the Land Bank shall exercise and enjoy the authority of its home rule Members to:

- (a) Purchase, accept or otherwise acquire real and personal property from any entity, including, but not limited to, other governmental units and private third parties;
- (b) Hold real and personal in its name of the Land Bank for the purposes set forth herein;
- (c) Sell real and personal property held by the Land Bank to any entity, including, but not limited to, other governmental units and private third parties;
- (d) Hold property exempt from real estate taxes pursuant to the Property Tax Code, 35 ILCS 200/1-1 *et. seq.*;
- (e) Extinguish past due tax liens to the extent permitted by Illinois law, including but not limited to exercise of authority provided in 35 ILCS 200/21-95;
- (e) Exercise the statutory authority of its Members to take removal action, lien property, foreclose on liens, and petition a Circuit Court for a declaration of abandonment pursuant to 65 ILCS 5/11-31-1(d), as an agent of an individual Member;
- (f) Sue and be sued in its own name, including, defending the actions of the Land Bank;
- (g) Borrow money and issue notes through the Land Bank, and secure debt by mortgaging Land Bank property;
- (h) Enter into contracts and other instruments in any capacity, necessary, incidental, or convenient to the performance of the Land Bank's duties and the exercise of its powers, including, but not limited to, agreements with Members or other local governments regarding the disposition of Land Bank properties located within their respective municipal boundaries;
- (i) Solicit and accept gifts, grants, labor, loans, and other aid from any person or entity, or the federal government, the State of Illinois, or a political subdivision of the State of Illinois, or any agency of the federal government;

- (j) Procure insurance or another method to reduce loss in connection with the property, assets, or activities of the Land Bank;
- (k) Invest money of the Land Bank, in instruments, obligations, securities, or property which are permitted investments of a unit of local government;
- (l) Employ and terminate employment of any legal and technical consultants, other officers, agents, or employees, to be paid from the funds of the Land Bank. The Land Bank shall determine the qualifications, duties, and compensation of those it employs. The Board of Trustees of the Land Bank may delegate to one or more, officers, agents, or employees any powers or duties it considers proper;
- (m) Contract for goods and services and engage personnel as necessary, to be paid from the funds of the Land Bank;
- (n) Study, develop, and prepare any reports or plans the Land Bank considers necessary to assist it in the exercise of its powers under this Agreement and to monitor and evaluate the progress of the Land Bank under this Agreement;
- (o) Enter into contracts for the demolition of, the maintenance, management, and improvement of, the collection of rent from, or the sale of real property held by the Land Bank;
- (p) Acquire properties, without a cash bid, from the County Trustee for Taxing Districts, through the entity appointed as Tax Agent pursuant to 35 ILCS 200/21-90,
- (q) Exercise authority held by county Members pursuant to 35 ILCS 200/21-90, in concert with any Tax Agent that has been retained by the county Member to act on its behalf pursuant to 35 ILCS 200/21-90;
- (r) Collect a membership and/or a transaction fee from Member, and;
- (s) Do all other things necessary or convenient to achieve the objectives and purposes of the Land Bank or other laws that relate to the purposes and responsibilities of the Land Bank.

**Section 4.02. Limitation on Political Activities.** The Land Bank shall not spend any public funds on political activities.

**Section 4.03. Non-Discrimination.** The Land Bank shall comply with all applicable laws prohibiting discrimination. The Land Bank shall not fail or refuse to hire, recruit, or promote; demote; discharge; or otherwise discriminate against a person with respect to employment, compensation, or a term, condition, or privilege of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, disability, or genetic information that is unrelated to the person's ability to

perform the duties of a particular job or position. The Land Bank shall not provide services in a manner that discriminates against a person with respect to employment, compensation, or a term, condition, or privilege of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, disability, or genetic information that is unrelated to the person's ability to receive services from the Land Bank.

## **ARTICLE V**

### **BOARD OF TRUSTEES**

**Section 5.01. Land Bank Board Composition.** The Land Bank shall be governed by the Board of Trustees (the “Board”), which shall be appointed as follows:

As a Member, Winnebago County’s Board Chairman shall appoint by resolution of its governing body one (1) representative to serve for a three-year term as Trustee of the Land Bank.

As a Member, Boone County’s Board Chairman shall appoint by resolution of its governing body one (1) representative to serve for a three-year term as Trustee of the Land Bank.

As a Member, the City of Rockford’s Mayor shall appoint by resolution of its governing body one (1) representatives to serve for a three-year term as Trustee of the Land Bank.

As a Member, the City of Belvidere’s Mayor shall appoint by resolution of its governing body one (1) representatives to serve for a three-year term as Trustee of the Land Bank.

As the host organization of the Land Bank, the Region 1 Planning Council’s Executive Director shall serve as the Presiding Officer of the Land Bank. The representative appointed by Region 1 Planning Council shall not have a voting interest on the Board.

All other local government Members (“Additional Member”) shall each appoint, by resolution of their governing bodies, one (1) representative to serve for a three-year term as a Trustee of the Land Bank. If a local government Member has a population of less than 6,000, the appointed Trustee shall be an ex-officio member. Ex-officio members shall not have a vote during Board of Trustee meetings. Refer to Section 11.02 for admittance procedures for Additional Members.

All Trustees serve until a successor is appointed. All Trustees shall have equal voting rights, with the exception of the Region 1 Planning Council Executive Director and any ex-officio member. The Presiding Officer and the Ex-Officio Members shall not have a vote. A Trustee may assign his/her voting powers to a proxy for one or more meetings. The temporary proxy assignment must be in written form, identify the duration of the assignment, contain an original signature of the Trustee, and be

presented to the Presiding Officer of the Land Bank's Board of Trustees prior to the effective date of the assignment.

**Section 5.02. Removal.** A Trustee of the Land Bank Board appointed under Section 5.01 may be removed for any reason deemed in the best in interests of the Land Bank by action of the Board of Trustees.

**Section 5.03. Vacancies.** Any vacancy among the Board caused by death, resignation, disqualification, or removal shall be filled as soon as practicable. The vacancy shall be filled for the remainder of the unexpired term in the same manner as the original appointment.

**Section 5.04. Duties of Officers.**

- (a) Presiding Officer. The Presiding Officer shall be the principal executive officer of the Land Bank and shall preside at all meetings of the Board of Trustees. Subject to any policies adopted by the Board of Trustees, the Presiding Officer shall have the right to supervise and direct the management and operation of the Land Bank and to make all decisions as to policy and operations which may arise between meetings of the Board of Trustees. Unless otherwise provided by the Board, the officers and employees shall be under the Presiding Officer's supervision and control. The Presiding Officer shall give, or cause to be given, notice of all meetings of the Board of Trustees. The Presiding Officer's duties shall include execution of all deeds, leases, contracts and other documents that arise in the normal course of business for the Land Bank, subject to limits and direction provided by the Board. The Presiding Officer shall perform such other duties and have such other authority and powers as the Board of Trustees may from time to time prescribe.

The Presiding Officer shall be responsible for the administrative functions of the Land Bank including record keeping, correspondence, document maintenance, website, general information dissemination to the public, other supportive services to the Land Bank member agencies, and the financial record keeping in coordination with the Region Planning Council staff. The Presiding Officer, or designee, shall schedule meetings, prepare agendas, issue notices, prepare minutes and generally ensure that all meetings are conducted in accordance with the Illinois Open Meetings Act.

- (b) Treasurer. The Treasurer shall be responsible for all of the following tasks:

1. The Treasurer shall be elected from the pool of Trustees, by a majority vote of the Board of Trustees, to serve a two-year term.
2. The Treasurer shall be responsible financial oversight of the Land Bank. The Treasurer shall ensure the Land Bank has the custody of the Land Bank funds and securities and shall ensure that the Land Bank keeps full and accurate accounts of receipts and disbursements of the Land Bank, and shall ensure that all the deposit of monies and other valuables are in the name and to the

credit of the Land Bank into depositories designated by the Region 1 Planning Council.

3. The Treasurer shall ensure the disbursement of funds of the Land Bank as ordered by the Board of Trustees, and that financial statements are prepared each month or at such other intervals as the Board of Trustees shall direct.
4. The Treasurer shall be under the supervision of the Presiding Officer. The Treasurer shall perform such other duties and have such other authority and powers as the Board of Trustees may from time to time prescribe or as the Presiding Officer may from time to time delegate.

**Section 5.05. Meetings.** The Land Bank Board shall meet at least quarterly. The place, date, and time of the Land Bank Board's meetings shall be determined at the discretion of the Land Bank Board in accordance with all applicable Illinois laws. The Land Bank Board may meet at any time and at any frequency that is consistent with Illinois law. Meetings may be called by the Presiding Officer or any two voting members of the Land Bank Board. To the extent it applies, meetings shall be held in compliance with the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.* ("Open Meetings Act").

**Section 5.06. Quorum and Voting.** A quorum shall be necessary for the transaction of any business by the Land Bank Board. A majority of the voting members of the Land Bank Board shall constitute a quorum for the transaction of business. Except as otherwise provided in this Agreement, the Land Bank Board shall only act: 1) in meetings attended by a quorum of the Board; and 2) by a majority vote of all Trustees present. The Board can permit electronic or remote attendance in accordance with the Open Meetings Act.

**Section 5.07. Records of Meetings.** Minutes shall be transcribed for all meetings, approved by the Land Bank Board, and maintained by the Land Bank.

**Section 5.08. Fiduciary Duty.** The members of the Land Bank Board have a fiduciary duty to conduct the activities and affairs of the Land Bank in the Land Bank's best interests. The members of the Land Bank Board shall discharge their duties in good faith and with the care an ordinarily prudent individual would exercise under similar circumstances.

**Section 5.09. Compensation.** The members of the Land Bank Board shall receive no compensation for the performance of their duties. The Land Bank may reimburse members of the Land Bank Board for actual and necessary expenses incurred in the discharge of their official duties.

**Section 5.10. Conflict of Interest.** No member of the Land Bank Board shall vote on any matter in which such Trustee or any parent, spouse, child, partner, employer, client or similar business or personal relationship or entity has an interest in any property or business that would be affected by such action. Trustees shall annually disclose all known conflicts of interest. In the event that a Trustee abstains from a specific vote due to a conflict of interest, the conflict shall be identified in the Board's meeting minutes.

## **ARTICLE VI**

### **POWERS AND DUTIES OF THE REGION 1 PLANNING COUNCIL**

The Region 1 Planning Council (RPC) shall supervise and coordinate the activities of the Land Bank and coordinate fiscal affairs of the Land Bank.

The RPC Executive Director shall be the Presiding Officer of the Land Bank and have the responsibility to direct the work of RPC staff for Land Bank activities. The Land Bank will rely on RPC staff for operations and overhead. RPC is expected to bill the Land Bank for employee (including Land Bank Director) costs related to operations, residual overhead, facility use, and other related costs.

The Region 1 Planning Council shall serve as the fiscal, operational and administrative agent and be responsible including but not limited to coordination of human resources, payroll, finance, benefits, IMRF and legal services as well as adjunct services of the Land Bank, including record keeping, correspondence, local funding disbursement and management, document maintenance, general information dissemination to the public, auditing, financial reporting and other supportive services.

## **ARTICLE VII**

### **PROPERTY ACQUISITION, MANAGEMENT, AND DISPOSITION**

**Section 7.01. Acquisition of Property.** Except as otherwise provided in this Agreement, the Land Bank may exercise the powers of its Members, including but not limited to its home rule Members, to acquire by gift, devise, transfer, exchange, foreclosure, purchase, or any other means real or personal property or rights or interests in real or personal property on terms and conditions and in a manner the Land Bank considers proper or necessary to carry out the purposes of this Agreement. Unless otherwise indicated by the Board, the Land Bank will exercise the authority of its home rule Members to acquire, hold, and dispose of real property. Real property acquired by the Land Bank by purchase may be made by purchase contract, lease purchase agreement, installment sales contract, land contract, donative transfer, grant, or otherwise. Home rule Members transfer and jointly exercise its authority to acquire and own real property outside of its corporate boundaries for the Land Bank, as directed by the Land Bank Board of Trustees pursuant to this Agreement.

**Section 7.02. Execution of Legal Documents Relating to Property.** All deeds, mortgages, contracts, leases, purchases, or other agreements regarding property of the Land Bank, including agreements to acquire or dispose of real property, shall be approved by and executed in the name of the Northern Illinois Land Bank Authority in accordance with policies and procedures that are approved by the Land Bank Board.

**Section 7.03. Holding and Managing Property.** The Land Bank may exercise the authority of its home rule Members to hold and own in the Land Bank's name any property acquired by the Land Bank or otherwise transferred or conveyed to the Land Bank by a government unit, an intergovernmental entity, or any other public or private person or entity. Exercising the home



rule authority of its Members, the Land Bank may control, hold, manage, maintain, operate, repair, lease, convey, demolish, relocate, rehabilitate, or take all other actions necessary to preserve the value of the property it holds or owns.

**Section 7.04. Transfer of Interests in Property.** The Land Bank may exercise the authority of its home rule Members to convey, sell, transfer, exchange, lease, or otherwise dispose of property or rights or interests in property in which the Land Bank holds a legal interest to any public or private person or entity for any amount of consideration the Land Bank considers appropriate and consistent with the policies and procedures approved by the Board of Trustees.

**Section 7.05. Trustee Approval and Veto Authority.** Notwithstanding any other provision herein, the Land Bank may not acquire or sell any property within the corporate limits of a Member jurisdiction without the prior consent, in writing, from the Trustee representing that Member jurisdiction.

## **ARTICLE VIII**

### **BORROWING, CHECKS, DEPOSITS AND FUNDS**

**Section 8.01. Bonding and Borrowing.** Any borrowing of money or notes by the Land Bank shall be approved by the Board of Trustees.

**Section 8.02. Checks, Drafts, Notes, Etc.** All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Land Bank shall be signed by such officer or officers, agent or agents, of the Land Bank and in such other manner as may from time to time be determined by resolution of the Board of Trustees. In the absence of such determination by the Board of Trustees, such instruments shall be signed by the Region 1 Planning Council Executive Director and countersigned by the Treasurer of the Land Bank. The Board of Trustees shall require all individuals who handle funds of the Land Bank to qualify for a security bond to be obtained by the Land Bank, at the expense of the Land Bank, in an amount not less than \$100,000.00.

**Section 8.03. Deposits.** All funds of the Land Bank shall be deposited from time to time to the credit of the Land Bank in such banks, trust companies or other depositories as the Region 1 Planning Council, as fiscal agent, may direct.

**Section 8.04. Gifts.** The Land Bank may acquire by gift, bequest, or devise any real or personal property or interests in real or personal property for the general purposes or for any special purpose of the Land Bank on terms and conditions and in a manner the Board of Trustees considers appropriate.

## **ARTICLE IX**

### **BOOKS, RECORDS, AND FINANCES**

**Section 9.01. Land Bank Records.** The Land Bank shall keep and maintain at its principal office, all documents and records of the Land Bank, which shall be available to the Members

upon request. The records shall include, but not be limited to, a copy of this Agreement along with any amendments to the Agreement. The records and documents shall be maintained until the termination of this Agreement and shall be delivered to any successor entity.

**Section 9.02. Annual Reports.** Not less than annually, the Land Bank shall file with the Members a report detailing the activities of the Land Bank, the total income and expenses of the Land Bank, an inventory of real property held by the Land Bank, and a list of employees of the Land Bank. The Land Bank shall provide any additional information as may be reasonably requested by the Members.

**Section 9.03. Freedom of Information Act.** To the extent that the Illinois Freedom of Information Act (FOIA), 5 ILCS 140/1 *et seq.*, applies to the Land Bank, the Secretary shall be the designated FOIA officer for all requests.

**Section 9.04. Establishment of Budget and Annual Contribution.** The Land Bank Board shall establish the Land Bank's budget annually and submit this budget to the Members for each Fiscal Year. The Budget may be amended by action of the Board. The Budget may provide for requested annual contributions, if any, from the Members, as approved by the Board.

**Section 9.05. Financing.** The Members may, but shall not be obligated to, grant or loan funds to the Land Bank for operations of the Land Bank. The Members may, but shall not be obligated to, enter into separate agreements with the Region 1 Planning Council for the performance of services, functions and responsibilities related to project or operations of the Land Bank.

**Section 9.06. Deposits and Investments.** The Land Bank shall deposit and invest funds of the Land Bank, not otherwise employed in carrying out the purposes of the Land Bank, in accordance with an investment policy established by the Region 1 Planning Council, as fiscal agent.

**Section 9.07. Disbursements.** Disbursements of funds shall be in accordance with guidelines established by the Land Bank Board.

**Section 9.08. Financial Statements and Reports.** As the fiscal agent, the RPC shall include the Land Bank as a part of the annual audit of the Region 1 Planning Council. Such financial statements shall be prepared in accordance with generally accepted accounting principles and accompanied by a written opinion of an independent certified public accounting firm.

**Section 9.09. Fiscal Year.** The fiscal year of the Land Bank shall begin on July 1 of each year and end on the following June 30.



## **ARTICLE X**

### **INDEMNITY AND INSURANCE**

**Section 10.01. General.** Notwithstanding any provision in this Agreement to the contrary, individuals who serve as Trustees, officers, employees and agents shall have all rights of indemnification and defense provided under law.

**Section 10.02. Third Party Actions.** The Land Bank shall hold harmless, defend and indemnify any person or Member, who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, administrative or investigative (other than an action by or in the right of the Land Bank) by reason of the fact that he, she or it is or was a Trustee, officer, member, employee or agent of the Land Bank, or who is or was serving at the request of the Land Bank as a Trustee, officer, employee, or agent of another Land Bank, partnership, joint venture, trust or other enterprise, against any amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Land Bank.

**Section 10.03. Insurance.** As the Land Bank's fiscal agent, the RPC shall purchase and maintain insurance on behalf of any person who is or was a Trustee, officer, employee or agent of the Land Bank, or who is or was serving at the request of the Land Bank as a Trustee, officer, employee or agent of another Land Bank, partnership, joint venture, trust or other enterprise, against any liability asserted against him/her and incurred by him/her in any such capacity, or arising out of his or her status as such.

**Section 10.04. No Waiver of Governmental Immunity.** The Members agree that no provision of the Agreement is intended, nor shall it be construed, as a waiver by any Member of any governmental immunity provided under any applicable law.

## **ARTICLE XI**

### **COMMENCEMENT ADDITIONAL MEMBERS AND WITHDRAWALS**

**Section 11.01. Commencement.** The Land Bank shall commence its existence as an intergovernmental entity when two (2) or more of the Members, whose names are set forth on Exhibit "A," attached to and made a part of this Agreement have, by acts of their Corporate Authorities, approved this Intergovernmental Agreement and By-Laws document. Once in existence, the initial term of the Land Bank shall be for the remainder of that portion of the fiscal year to come, which shall end June 30<sup>th</sup>.

**Section 11.02. Additional Members.** The Board of Trustees may admit Members as members of the Land Bank upon a concurrence of at least two-thirds (2/3) of all voting members of the Board of Trustees, appointed and serving. The Member may be admitted to membership under whatever terms and conditions the Board of Trustees shall establish, but such new Members shall be subject to at least the minimum requirements, which apply to all other Members.

**Section 11.03. Withdrawal as a Party.** Any Member to this Agreement shall have the right to withdraw as a party to this Agreement, and thereby terminate its participation in the Land Bank at the expiration of the first term and thereafter at any subsequent one-year term by giving sixty (60) calendar days advance written notice to all other parties to this Agreement. Upon the effective withdrawal of any Member to this Agreement, the Member so withdrawing will forfeit any and all rights to whatever funds or other assets the Member has contributed to the Land Bank. To the extent that any withdrawing Member incurs an obligation to the Land Bank prior to withdrawal, said Member shall remain legally and financially responsible for that obligation after withdrawal.

**Section 11.04. Expulsion of Members.** By the concurring vote of at least two-thirds (2/3) of the entire voting members of the Board of Trustees, in each case appointed and serving, any Member may be expelled. Such expulsion may be carried out for one or more of the following reasons: (a) Failure to make payments due to the Land Bank; (b) Failure to transfer property to the Land Bank which it had previously agreed in writing to do; (c) Failure to maintain or clear property, prior to transfer to the Land Bank or at any time for which it had made a written pledge to carry out such activities; (d) Failure to carry out any obligation of a Member which impairs the ability of the Land Bank to carry out its purpose or powers. No Member may be expelled except after notice from the Presiding Officer of the alleged failure, along with a reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The Member may request a hearing before the Board of Trustees before any decision is made as to whether the expulsion shall take place. The Board shall set the date for hearing which shall not be less than fifteen (15) days after the expiration of the time to cure has passed. The decision by the Board to expel a Member after notice and hearing and a failure to cure the alleged defect shall be final in the absence of fraud or a gross abuse of discretion. The Board of Trustees shall select the date at which the expulsion of the Member shall be effective. If the motion to expel the Member, made by the Board of Trustees or a subsequent motion does not state the time at which the expulsion shall take place, such expulsion shall take place thirty (30) days after the date of the vote of the Board of Trustees expelling the Members. A motion to expel a Member for the reasons set forth in Subsection (a) or Subsection (d) or more than one failure to cure may be made and be effective immediately after the vote of the Board of Trustees expelling the Member. After expulsion, the former Member shall continue to be fully obligated for its portion of any payments due to the Land Bank or other obligations which were created during the time of its membership.

## **ARTICLE XII**

### **AMENDMENTS TO AGREEMENT**

**Section 12.01. Amendments.** Any amendments to this Agreement shall be in writing and shall have a concurrence of at least two-thirds (2/3) of all voting Trustees, appointed and serving.

**ARTICLE XIII**  
**DURATION, TERMINATION AND DISSOLUTION OF AGREEMENT**

**Section 13.01. Duration of Agreement.** Except for the initial period of the Land Bank's existence, which extends until the beginning of the first complete fiscal year on July 1<sup>st</sup>, this Agreement shall remain in full force and effect for periods of one (1) fiscal year. At the beginning of each fiscal year, the Agreement shall be renewed automatically unless terminated in accordance with the provisions of this Agreement.

**Section 13.02. Decision to Dissolve.** A decision to dissolve the Land Bank and to distribute the Land Bank's assets in a particular manner in accordance with this Agreement shall require a concurring vote of at least two-thirds (2/3) of all voting members of the Board of Trustees, appointed and serving, and provided that written notice of such meeting has included a full description of the plan of dissolution.

**Section 13.03. Dissolution and Distribution of Assets.** In the event this Agreement is terminated, the Land Bank shall dissolve and conclude its affairs, first paying all of the Authorities' debts, liabilities, and obligations to its creditors and then paying any expenses incurred in connection with the termination of the Land Bank. If any assets remain, they shall be distributed to any successor entity, subject to a concurring vote of at least two-thirds (2/3) of the entire voting members of the Board of Trustees in each case appointing and serving. In the event that no successor entity exists, the remaining assets shall be distributed to the Members or in a manner as otherwise agreed upon by them.

**ARTICLE XIV**  
**MISCELLANEOUS**

**Section 14.01. Notices.** Any and all correspondence or notices required, permitted, or provided for under this Agreement to be delivered to any Member shall be sent to that Member by first-class mail. All correspondence shall be considered delivered to a Member as of the date that such notice is deposited with sufficient postage with the United States Postal Service. Any notice of withdrawal shall be sent via certified mail. Correspondence or notices shall be sent to the persons and addresses indicated below or to such other addresses as a Member shall notify the other Members of in writing pursuant to the provisions of this section:

If to Winnebago County:

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If to Boone County:

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If to City of Rockford:

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If to City of Belvidere:

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If to the \_\_\_\_\_:

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**Section 14.02. Entire Agreement.** This Agreement sets forth the entire agreement between the Members and supersedes any and all prior agreements or understandings between them in any way related to the subject matter of this Agreement. The terms and conditions of this Agreement are contractual.

**Section 14.03. Interpretation of Agreement.** All powers granted to the Land Bank under this Agreement shall be interpreted broadly to effectuate the intent and purposes of the Agreement and not to serve as a limitation of powers. The language of all parts of this Agreement shall in all cases be construed as a whole according to its plain and fair meaning and not construed strictly for or against any Member.

**Section 14.04. Severability of Provisions.** The invalidity of any clause, sentence, paragraph, subdivision, section, or portion thereof, shall not affect the validity of the remaining provisions of this Agreement.

**Section 14.05. Governing Law.** This Agreement is made and entered into in the State of Illinois and shall in all respects be interpreted, enforced, and governed under the laws of the State of Illinois without regard to the doctrines of conflict of laws. Jurisdiction and agreed upon venue shall be in the Circuit Court of Winnebago County.

**Section 14.06. Captions and Headings.** The captions, headings, and titles in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning or to be interpreted as part of this Agreement.

**Section 14.07. Terminology.** All terms and words used in this Agreement, regardless of the number, are deemed to include any other number as the context may require.

**Section 14.08. Effective Date.** This Agreement shall become effective as of the date of approval below.

**Section 14.09. Binding Land Bank.** The individuals executing this Agreement on behalf of the Members represent that they have the legal power, right, and actual Land Bank to bind their respective Member to the terms and conditions of this Agreement.

**Section 14.10. Counterparts.** This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

[REMAINDER LEFT BLANK]

This Intergovernmental Contract and By-Laws Agreement was Approved by the  
Corporate Authorities of the \_\_\_\_\_ of \_\_\_\_\_ on the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Mayor/President/Chairman

\_\_\_\_\_  
Attest

## **EXHIBIT A**

### **LIST OF MEMBERS**

County of Winnebago, Illinois

County of Boone, Illinois

City of Rockford, Illinois

City of Belvidere, Illinois

# **FINANCE COMMITTEE**



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

Submitted by: Finance Committee

2019 CR

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**RESOLUTION AUTHORIZING SETTLEMENT OF A CLAIM  
AGAINST THE COUNTY OF WINNEBAGO ENTITLED  
PATRICIA DIMARIO VERSUS WINNEBAGO COUNTY**

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**WHEREAS**, the County of Winnebago, Illinois, is involved in having claims asserted against it by Patricia DiMario for injuries allegedly sustained while in the employment of the Circuit Clerk's Office; and,

**WHEREAS**, the Plaintiff has offered to settle the above claim against the County of Winnebago for consideration payable in the amount of \$15,394.99 for the settlement funding for a Workers Compensation case; and,

**WHEREAS**, counsel for the County of Winnebago recommends that it is in the best interest of the County of Winnebago to settle the above referenced claims upon the terms of the proposed settlement.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that it does hereby authorize settlement of the claims entitled Patricia DiMario versus County of Winnebago for injuries allegedly sustained by Patricia Dimario while in the employment of Circuit Clerk's Office by payment of the amount of \$15,394.99 for the settlement for permanent disability for a Workers Compensation case.

**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 authorized to prepare and deliver certified copies of this Resolution to the County Auditor, Director of Purchasing, Human Resources Director, and Williams & McCarthy.

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

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JAIME SALGADO, CHAIRMAN

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JAIME SALGADO, CHAIRMAN

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DAVE FIDUCCIA

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DAVE FIDUCCIA

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JOE HOFFMAN

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JOE HOFFMAN

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BURT GERL

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BURT GERL

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DAVE BOOMER

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DAVE BOOMER

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STEVE SCHULTZ

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STEVE SCHULTZ

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KEITH McDONALD

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KEITH MC DONALD

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**The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2019.**

**ATTESTED BY:**

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

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

**2019 Fiscal Year**

Sponsored by:

Jaime Salgado, Finance Committee Chairman

Finance: January 23, 2018

Lay Over: January 24, 2018

**Final Vote: February 14, 2019****2019 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, 2019 and recommends its adoption.

**ORDINANCE**

**WHEREAS**, the Winnebago County Board adopted the “Annual Budget and Appropriation Ordinance” for the fiscal year ending September 30, 2019 at its September 27, 2018 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.

**2019-014 Veterans Assistance Fund**

**Reason:** Additional expenditures requested by Veterans Assistance Superintendent

**Alternative:** Expenditures could be limited to current year revenue

**Impact to fiscal year 2020 budget:** Unless expenditures are reduced to revenues received, fund balance would be nearly depleted at the end of fiscal year 2020.

**Revenue Source:** Property taxes/ Veterans Assistance Fund Balance

| <b><u>Acct Description</u></b> | <b><u>Org</u></b> | <b><u>Obj</u></b>               | <b><u>Pri</u></b> |                         |
|--------------------------------|-------------------|---------------------------------|-------------------|-------------------------|
| Other Professional Services    | 48100             | 43190                           |                   | 129,411                 |
|                                |                   | <b><u>Total Adjustment:</u></b> |                   | <b><u>\$129,411</u></b> |

**(AGREE)**

Respectfully Submitted,  
**FINANCE COMMITTEE**  
**(DISAGREE)**

\_\_\_\_\_  
JAIME SALGADO,  
FINANCE CHAIRMAN

\_\_\_\_\_  
JAIME SALGADO,  
FINANCE CHAIRMAN

\_\_\_\_\_  
DAVID FIDUCCIA

\_\_\_\_\_  
DAVID FIDUCCIA

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JOE HOFFMAN

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JOE HOFFMAN

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BURT GERL

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DAVID BOOMER

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DAVID BOOMER

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STEVE SCHULTZ

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STEVE SCHULTZ

\_\_\_\_\_  
KEITH McDONALD

\_\_\_\_\_  
KEITH McDONALD

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2019.

ATTESTED BY:

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

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

2019  
WINNEBAGO COUNTY  
FINANCE COMMITTEE  
REQUEST FOR BUDGET AMENDMENT

| DATE SUBMITTED: 1/23/2019 AMENDMENT NO: 2019-014 |                               |                              |                   |                                      |                               |                        |                                                            |
|--------------------------------------------------|-------------------------------|------------------------------|-------------------|--------------------------------------|-------------------------------|------------------------|------------------------------------------------------------|
| DEPARTMENT: Veterans Assistance                  |                               |                              |                   | SUBMITTED BY: Steve Thomas           |                               |                        |                                                            |
| FUND#: 0181                                      |                               |                              |                   | DEPT. BUDGET NO. 48100               |                               |                        |                                                            |
| Department<br>Org Number                         | Object<br>(Account)<br>Number | Object (Account) Description | Adopted<br>Budget | Amendments<br>Previously<br>Approved | Revised<br>Approved<br>Budget | Increase<br>(Decrease) | Revised<br>Budget after<br>Approved<br>Budget<br>Amendment |
| 48100                                            | 43190                         | Other professional services  | \$280,000         | \$0                                  | \$280,000                     | \$129,411              | \$409,411                                                  |
|                                                  |                               |                              |                   |                                      |                               |                        |                                                            |
|                                                  |                               |                              |                   |                                      |                               |                        |                                                            |
|                                                  |                               |                              |                   |                                      |                               |                        |                                                            |
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|                                                  |                               |                              |                   |                                      |                               |                        |                                                            |
|                                                  |                               |                              |                   |                                      |                               |                        |                                                            |
|                                                  |                               |                              |                   |                                      |                               |                        |                                                            |
|                                                  |                               |                              |                   |                                      |                               |                        |                                                            |
| TOTAL ADJUSTMENT:                                |                               |                              |                   |                                      |                               | \$ 129,411             | \$ 409,411                                                 |

| Original<br>Budget | Budget<br>Amendments to<br>Date Including<br>Above Proposed<br>Amendment | Proposed<br>Revised<br>Budget |
|--------------------|--------------------------------------------------------------------------|-------------------------------|
|--------------------|--------------------------------------------------------------------------|-------------------------------|

**Fund:** Veterans Assistance 527,210 129,411 656,621

**Fund:**

**Fund:**

|                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                             |
| Reason budget amendment is required:                                                                                        |
| Additional expenditures requested by Veterans Assistance Superintendent                                                     |
|                                                                                                                             |
| Potential alternatives to budget amendment:                                                                                 |
| Expenditures could be limited to current year revenue                                                                       |
|                                                                                                                             |
| Impact to fiscal year 2020 budget:                                                                                          |
| Unless expenditures are reduced to revenues received, fund balance would be nearly depleted at the end of fiscal year 2020. |
| Revenue Source: <u>Property taxes/ Veterans Assistance Fund Balance</u>                                                     |
|                                                                                                                             |

| Org   | Object | Description                                                  | Fiscal Year<br>2018 | Fiscal Year<br>2019 |
|-------|--------|--------------------------------------------------------------|---------------------|---------------------|
| 48100 | 43190  | Other Professional Services                                  | 300,450             | 280,000             |
|       |        | Equipment repairs and maintenance                            | 500                 | -                   |
| 48100 | 43991  | Veterans Assistance Payments                                 | 246,000             | 243,250             |
|       |        | Central Stores Supplies                                      | 1,600               | 1,600               |
|       |        | Central Stores Xeroxing                                      | 1,200               | 1,200               |
|       |        | Central Stores Phone                                         | 1,160               | 1,160               |
|       |        | Central Stores Internet                                      | 1,880               | -                   |
|       |        |                                                              | 552,790             | 527,210             |
|       |        | Projected revenue for fiscal year 2019                       |                     | 570,000             |
|       |        | <b>Additional request Fiscal Year 2019 from fund balance</b> |                     |                     |
|       |        | <b>VACWC GENERAL OPERATING EXPENSES</b>                      |                     |                     |
|       |        | BOND INSURANCE                                               |                     | 150                 |
|       |        | BUSINESS LIABILITY INSURANCE (D&O, E&O)                      |                     | 2,600               |
|       |        | VACWC Business Insurance                                     |                     | 400                 |
|       |        | CONTRACTING SERVICES (ATTY, ACCT, VAC SECRETARY)             |                     | 18,200              |
|       |        | STAFF TRAINING                                               |                     | 5,000               |
|       |        | VEHICLE (PURCHASE, MAINT AND LICENSING)                      |                     | 55,000              |
|       |        | PROFESSIONAL DUES & CERTIFICATION FEES                       |                     | 500                 |
|       |        | VETRASPEC                                                    |                     | 1,400               |
|       |        | QUICKBOOKS                                                   |                     | 864                 |
|       |        | OTHER                                                        |                     | 3,701               |
|       |        | <b>VACWC ADMINISTRATIVE SUPPORT EXPENSES</b>                 |                     |                     |
|       |        | OFFICE RENT                                                  |                     | 23,196              |
|       |        | OFFICE MAINTENANCE                                           |                     | 2,400               |
|       |        | OFFICE FURNISHINGS                                           |                     | 2,200               |
|       |        | OFFICE SUPPLIES                                              |                     | 100                 |
|       |        | GENERAL POSTAGE                                              |                     | 100                 |
|       |        | GENERAL OFFICE EQUIPMENT                                     |                     | 2,600               |
|       |        | <b>VACWC DIRECT VETERANS ASSISTANCE</b>                      |                     |                     |
|       |        | RMTD PASSES                                                  |                     | 1,000               |
|       |        | EMERGENCY ASSISTANCE                                         |                     | 10,000              |
|       |        | <i>To be added to other professional services</i>            |                     | 129,411             |
|       |        | <i>Deficit with budget amendment</i>                         |                     | (86,621)            |
|       |        | Fund Balance 9/30/2018                                       |                     | 220,186             |

**2019 Fiscal Year**

Sponsored by:

Jaime Salgado, Finance Committee Chairman

Finance: January 23, 2018

Lay Over: January 24, 2018

**Final Vote: February 14, 2019****2019 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, 2019 and recommends its adoption.

**ORDINANCE**

**WHEREAS**, the Winnebago County Board adopted the “Annual Budget and Appropriation Ordinance” for the fiscal year ending September 30, 2019 at its September 27, 2018 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.

**2019-015 Animal Services Donation Fund**

**Reason:** Upgrades are necessary to fund new kennels and installation as well as masonry work in the large kennel room.

**Alternative:** None

**Impact to fiscal year 2020 budget:** No impact as this is a capital expenditure

**Revenue Source:** Animal Services Donation Fund Balance

| <b><u>Acct Description</u></b> | <b><u>Org</u></b> | <b><u>Obj</u></b>               | <b><u>Pri</u></b> |                        |
|--------------------------------|-------------------|---------------------------------|-------------------|------------------------|
| Other Departmental Equipment   | 83000             | 46440                           |                   | 90,000                 |
| Transfer to other funds        | 83000             | 49110                           |                   | -30,000                |
|                                |                   | <b><u>Total Adjustment:</u></b> |                   | <b><u>\$60,000</u></b> |

(AGREE)

Respectfully Submitted,  
**FINANCE COMMITTEE**  
(DISAGREE)

\_\_\_\_\_  
JAIME SALGADO,  
FINANCE CHAIRMAN

\_\_\_\_\_  
JAIME SALGADO,  
FINANCE CHAIRMAN

\_\_\_\_\_  
DAVID FIDUCCIA

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DAVID FIDUCCIA

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JOE HOFFMAN

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JOE HOFFMAN

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BURT GERL

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DAVID BOOMER

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DAVID BOOMER

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STEVE SCHULTZ

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STEVE SCHULTZ

\_\_\_\_\_  
KEITH McDONALD

\_\_\_\_\_  
KEITH McDONALD

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2019.

ATTESTED BY:

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

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



**2019  
WINNEBAGO COUNTY  
FINANCE COMMITTEE  
REQUEST FOR BUDGET AMENDMENT**

|                                                  |                               |                                 |                   |                                      |                               |                        |                                                            |
|--------------------------------------------------|-------------------------------|---------------------------------|-------------------|--------------------------------------|-------------------------------|------------------------|------------------------------------------------------------|
| DATE SUBMITTED: 1/23/2018 AMENDMENT NO: 2019-015 |                               |                                 |                   |                                      |                               |                        |                                                            |
| DEPARTMENT: Animal Serv Donation                 |                               |                                 |                   | SUBMITTED BY: Brett Frazier          |                               |                        |                                                            |
| FUND#: 0710                                      |                               |                                 |                   | DEPT. BUDGET NO.                     |                               | 83000                  |                                                            |
|                                                  |                               |                                 |                   |                                      |                               |                        |                                                            |
| Department<br>Org Number                         | Object<br>(Account)<br>Number | Object (Account)<br>Description | Adopted<br>Budget | Amendments<br>Previously<br>Approved | Revised<br>Approved<br>Budget | Increase<br>(Decrease) | Revised<br>Budget after<br>Approved<br>Budget<br>Amendment |
| 83000                                            | 46440                         | Other departmental equip        | \$0               | \$0                                  | \$0                           | \$90,000               | \$90,000                                                   |
| 83000                                            | 49110                         | Transfer to other funds         | \$30,000          | \$0                                  | \$30,000                      | (\$30,000)             | \$0                                                        |
|                                                  |                               |                                 |                   |                                      |                               |                        |                                                            |
|                                                  |                               |                                 |                   |                                      |                               |                        |                                                            |
|                                                  |                               |                                 |                   |                                      |                               |                        |                                                            |
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|                                                  |                               |                                 |                   |                                      |                               |                        |                                                            |
|                                                  |                               |                                 |                   |                                      |                               |                        |                                                            |
| TOTAL ADJUSTMENT:                                |                               |                                 |                   |                                      |                               | \$ 60,000              | \$ 90,000                                                  |

|                                            | Original Budget | Budget Amendments to Date Including Above Proposed Amendment | Proposed Revised Budget |
|--------------------------------------------|-----------------|--------------------------------------------------------------|-------------------------|
| <b>Fund:</b> Animal Services Donation Fund | 30,000          | 60,000                                                       | 90,000                  |

**Fund:** Animal Services Donation Fund

30,000

60,000

90,000

**Fund:**

**Fund:**

|                                                                                                               |                                              |
|---------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| Reason budget amendment is required:                                                                          |                                              |
| Upgrades are necessary to fund new kennels and installation as well as masonry work in the large kennel room. |                                              |
| Potential alternatives to budget amendment:                                                                   |                                              |
| None- the equipment upgrades are necessary for animal health as well as employee safety.                      |                                              |
| Impact to fiscal year 2020 budget:                                                                            |                                              |
| None - this is a capital expenditure.                                                                         |                                              |
| Revenue Source:                                                                                               | <u>Animal Services Donation Fund Balance</u> |

# **ZONING COMMITTEE**

**Attachment**  
**ZONING COMMITTEE**  
**OF THE COUNTY BOARD AGENDA**  
January 24, 2019

**Zoning Committee.....Jim Webster, Committee Chairman**

**PLANNING AND/OR ZONING REQUESTS:**

**TO BE VOTED ON:**

1. SU-05-18 A Special Use Permit to allow a campground in the AG, Agricultural Priority District requested by the Northern Illinois Brace Club, Inc., represented by James Garard, for property that is commonly known as 8664 Elevator Road and 8702 Elevator Road, Roscoe, IL 61073 in Roscoe Township.  
PINS: 04-25-400-006 & 04-25-400-005 C.B. District: 4  
Les rating: N/A Consistent W/2030 LRMP – Future Map: N/A  
**ZBA Recommends: APPROVAL w/ ZBA CONDITIONS (5-0)**  
**ZC Recommends: APPROVAL w/ ZBA CONDITIONS (7-0)**
  
2. Z-17-18 A map amendment to rezone +/- 3.03 net acres from the AG, Agricultural Priority District to the RA, Rural Agricultural Residential District requested by Dennis Norup, property owner, for property that is commonly known as 42XX Centerville Road in Rockford Township.  
PIN: Part of PIN: 15-07-251-001 C.B. District: 1  
Les rating: High Consistent W/2030 LRMP – Future Map: NO  
**ZBA Recommends: APPROVAL (4-1)**  
**ZC Recommends: REFERRING THE CASE TO THE ZBA (5-2)\***  
*\*for additional testimony with regard to fire matters.*
  
3. Z-18-18 A map amendment to rezone +/- 0.43 acres from the AG, Agricultural Priority District to the CN, Neighborhood Commercial District requested by Jennifer Strick, owner, represented by Tim Whitham, attorney, for property that is commonly known as 1002 S. Pierpont Ave., Rockford, IL 61102 in Rockford Township.  
PIN: 11-28-102-001 C.B. District: 18  
Les rating: Low Consistent W/2030 LRMP – Future Map: NO  
**ZBA Recommends: APPROVAL (5-0)**  
**ZC Recommends: APPROVAL (7-0)**
  
4. Z-20-18 A map amendment to rezone +/- 29.9 acres from the AG, Agricultural Priority District to the A2, Agricultural-Related Business District requested by SolarStone IL, LLC, lessee of site, which is managed by SolarStone Partners, LLC, represented by Kaya Tarhan, Chief Development Officer with SolarStone Partners, LLC, for property that is generally located at 38XX Baxter Road (west and south of 3857 Baxter Road) in Rockford Township.  
PIN: Part of PIN: 16-31-200-014 C.B. District: 9  
Les rating: N/A Consistent W/2030 LRMP – Future Map: NO  
**ZBA Recommends: APPROVAL (5-0)**  
**ZC Recommends: APPROVAL (4-3)**

**Attachment**  
**ZONING COMMITTEE**  
**OF THE COUNTY BOARD AGENDA**  
January 24, 2019

**TO BE LAID OVER:**

5. Z-01-19 A map amendment to rezone +/- 28.2 acres from the AG, Agricultural Priority District to the A2, Agricultural-Related Business District requested by SolarStone IL, LLC, lessee of site, which is managed by SolarStone Partners, LLC, represented by Kaya Tarhan, Chief Development Officer with SolarStone Partners, LLC, for property that is commonly known as 3214 Grove Road in Pecatonica Township.

PIN: Part of PIN: 09-32-176-002

C.B. District: 1

Lesa Rating: N/A

Consistent W/2030 LRMP – Future Map: NO

**ZBA Recommends: DENIAL (2-4)**

**ZC Recommends: TBD**

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

- Chairman, Brian Erickson, hereby announces that a *Zoning Board of Appeals (ZBA)* meeting is scheduled for Wednesday, **February 13, 2019**, at 5:30 p.m. in Room 303 of the County Administration Building. Items that are currently on the agenda include:
  1. SU-01-19 A special use permit for Outdoor Entertainment to allow outdoor musical and non-musical events in the AG, Agricultural Priority District for property that is commonly known as 8877 State Line Road in Roscoe Township.
  2. SU-02-19 A special use permit for an Outdoor Storage Yard in the CC, Community Commercial District for property that is commonly known as 11954 Wagon Wheel Road in Rockton Township.
  3. Z-02-19 A map amendment to rezone +/- 3.93 acres from the AG, Agricultural Priority District to the RA, Rural Agricultural Residential District for property that is generally located west of 7625 Pomeroy Road in Shirland Township.
  4. Z-03-19 A map amendment to rezone +/- 46.458 acres from the AG, Agricultural Priority District to the A2, Agricultural-Related Business District for property that is generally located north and east of 5739 Meridian Road in Owen Township.
  5. An Ordinance Amending the Unified Development Ordinance (UDO) to address Vacation Rentals (aka TA-01-19)
- Chairman, Jim Webster, hereby announces that the next *Zoning Committee (ZC)* meeting is tentatively scheduled for Wednesday, **February 27, 2019**, at 5:00 p.m. in Room 303 of the County Administration Building.

# **OPERATIONS & ADMINISTRATIVE COMMITTEE**



## Executive Summary

Date: January 17, 2019

To: Operations and Administrative Committee

Prepared by: Purchasing Department

---

**Subject:** Emergency Services Rendered for Flood Cleanup Damage at PSB

**County Code:** Winnebago County Purchasing Ordinance

**Background:**

Due to the June 18, 2018 flood that occurred across the City and to other businesses, Shawn Franks, Facilities Building Manager, needed to engage a restoration company due to flooding in the basement of the Public Safety Building.

Once the storm sewers are flooded, the pumps cannot pump the water out of the building. Perfection Property Restoration was contacted to solve the problem immediately. Clean up was necessary after the flood to prevent mold and any other issues from developing. Their Project Manager was here within an hour of being contacted and had a crew on site to start the work about 2 hours after he assessed the situation.

**Recommendation:**

Shawn Franks, Facilities Building Manager, recommended the hire of Perfection Property Restoration to handle an emergency flood cleanup situation at the Public Safety Building due to the severity of the situation and their immediate availability.

**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

2019 CR

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**RESOLUTION TO PAY FOR EMERGENCY SERVICES RENDERED FOR  
FLOOD CLEANUP DAMAGE AT THE PUBLIC SAFETY BUILDING**

---

**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 \$25,000, shall be based on competitive proposals by the County Board; and,

**WHEREAS**, in Section 2-332 of the Purchasing Ordinance, allowance is made for emergency purchases defined as Procurement obtained in circumstances which include threats to public health or safety, where immediate repairs to county property are required to protect or prevent against further loss or damage, or where immediate action is needed to prevent or minimize serious disruption to County services; and,

**WHEREAS**, an emergency situation occurred at the Public Safety Building in June 2018, in which the facility suffered severe flooding; and,

**WHEREAS**, the services of Perfection Property Restoration were immediately needed to clean up after the June 18<sup>th</sup> flood in evidence areas of the basement of the PSB to prevent mold and other issues associated with flood water at a cost of \$34,385.66, which exceeds the threshold of products or services that must be competitively bid and awarded by County Resolution; and,

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, to pay invoices to Perfection Property Restoration for the aforementioned services totaling Thirty-Four Thousand Three Hundred Eighty-Five Dollars and Sixty-Six Cents (\$34,385.66),

**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 Building Manager, County Administrator, Director of Purchasing, Finance Director, and County Auditor.

Respectfully Submitted,  
**OPERATIONS & ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

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KEITH McDONALD, CHAIRMAN

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KEITH McDONALD, CHAIRMAN

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PAUL ARENA

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PAUL ARENA

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JOHN BUTITTA

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JOHN BUTITTA

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JEAN CROSBY

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JEAN CROSBY

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JOE HOFFMAN

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JOE HOFFMAN

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DOROTHY REDD

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DOROTHY REDD

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JAIME SALGADO

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JAIME SALGADO

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2019.

ATTESTED BY:

---

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

---

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



# **PUBLIC SAFETY COMMITTEE**



January 15, 2019

Winnebago County  
404 Elm Street, Rm 533  
Rockford, IL 61101

Greetings,

Thank you for your participation in and support of the Criminal Justice Coordinating Council (CJCC). As you may or may not know, Region 1 Planning Council has provided administrative support for the last year to aid the CJCC in planning, identifying, and addressing criminal justice system issues.

Because administration of the CJCC requires communicating between multiple agencies locally as well as at the state level, it is critical the position be semi-autonomous to do the collaborative work required of a successful CJCC. R1PC is a good fit for this and is happy to be able to continue in this role.

The County's contribution provides the CJCC the support needed to continue its work to reform lives and improve our community. As the CJCC works to support council members' jointly agreed-upon initiatives in a neutral and objective manner, your pledge empowers the Council to continue to work together to further address criminal justice issues.

Should this agreement require board approval, for your convenience a sample resolution has been enclosed with the proposed service agreement and 2019 invoice.

Thank you,

A handwritten signature in cursive script that reads 'Marlana Dokken'.

Marlana Dokken  
Regional Grants Program Manager

Attachments

Sample Resolution  
Proposed Service Agreement  
2019 Invoice

**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

2019 CR

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**RESOLUTION AUTHORIZING CONTRACTOR AGREEMENT TO RETAIN  
SERVICES TO SUPPORT THE WINNEBAGO COUNTY CRIMINAL JUSTICE  
COORDINATING COUNCIL (CJCC)**

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**WHEREAS,** The Winnebago County Board is the statutory governing body of Winnebago County, Illinois, a body politic and corporate; and

**WHEREAS,** the County and City have established the Winnebago County Criminal Justice Coordinating Council (CJCC) to provide coordinated leadership that identifies and addresses emerging and existing criminal justice system issues, and to improve and establish policies that are research based, technologically advanced, effective, and work to break the cycle of crime; and

**WHEREAS,** the County Board Office, 17<sup>th</sup> Judicial Circuit Court, Sheriff's Department, and State's Attorney's offices are represented as members of the CJCC; and

**WHEREAS,** the County desires to have a Contractor provide administrative services for the continuing criminal justice planning processes of the Criminal Justice Coordinating Council (CJCC); and

**WHEREAS,** Contractor agrees to provide these services under the terms and conditions set forth in the Agreement attached hereto as Exhibit A; and

**WHEREAS,** the County Board wishes to engage Marlana Dokken of Region 1 Planning Council to provide such services for forty thousand dollars (\$40,000) for twenty-four (24) months.

**NOW, THEREFORE, BE IT RESOLVED,** by the County Board of Winnebago, Illinois that the Winnebago County Board Chairman is authorized to sign an independent contractor agreement for professional services with the Region 1 Planning Council CJCC Administrator, in substantially the same form as that attached to this Resolution as Exhibit A.

**BE IT FURTHER RESOLVED,** that this Resolution shall be in full force and effect from after its passage and approval according to law.

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

Respectfully Submitted,  
**PUBLIC SAFETY COMMITTEE**

**AGREE**

**DISAGREE**

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AARON BOOKER, CHAIRMAN

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AARON BOOKER, CHAIRMAN

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PAUL ARENA

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PAUL ARENA

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JOHN BUTITTA

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JOHN BUTITTA

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DAN FELLARS

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DAN FELLARS

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ANGIE GORAL

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ANGIE GORAL

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DOROTHY REDD

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DOROTHY REDD

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FRED WESCOTT

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FRED WESCOTT

The above and foregoing Resolution was adopted by the County Board of the County  
of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2019.

ATTESTED BY:

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

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**LORI GUMMOW**

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



## Exhibit A

### PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the “Agreement”) is made and entered into this 1st day of January, 2019, (the “Effective Date”) by and between **Region 1 Planning Council** (“RPC”) and the **County of Winnebago, Illinois** (“the County”).

WHEREAS, the County wishes to obtain the professional services of RPC; and,

WHEREAS, RPC has the knowledge, skill, and capability to perform such services for the County.

NOW THEREFORE, in consideration of the foregoing, RPC agrees to provide services to the County under the terms and conditions of this Agreement.

**1. Services.** The County hereby retains RPC to provide administrative services (“Services”) as follows:

- (a) Purpose: Designated RPC staff shall work with designated the County representatives (to include CJCC Executive Committee members from the County Board Office, 17<sup>th</sup> Judicial Circuit Court, Sheriff’s Department, and State’s Attorney offices) to provide administrative support for the Winnebago County Criminal Justice Coordinating Council.
- (b) Scope: The Administrator is responsible for the administration of the County Criminal Justice Coordinating Council (CJCC) to guide strategic planning and systems change, as well leadership and coordination of special projects within the CJCC. Functions include but not limited to:
  - Work with technical assistance partners to address issues identified by the CJCC and its committees and subcommittees.
  - Partner with community stakeholders to align private, NGO, and governmental services within the criminal justice continuum of care.
  - Assist CJCC chair, co-chair, and committee persons with the development and posting of agendas, meeting minutes, and other correspondence.
  - Represent the CJCC as directed, in all coordinated justice system planning efforts and at local and state committee meetings and seminars.
  - Collaborates with governmental, judicial, and private agencies to coordinate services and assist in problem resolution.
  - With the CJCC and its technical partners, define meaningful, collective data
  - Research funding and technical assistance opportunities directly relevant to the mission of the CJCC (ex. continued funding for research).
  - Manage project “What Works in Correctional Supervision”, and Ohio Risk and Needs Assessment (ORAS) Training.

**2. Term.** This Agreement will begin on the Effective Date and will remain in full force and effect for services

provided January 1, 2019 through December 31, 2020, unless the Agreement term is extended by mutual written agreement of the parties or is terminated in accordance with Section 5.

- 3. Payment.** The County shall pay RPC for work performed under this Agreement a sum of \$40,000.00. RPC shall issue an invoice to the County in the amount of twenty thousand dollars (\$20,000.00) annually. Fees shall be paid by the County within sixty (60) days of invoice receipt.
- 4. Confidentiality.** Unless otherwise required by law, RPC will exercise reasonable effort to maintain in confidence information disclosed or submitted to RPC by the County as confidential information. Confidential information does not include information that:
  - (a) is generally available in the public domain or becomes available to the public through no act of RPC; or
  - (b) is independently known by RPC prior to receipt; or
  - (c) made available to RPC as a matter of lawful right by a third party.

Unless otherwise required by law, all reports, documents, and other deliverables created by RPC pursuant to the terms of this Agreement shall be treated as confidential and will not be made available to any unintended third party without the prior written approval of the County.

- 5. Termination.** Either party may terminate this Agreement upon thirty (30) days written notice. Upon termination, the County shall promptly pay RPC for all Services rendered up to and including the effective date of termination. All deliverables not paid for within 60 days of termination shall become the property of RPC.
- 6. Relationship of the Parties.** The parties acknowledge and agree that the Services performed by RPC, its employees, agents, and sub-contractors shall be that of an independent contractor. Neither party is an agent or representative of the other party and has no authority to bind or commit the other party to any agreements or other obligations except those that are within the scope of Services to be provided under this Agreement.
- 7. Indemnification.** The County agrees to indemnify and hold RPC and its employees harmless from any loss, claim, damage, or liability arising out of or in connection with the action or inaction of the County or its sub grantees under this Agreement, including but not limited to provision of data and information used for grant reporting purposes. the County shall indemnify and hold RPC and its employees harmless from any loss, claim, damage, or liability arising out of or in connection with the County use of deliverables provided under this Agreement. If the County fails to provide information that is needed for the completion of the project, or such information is incorrect, RPC is not liable unless RPC was aware of the inaccuracy or was unaware of the inaccuracy as a result of gross negligence. the County shall indemnify and hold RPC and its employees harmless from any loss, claim, damage, or liability arising out of or in connection with this failure to provide information if it results in an inability to submit the project by the submission deadline.
- 8. Representations and Warranties.** RPC represents and warrants that:
  - (a) it will perform the Services with reasonable care and skill; and
  - (b) the Services and related materials provided under this Agreement will not infringe or violate any intellectual property rights or other right of any third party.
- 9. Limitation of Liability.** Either party's liability in contract, tort, or otherwise (including negligence) arising directly out of or in connection with this Agreement or the performance or observance of its obligations under this Agreement and every applicable part of it shall be limited in aggregate to the Maximum Price in Section 3.

- 10. Severability.** The invalidity or illegality of one or more provisions of this Agreement shall not affect the

enforceability of the remaining provisions.

**11. Applicable Law.** This Agreement shall be governed by the laws of the State of Illinois.

**12. Entire Agreement; Amendments.** This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof. No amendments or changes to this Agreement shall be effective unless made in writing and signed by an authorized representative of each party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by proper persons duly authorized.

**Region 1 Planning Council**

By:

Name: Michael Dunn Jr.

Title: Executive Director

Date:

**County of Winnebago, Illinois**

By:

Name:

Title:

Date:

---

The following personnel are assigned as the primary contacts for each party

| <b>Purpose</b> | <b>Region 1 Planning Council</b>                                                                                       | <b>County of Winnebago, Illinois</b> |
|----------------|------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| Agreement      | Michael Dunn Jr.<br><a href="mailto:mdunn@r1planning.org">mdunn@r1planning.org</a><br>(815)319-4180                    |                                      |
| Services       | Marlana Dokken<br><a href="mailto:mdokken@r1planning.org">mdokken@r1planning.org</a><br>(815)319-4187                  |                                      |
| Billing        | Christina Washington<br><a href="mailto:cwashtington@r1planning.org">cwashtington@r1planning.org</a><br>(815) 319-4189 |                                      |



**Region 1 Planning Council**

313 N Main St  
Rockford, IL 61101  
(815) 319-4180  
r1planning.org



# INVOICE

**BILL TO**

Frank Haney  
Winnebago County  
404 Elm Street  
Rockford, IL 61104

**INVOICE #** 261**DATE** 01/10/2019**DUE DATE** 03/11/2019**TERMS** Net 60**DESCRIPTION****AMOUNT**

CJCC - Contractual Administrative Services for the Criminal Justice Coordinating Council - 2019 CJCC  
Administrative Services - Marlana Dokken

20,000.00

Contractual Administrative Services for the Criminal Justice  
Coordinating Council (CJCC)  
(Board Office/Judicial Circuit Court/Sheriff's Dept/State's Atty)  
2019 CJCC Administrative ServicesDokken

**BALANCE DUE****\$20,000.00**

CJCC Contract Amount: \$40,000.00  
#261 - 2019 CJCC Administrative Serv - \$20,000.00  
CJCC Contract Balance: \$20,000.00

Feel free to contact us if you have any questions regarding this  
invoice.

Inquiries should be directed to [cWASHINGTON@R1planning.org](mailto:cWASHINGTON@R1planning.org)

Thank you for your business.

TERMS: NET 30 DAYS

MAKE CHECKS PAYABLE TO: REGION 1 PLANNING COUNCIL

PLEASE PAY FROM THIS INVOICE

MAIL YOUR CHECK AND A COPY OF THIS INVOICE TO:  
REGION 1 PLANNING COUNCIL  
313 N. MAIN STREET  
ROCKFORD, IL 61101

**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

2019 CR

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**RESOLUTION AUTHORIZING EXECUTION OF  
INTERGOVERNMENTAL COOPERATION AGREEMENT  
WITH THE FOREST PRESERVES OF WINNEBAGO  
COUNTY FOR POLICE SERVICES**

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**WHEREAS**, the Forest Preserves of Winnebago County wishes to contract with the County of Winnebago to provide, through the office of the Winnebago County Sheriff, police services for forest preserves throughout the County; and

**WHEREAS**, the County, the Sheriff and the Forest Preserves have negotiated an agreement containing the terms for providing such police services, copy of the agreement is substantially the same as that attached as Exhibit A to this Resolution.

**NOW, THEREFORE, BE IT RESOLVED**, that the Chairman of the County Board of the County of Winnebago is authorized and directed to execute an intergovernmental agreement with the Forest Preserves of Winnebago County, which is substantially similar to the attached Exhibit A.

**BE IT FURTHER RESOLVED**, that this Resolution shall be in full force and effect immediately upon its adoption by both the County of Winnebago and the Forest Preserves of Winnebago County and its signing by the Sheriff of Winnebago County.

**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 Executive Director of the Forest Preserves of Winnebago County and to the Sheriff of Winnebago County.

Respectfully submitted,  
**Public Safety Committee**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
AARON BOOKER, CHAIRMAN

\_\_\_\_\_  
AARON BOOKER, CHAIRMAN

\_\_\_\_\_  
PAUL ARENA

\_\_\_\_\_  
PAUL ARENA

\_\_\_\_\_  
JOHN BUTITTA

\_\_\_\_\_  
JOHN BUTITTA

\_\_\_\_\_  
DAN FELLARS

\_\_\_\_\_  
DAN FELLARS

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
ANGIE GORAL

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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, on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

ATTEST:

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



# Executive Summary

**Date:** January 23, 2019  
**To:** Public Safety Committee  
**Prepared by:** Purchasing Department

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**Subject:** Inmate Health Care Services - RFP #18P-2140  
**County Code:** Winnebago County Purchasing Ordinance

## Background:

The current Inmate Medical Services contract between the University of Illinois at Chicago and its College of Medicine Rockford (UICOMR) and the WCSO and the Juvenile Detention Center will expire March 31, 2019. The UICOMR has been the County's provider for the past 12 years.

To find the most qualified health care provider, the Purchasing Department worked closely with Jail and Juvenile Detention Administration to develop a comprehensive and detailed Request for Proposal. The RFP solicitation was released in July.

All prospective Proposers were required to participate in a mandatory Pre-Proposal Conference plus Jail and JDC tours. We had over 20 attendees from all over the country participate. Additionally throughout the bidding process, we received and answered over 240 technical questions from prospective Proposers.

On August 13, the Purchasing Department received a total of five qualified and one unqualified response to the RFP. The proposed budgets had a large range, from \$2.5 to over \$4.8 million.

The selected Evaluation Committee began their evaluations immediately and it became evident that formal presentations were going to be required from the top scoring Proposers before a final selection could be made. After formal presentations, which were attended by additional staff from the Jail, JDC and Court Services, the Evaluation Committee selected UICOMR as the most overall comprehensive Proposer.

## Contract Agreement Period:

The RFP calls for a 1-year Agreement ("Initial Term") with the option to renew for four additional 1 -year terms for a total not to exceed five (5) years. All terms and conditions, requirements and specifications of the Agreement shall remain the same and apply during any renewal term(s,) unless otherwise agreed to by the County. The State Attorney's Office reviewed the contract agreements.

## Recommendation:

Therefore, it is the recommendation of the Sheriff, Court Services, Jail and JDC staff to award a multi-year contract to UIC College of Medicine Rockford.

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

Sponsored by: Aaron Booker  
Submitted by: Public Safety Committee

2019 CR

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**RESOLUTION AWARDING INMATE HEALTH CARE SERVICES**

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**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 \$25,000.00 shall be based on competitive bids by the County Board; and,

**WHEREAS**, competitive Request for Proposals responses were received by the Purchasing Department on August 13, 2018 for the following;

**INMATE HEALTH CARE SERVICES 18P-2140**

**WHEREAS**, the Public Safety Committee of the County Board for the County of Winnebago, Illinois has reviewed the proposals received for the aforementioned item(s) and recommends awarding the proposals as follows;

**UNIVERSITY OF ILLINOIS COLLEGE OF MEDICINE ROCKFORD  
1601 PARKVIEW AVENUE  
ROCKFORD, IL 61107**

**WHEREAS**, the Public Safety Committee has determined that the funding for the aforementioned services shall be as follows;

|                           |              |              |
|---------------------------|--------------|--------------|
| <b>ADULT JAIL</b>         | <b>21000</b> | <b>43150</b> |
| <b>JUVENILE DETENTION</b> | <b>43100</b> | <b>43150</b> |

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman execute agreements with the UIC College of Medicine Rockford, 1607 Parkview Avenue, Rockford, Illinois 61107 in substantially the same form as that attached hereto as Exhibit A for the Jail and Exhibit B for the Juvenile Detention Center, and

**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 Sheriff, Corrections Superintendent, Director of Court Services, Finance Director, Director of Purchasing and County Auditor.

Respectfully Submitted,  
**PUBLIC SAFETY COMMITTEE**

**AGREE**

**DISAGREE**

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AARON BOOKER, CHAIRMAN

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AARON BOOKER, CHAIRMAN

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PAUL ARENA

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PAUL ARENA

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JOHN BUTITTA

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JOHN BUTITTA

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DAN FELLARS

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DAN FELLARS

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ANGIE GORAL

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ANGIE GORAL

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DOROTHY REDD

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DOROTHY REDD

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FRED WESCOTT

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FRED WESCOTT

The above and foregoing Resolution was adopted by the County Board of the County of  
Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2019.

ATTESTED BY:

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

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**LORI GUMMOW**

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

## **HEALTH SERVICES AGREEMENT**

**(UIC ref. no. CN-)**

This Health Services Agreement (hereinafter referred to as “Agreement”) is entered into by and between the County of Winnebago, an Illinois body politic, and the Winnebago County Sheriff (hereinafter collectively referred to as “County”) and the Board of Trustees of the University of Illinois, a public body, corporate and politic of the State of Illinois on behalf of the University of Illinois at Chicago and its College of Medicine Rockford, Department of Family and Community Medicine, located at 1601 Parkview S200, Rockford, Illinois (hereinafter referred to as “UICOMR”). County and UICOMR shall be collectively referred to herein as “the Parties” and individually as “a Party”.

### **WITNESSETH:**

**WHEREAS**, County desires to enter into an agreement with UICOMR for the prompt delivery of on-site health care services to adult inmates at the Winnebago County corrections facility, currently located at 650 W. State Street, Rockford, Illinois (hereinafter referred to as "JAIL"); and

**WHEREAS**, UICOMR is in the business of providing health care and health care related management services, and is qualified to provide correctional health care and health care related management services, and desires to provide such services to County under the terms and conditions hereof.

**NOW, THEREFORE**, with the intent to be legally bound, and in consideration of the covenants and promises hereinafter made, the Parties hereto agree as follows:

### **ARTICLE I: HEALTH CARE SERVICES.**

**1.1 General Engagement.** County hereby engages UICOMR to promptly deliver on-site at the JAIL, and at UICOMR’s expense, all reasonably necessary medical, dental, physical therapy, and psychological health care services needed by any individual (excluding persons incarcerated under periodic imprisonment orders) under the custody and control of the Winnebago County Sheriff and incarcerated at the JAIL (hereinafter referred to as "Inmates"); and UICOMR hereby accepts such engagement according to the terms and provisions hereof. [It is the understanding of County and UICOMR that persons incarcerated under periodic imprisonment orders will typically be released from custody to be treated by medical providers of their own choice and at their own expense, and that they will also be responsible for paying for their own medications. Notwithstanding this understanding, however, UICOMR does agree to provide emergency medical treatment to persons incarcerated under periodic imprisonment orders as provided in section 1.4 below.]

**1.2 Scope of Services.** UICOMR will arrange to provide at its expense, and on a regular and prompt basis, all reasonably necessary professional health care services needed by the Inmates which can be feasibly rendered on-site, and related health care staffing and administrative services. These services shall include, but not be limited to, a review of the preliminary screening of inmates upon their arrival at the JAIL, a comprehensive health evaluation of each Inmate within fourteen (14) days following admission to the JAIL, PPD testing, regularly scheduled sick call, 24 hour/day, 7 days/week nursing coverage, treatment, and regular physician visits on-site. UICOMR shall also provide hospitalization management, medical specialty services management, emergency medical care management, medical records management, pharmacy services management, health education and training services, a quality assurance program, administrative support services, and other services, all as more specifically described herein.

**1.3 Specialty Services.** UICOMR will arrange for and bear the cost of all specialty services (e.g. laboratory, dental, physical therapy and radiology services); which are to be rendered on-site to the extent reasonably possible. To the extent specialty care is required and cannot be rendered on-site, UICOMR will arrange for the provision of such services off-site. The costs of necessary and required lab services ordered by UICOMR providers during their care of an Inmate in the JAIL as outlined in Section 1.2 above will be UICOMR's responsibility. The County will be responsible for the costs any lab tests ordered under circumstances not pertaining to Section 1.2. County will be responsible for, and bear the cost of, transporting Inmates to off-site facilities for the provision of off-site specialty services.

**1.4 Emergency Services.** UICOMR shall provide at its expense such emergency medical treatment to the Inmates as is necessary and can be appropriately given on-site. UICOMR shall at its cost also provide emergency medical treatment to inmates being held by the Sheriff pursuant to periodic imprisonment orders, visitors at the JAIL, and JAIL staff, as is necessary and can be appropriately given on-site. UICOMR will arrange for off-site emergency medical care when necessary for the Inmates through arrangements to be made by UICOMR with local hospitals. (If County has an agreement in place for the provision of off-site emergency medical services with a particular medical provider, UICOMR will use that medical provider for the off-site emergency medical care of the Inmates whenever feasible and practical. County will keep UICOMR apprised of the existence of any such contracts.) UICOMR will also arrange for the provision of ambulance services for the inmates in the event of medical emergencies. UICOMR will not be responsible for the costs associated with emergency transportation and off-site emergency medical care. Routine transfers and security for off-site medical treatment will be the responsibility of the Sheriff. UICOMR will assist County in negotiating contracts with emergency transportation providers.

**1.5 Hospitalization Services.** UICOMR will arrange for the admission into a hospital located in Rockford, Illinois of any Inmate who in the opinion of the treating physician and/or Medical Director requires hospitalization. UICOMR's contract physician and/or Medical Director shall monitor the treatment and progress of any hospitalized Inmate. At



SwedishAmerican, all Inmates are followed by a UICOMR resident/physician per existing admission processes. UICOMR will not be responsible for the costs incurred due to the hospitalization of an Inmate. UICOMR will assist County in negotiating contracts for hospitalization services.

**1.6 Pregnant Inmate/Infant Care.** UICOMR will at its expense provide on-site routine health care services to any pregnant Inmate. UICOMR will not be financially responsible for prenatal, perinatal, and postnatal health care services provided off-site to any pregnant Inmate; nor for health care services provided to an infant following birth.

**1.7 Elective Medical Care.** UICOMR will not be responsible for the provision of elective medical care to the Inmates. For purposes of this Agreement, "elective medical care" means medical care which, if not provided, would not in the opinion of the UICOMR's Medical Director cause the Inmate's health to deteriorate or cause harm to the Inmate's well-being. Decisions concerning elective medical care shall be consistent with the applicable American Medical Association (AMA) Standards.

**1.8 Contaminated Waste Disposal.** UICOMR shall at its cost provide for the removal of all medical waste generated by the jail medical unit. Contaminated waste removal contractors utilized by UICOMR must agree to abide by all applicable Illinois, OSHA, and environmental laws and regulations.

**1.9 Collection of Physical Evidence.** UICOMR shall, upon request, collect physical evidence (blood, hair, semen, saliva, etc.), when the request for such search or collection is accompanied by a written court order and the Inmate in question gives written permission for such search or collection to take place. UICOMR shall not bear the cost of testing the collected evidence. After collecting evidence, UICOMR will turn the specimen over to County or a court-designated representative to complete chain-of-evidence. Health care personnel shall also offer court testimony relative to such collection, when necessary.

**1.10 STD Testing** UICOMR shall, as required, perform sexually transmitted disease (STD) testing on inmates and County agrees to reimburse UICOMR for each test performed as set forth in Section 12.7.

## **ARTICLE II: PERSONNEL.**

**2.1 Staffing.** UICOMR shall, at its expense, provide medical, dental, mental health, and nursing personnel sufficient to promptly render, on-site to the Inmates, all reasonably necessary health care services as described herein. The UICOMR health care staff shall, at a minimum, consist of:

| <b><u>Position</u></b> | <b><u>FTE (Full Time Equivalent equals 40 hours per week)</u></b> |
|------------------------|-------------------------------------------------------------------|
| RN Administrator       | 1.00                                                              |

|                   |                                       |
|-------------------|---------------------------------------|
| Physician         | .20 (2x week, non-consecutive days)   |
| NP                | 1.00                                  |
| LCPC/MSW          | 1.00                                  |
| RN/LPN            | 13.00 (Approximately)                 |
| CNA               | 2.00                                  |
| Medical Assistant | 1.00                                  |
| Psychiatrist      | .05 (2x month, non-consecutive weeks) |

See Staffing Plan attached as Exhibit A.

Additionally, a physician shall be on-call for staff, 7 days/week, 24 hours/day. UICOMR will provide vacation and holiday coverage as required. All other staffing for dental, additional mental health and physical therapy services will be subcontracted

UICOMR reserves the right, in its sole discretion, to change the individual hours worked by RN's or LPN's, respectively, leaving total coverage for nursing services unchanged, should the need arise. UICOMR has determined that the staffing level specified above is sufficient to adequately care for the health needs of an Average Daily Population of up to 850 Inmates.

**2.2 Licensure, Certification, and Registration of Personnel.** UICOMR shall obtain at its cost any licenses which are required to provide the services contemplated by this Agreement. All personnel, including employees and subcontractors, provided or made available by UICOMR to render services hereunder will be licensed, certified, or registered in their respective areas of expertise pursuant to applicable Illinois law.

**2.3 Use of Inmates in the Provision of Health Care Services.** Inmates will not be employed or otherwise engaged by either UICOMR or the Sheriff in the direct rendering of any health care services. Upon the mutual agreement of UICOMR and the Sheriff, inmates may be used in positions not involving the direct rendering of health care services to the Inmates.

**2.4 Subcontracting.** In order to discharge its obligations hereunder, UICOMR may engage certain health care professionals as independent contractors rather than as employees, and County expressly consents to such subcontracting (subject to the provisions of Section 2.5 below). As the relationship between UICOMR and these health care professionals will be that of an independent contractor, UICOMR will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals, and UICOMR will not exercise control over the manner or means by which these independent contractors perform their professional services. Independent contractors are not deemed to be employees, agents or representatives of either UICOMR or County.

**2.5 Approval of Sheriff.** UICOMR agrees to provide the Sheriff with the names, Social Security Numbers, and dates of birth of all employees and subcontractors to be used by UICOMR to provide services under this Agreement. UICOMR shall provide a written, signed waiver to the Sheriff from each of UICOMR's employees and subcontractors giving the Sheriff permission to conduct thorough and complete background checks. UICOMR agrees to not use

any employees or subcontractors in the performance of its obligations under this Agreement with respect to whom the Sheriff has not given, or has revoked, written security clearance.

### **ARTICLE III: ACCREDITATION.**

UICOMR will assist County in applying for accreditation for the Winnebago County Jail Inmate Health Care Program pursuant to the National Commission on Correctional Health Care (“NCCHC”) standards. UICOMR represents that it knows and understands the published standards, and the services provided hereunder will be in accordance with applicable NCCHC standards.

### **ARTICLE IV: EDUCATION AND TRAINING.**

UICOMR will at its expense conduct an on-going health education program for the UICOMR nursing staff at the JAIL. This health care education program will include, but not be limited to, programs in first aid, signs and symptoms of chemical dependency, reactions to medical emergencies, and yearly competency assessments. UICOMR will provide health care education for corrections officers every two years as indicated by the standards of the National Commission on Correctional Health Care. UICOMR will also at its expense provide on-going health care education to the Inmates with the objective of increasing the Inmates’ level of knowledge of their own health care issues.

### **ARTICLE V: REPORTS AND RECORDS.**

**5.1 Medical Records.** UICOMR shall maintain a separate, individual, accurate, and complete medical record for each Inmate who receives health care services under this Agreement. These medical records will be maintained pursuant to applicable law, NCCHC standards, the Illinois Department of Corrections Minimum Standards for Jail and Lockups, and the Sheriff’s Policies and Procedures; and will be kept separate from the Inmates’ confinement records. Medical records will be kept confidential in accordance with the applicable laws and regulations, and UICOMR will follow the Sheriff’s policy regarding access by Inmates and corrections staff to the medical records, subject to the applicable law regarding confidentiality of such records. A complete copy of the applicable medical record shall be available to accompany each Inmate who is transferred from the JAIL to another location for off-site services or transferred to another institution. No information contained in the medical records will be released by UICOMR except as provided by court order or otherwise in accordance with applicable law. These records will be kept and maintained at the JAIL, and shall be the property of the Sheriff. If County requests, during the term of this Agreement, UICOMR will assist County in contracting with a vendor to implement an electronic medical record system. County shall be responsible for the payment of all costs incurred in the implementation and use of an electronic medical records system in the JAIL.

**5.2 Regular Reports by UICOMR to Sheriff.** UICOMR will provide monthly reports to the Sheriff (or his designee) concerning the overall operation of the Inmate

Health Care Program and the general health of the Inmates. UICOMR will also provide daily reports when requested by the Sheriff or his designee.

**5.3 Meetings.** UICOMR shall meet every other month with the Sheriff (or his designee) to discuss health-related procedures and operations within the JAIL and any proposed changes to the health-related procedures; and any other matters which either Party deems necessary.

**5.4 Inmate Information.** In order to assist UICOMR in providing the appropriate health care services to the Inmates, the Sheriff will provide UICOMR with such information pertaining to the Inmates that is under the Sheriff's control as is reasonably necessary for UICOMR to adequately perform its obligations hereunder.

**5.5 UICOMR Records Available to Sheriff with Limitations on Disclosure.** UICOMR will make available to the Sheriff (or his designee) upon request, unless otherwise specifically prohibited by law, all records, documents, and other papers relating to the direct delivery of health care services to the Inmates hereunder; provided, however, that County understands that the systems, methods, procedures, written materials, and other controls employed by UICOMR in the performance of its obligations hereunder are proprietary in nature and will remain the property of UICOMR, and may not at any time be used, distributed, copied, or otherwise utilized by County, except in connection with a review of the delivery of health care services hereunder, unless such disclosure is approved in advance in writing by UICOMR or is required by law.

**5.6 County Records Available to UICOMR with Limitations on Disclosure.** During the term of this Agreement, and for a reasonable time thereafter, the Sheriff will provide to UICOMR, at UICOMR's request and in accordance with applicable law, the Sheriff's records relating to the provision of health care services to the Inmates hereunder as may be pertinent to the investigation or defense of any claim related to UICOMR's conduct. The Sheriff will make available to UICOMR such records as are possessed by the Sheriff, or maintained by hospitals, and other outside health care providers involved in the care or treatment of the Inmates (to the extent the Sheriff has any claim to those records), as UICOMR may reasonably request consistent with applicable law; provided, however, that any such information released by the Sheriff to UICOMR which the Sheriff considers to be confidential will be kept confidential by UICOMR and will not, except as may be required by law, be distributed to any third Party without the prior written approval of the Sheriff.

**5.7 Access to Books and Records.** UICOMR and County agree to make available, upon written request by the Secretary of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and any books, documents, and records necessary to verify the costs of services rendered under this Agreement. Both Parties further agree to make said Agreement, books, documents, and records available until the expiration of four (4) years after the services are furnished under this Agreement.

## **ARTICLE VI: SECURITY.**

**6.1 General.** UICOMR and County understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of UICOMR, as well as for the security of the inmates and corrections staff. The Sheriff will provide security services reasonably sufficient to enable UICOMR and its personnel to safely provide the health care services called for hereunder. UICOMR acknowledges, however, that the Sheriff cannot, and does not, guarantee the absolute safety of UICOMR personnel from the criminal acts of inmates. Neither the Sheriff nor the County shall be liable for the loss of, or injury or damage to, equipment, supplies, and/or personnel of UICOMR, its agents, or subcontractors unless such loss or damage is caused by the sole negligence of the Sheriff or his employees.

**6.2 Transportation Off-Site.** The Sheriff will provide such security as is necessary and appropriate in connection with the transportation of any Inmate between the JAIL and any other location for off-site services as contemplated herein.

**6.3 Facility Regulations.** UICOMR employees and subcontractors will be informed of the Sheriff's security regulations and procedures, and UICOMR understands they will be subject to all such regulations and procedures.

## **ARTICLE VII: SPACE, MEDICAL SUPPLIES, AND PHARMACEUTICALS**

**7.1 Office Space and Equipment.** County agrees to provide UICOMR with office space, office equipment, and utilities (including local telephone service) sufficient to enable UICOMR to perform its obligations hereunder. At the termination of this Agreement, UICOMR shall return to County possession and control of all County owned office equipment. At such time the office equipment shall be in good working order, reasonable wear and tear excepted.

**7.2 Office Supplies.** UICOMR shall provide, at its expense, all office supplies necessary to perform the services contemplated by this Agreement (e.g., paper, pens, medical charts, medical folders, etc.).

**7.3 Medical Equipment.** County shall furnish an examination table and related accessories. UICOMR is responsible for furnishing, at its cost, all other necessary medical equipment. At the termination of this Agreement UICOMR shall return to County possession and control of all County-owned medical equipment. At such time the medical equipment shall be in good working order, reasonable wear and tear excepted.

**7.4 Medical Supplies.** UICOMR shall furnish and pay for all consumable medical supplies (e.g., Band-Aids, gauze, etc.) that are needed for the services to be provided hereunder.

**7.5 Dental Equipment.** County shall provide all necessary dental equipment (including treatment tools and sterilizer) for the provision of on-site dental treatment. At the termination of this Agreement UICOMR shall return to County possession and control of all County-owned dental equipment. At such time the dental equipment shall be in good working order, reasonable wear and tear excepted.

**7.6 Dental Supplies.** UICOMR shall furnish and pay for all consumable dental supplies (e.g., filing material, gauze, etc.) that are needed for the dental services to be provided hereunder.

**7.7 Pharmacy Services.** The prescription, dispensing, and administration of medications shall comply with all State and Federal laws and regulations and shall be dispensed under the supervision of appropriately licensed or certified health care personnel. UICOMR personnel shall dispense medications at the appropriate times at the JAIL according to the Inmates' medical needs. The cost of all pharmaceuticals, prescription and over the counter, is the responsibility of UICOMR; except for the following pharmaceuticals. Wherever possible, UICOMR will obtain all pharmaceuticals, medications, and the like that are referred to in this Section 7.7 from other health systems, health departments, or agencies for no cost or lower costs.

Pharmaceuticals related to the treatment of sexually transmitted infections (STDs/STIs) or their sequelae. [Cost is the responsibility of County.]

Pharmaceuticals related to the treatment of HIV, AIDs or their sequelae. [Cost is the responsibility of County.]

Pharmaceuticals related to the treatment of Vitamin K therapy for K2/spice abuse. [Cost is the responsibility of County.]

Pharmaceuticals related to pre-term labor. [Cost is the responsibility of County.]

Antivirals for conditions such as Hepatitis B and Hepatitis C. [If generic antiviral medications are available, those will be provided, and whenever possible and feasible UICOMR will obtain these pharmaceuticals from other health systems, health departments, or agencies for no cost or lower costs. UICOMR is responsible for the cost of generic antiviral medications. If generic antiviral medications are not available UICOMR will collaborate with the County to obtain the non-generic antiviral medications via means that will not negatively impact the budget of either entity while addressing the health needs of the Inmate. UICOMR and the County shall evenly split the cost of non-generic antiviral medications.]

Biologics, biologic response modifiers, immunotherapy and cancer chemotherapy for conditions such as Crohn's disease, ulcerative colitis, psoriasis, immune-mediated diseases and cancer. [If generic medications or versions are available those will be provided, and whenever possible and feasible UICOMR will obtain these pharmaceuticals from other health systems, health departments, or agencies for no cost or lower costs. UICOMR is responsible for the cost of the

generic version of these medications. If a generic version of these medications is not available UICOMR will collaborate with the County to obtain these non-generic medications via means that will not negatively impact the budget of either entity while addressing the health needs of the Inmate. UICOMR and the County shall evenly split the cost of the non-generic versions of these medications.]

UICOMR will promptly, upon request, provide County with a price list for all pharmaceuticals dispensed by UICOMR in the JAIL. UICOMR will invoice the County on a monthly basis for the County's share of the cost of those pharmaceuticals with respect to which the County is responsible for paying all or part of the cost as specified in this section.

**7.8 General Maintenance Service.** County will provide for each Inmate receiving health care services no less than the full range of services and facilities provided by County for other Inmates at the JAIL including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

#### **ARTICLE VIII: DENTAL SERVICES**

UICOMR shall promptly provide, at its expense, all reasonably necessary dental services required by any Inmate which are of a type that can be reasonably rendered on-site. The dental services shall, whenever possible, take place within JAIL. Dental services will be provided one day a week for an average of 4-8 hours per day.

#### **ARTICLE IX: MENTAL HEALTH SERVICES**

UICOMR shall promptly provide, at its expense, all reasonably necessary mental health services which are required by any Inmate and are of a type that can be reasonably rendered on-site. The mental health services shall, whenever possible, take place within the JAIL. UICOMR will provide 40 hours of services a week, Monday through Friday, of an LCPC/MSW including one-on-one meetings with inmates, administrative services, etc. One-on-one meetings with suicidal inmates will occur within 48-72 hours. UICOMR will also provide 8-10 hours a week of group therapy during weekdays. UICOMR will provide weekend coverage as required at an additional cost to the County.

#### **ARTICLE X: PHYSICAL THERAPY SERVICES**

UICOMR shall promptly provide, at its expense, all reasonably necessary physical therapy services which are required by any Inmate and are of a type that can be reasonably rendered on-site. The physical therapy services shall, whenever possible, take place within the JAIL. Physical therapy will occur Monday through Friday with an average of 45 visits a month.

#### **ARTICLE XI: TERM AND TERMINATION OF AGREEMENT.**

**11.1 Contract Term.** This contract shall commence on April 1, 2019 at 12:01 a.m. and shall expire on March 31, 2020 at 11:59 p.m.; unless renewed or extended as provided herein. The Parties reserve the right to extend this Agreement for up to four (4) additional one-year renewals, if it appears to be in the best interest of County and the renewal is agreed to by UICOMR.

Furthermore, notwithstanding any other provision of this Agreement to the contrary, County reserves the right to extend the term of this Agreement, or of any renewal of this Agreement, for up to 90 days if necessary to continue a source for Inmate health care services if a new or replacement contract is not executed prior to the expiration date.

**11.2 Termination.** Either Party may, without prejudice to any other rights it may have, terminate this Agreement for the convenience of that Party, with or without cause, by giving the other Party written notice of intent to terminate one hundred twenty (120) days prior to the intended termination date.

If either UICOMR or County is in material breach of this Agreement the non-breaching Party may notify the other thereof in writing, and if the breach in performance is not cured within ninety (90) calendar days following receipt of notice, then the non-breaching Party has the right, without liability, in addition to its other rights and remedies, to terminate this Agreement immediately upon further written notice.

In the event UICOMR and County mutually agree in writing, this Agreement may be terminated on the terms and date so stipulated.

UICOMR may terminate this Agreement for default if County fails to timely make payments to UICOMR under the terms of the Illinois Prompt Payment Act. County may terminate this Agreement immediately in the event UICOMR fails to keep in force any required insurance policies. Either UICOMR or County may terminate this Agreement immediately upon insolvency, bankruptcy, or receivership of the other Party.

**11.3 Responsibility for Inmate Health Care.** Upon the termination of this Agreement, total responsibility, including but not limited to financial responsibility, for providing health care services to all Inmates, including Inmates receiving health services at facilities off-site such as a hospital, will be transferred from UICOMR to County. At least twenty-one (21) days prior to termination, UICOMR shall make available for review all records and documents so that County may prepare to provide medical services to all Inmates.

## **ARTICLE XII: COMPENSATION.**

**12.1 Base Compensation.** County will pay UICOMR the sum of Two Million Five Hundred Thirty-five Thousand and One Hundred and Fifty-two Dollars (\$2,535,152) for the first year of the contract, payable in twelve monthly installments of Two Hundred eleven Thousand and Two Hundred and Sixty-two Dollars and sixty-seven cents (\$211,262.67).



UICOMR will bill County on or before the seventh day of each the month preceding the month for which services are to be rendered, and County agrees to pay UICOMR for those services in advance of the services being rendered. In the event this Agreement should, for any reason, terminate on a date other than the end of a calendar month, compensation to UICOMR will be prorated accordingly for the shortened month, and UICOMR will reimburse County for any over payment.

**12.2 Negotiated Annualized Amount Increase Upon Renewal.** Unless otherwise mutually agreed by the Parties, upon each renewal of the Agreement the base compensation will be increased by the percentage increase of the Consumer Price Index for the previous calendar year (January – December) or two (2) percent, whichever is greater.

**12.3 Changes in Law or Population.** UICOMR and County will agree on additional base compensation to be paid by County to UICOMR if any of the following events causes or results in material cost increases to UICOMR or causes or requires UICOMR to provide additional staffing or upgraded personnel: (i) the enactment of any statute, law, rule, or regulation; (ii) the issuance of any court or agency order; or (iii) an increase in the Average Daily Inmate Population per month (excluding inmates sentenced to periodic imprisonment) over 850.

**12.4 Increases in Inmate Population.** This Agreement contemplates that the average daily inmate population of the JAIL will be 850. If the average daily inmate population, including inmates sentenced to periodic imprisonment, for any calendar month during the term of this Agreement exceeds 850, then the compensation payable to UICOMR by County hereunder for that month shall be increased by a per diem rate of Ninety-nine cents (\$0.99) for each inmate (average) over 850 for each day of the month. [For example, if the average inmate population for the month of April is 1,000, the additional compensation shall be  $150 \times 30 \times \$0.99 = \$4,455.00$ .] The average daily inmate population shall be derived from the Jail's record of the inmate meal counts.

**12.5 Decreases in Inmate Population.** If the average daily inmate population, including inmates sentenced to periodic imprisonment, for an calendar month during the term of this Agreement falls below 700, then the compensation payable to UICOMR by the County hereunder for that month shall be decreased by a per diem rate of Ninety-nine cents (\$0.99) for each inmate (average) under 700 for each day of the month. [For example, if the average inmate population for the month of April is 650, the amount UICOMR would have to reimburse County would be  $50 \times 30 \times \$0.99 = \$ 1,485.00$ .] The average daily inmate population shall be derived from the Jail's record of the inmate meal counts.

**12.6 Reconciliation Based on Actual Hours of Service.** For the key provider positions such as Physician, Nurse Practitioner, Psychiatrist, and Licensed Clinical Professional Counselor, there will be a reconciliation every quarter. The County will reduce their monthly payment to UICOMR once a key position remains vacant for two consecutive months. The reduction will be the amount of the provider's monthly salary, benefits, and overhead multiplied by the number of vacant months. There will be no reduction in payment to UICOMR if the

vacant position is being filled by other UICOMR providers. It is the understanding of the Parties that UICOMR will use its best efforts to maintain the minimum staffing level specified in Article II above; but in the event that minimum staffing level is from time to time not met due to vacancies, illness, or time off, no deduction to the base compensation will be made. Likewise, for example, if from time to time the Inmates' needs do not necessitate 8 hours per week of dental services or 10 hours per week of mental health services, no deduction to the base compensation will be made even though the minimum numbers of hours of services were not actually provided.

Conversely, it is also the understanding of the Parties that UICOMR is responsible for furnishing, at its expense, all of the medical, dental, mental health, and nursing services provided for in this Agreement for the base compensation (except as provided in Sections 12.3 and 12.4), regardless of the staffing level actually needed to adequately and promptly meet the Inmates' reasonably necessary needs. For example, if at any time UICOMR cannot adequately and promptly take care of all of the reasonably necessary medical needs of the Inmates with the minimum staffing level set forth in this Agreement, UICOMR will provide as much additional physician and/or nursing time as is necessary to meet those needs without additional compensation (except as provided in Sections 12.3 and 12.4 above). Likewise, if due to the unavailability of UICOMR's dental provider it is necessary to transport an Inmate from the Jail to a dentist for treatment which could have otherwise been reasonably provided on-site in the JAIL, UICOMR will be responsible for the cost of that treatment.

**12.7 STD Testing** County agrees to pay UICOMR \$10 per test for STD tests performed as required by court order or if the Inmate is symptomatic. If STD testing is requested by the Inmate and approved by the County, the County will reimburse UICOMR for the cost of all requested testing, not to exceed \$10 per test, out of that Inmate's trust account.

## **ARTICLE XIII: INSURANCE.**

**13.1 University Insurance** By action of the Board of Trustees of the University of Illinois on August 1, 1976 a liability self-insurance plan (Plan) was established; last amended June 9, 2011 with an effective date of January 1, 2012. The Plan covers its employees, including UIC-employed Physicians, subject to the Plan's terms, conditions and exclusions. Coverage is not to be construed to insure the liability of others. The Plan limits of insurance are a maximum of \$1,000,000 per occurrence, \$3,000,000 annual aggregate. The Plan documents are available on request. The Plan covers the Physicians, nursing staff, and mental health staff providing Services to County under this Agreement. While the Plan is in effect as of the date hereof, nothing contained herein shall be construed as precluding said Board of Trustees from modifying, revising, or canceling, in whole or part, the Plan; however, University agrees to provide County with an advance 30-day public written notice in the event Program or Plan is canceled in whole or in part.

**13.2 County Insurance** County agrees to at all times throughout the term of this Agreement to maintain, in the minimum amounts of \$1,000,000 per claim or occurrence, \$3,000,000 aggregate, for its employees, agents, and servants, either (I) a comprehensive

general public liability and property damage liability insurance policy in an amount adequate to cover the associated risks, (II) an equivalent program of funded self-insurance, or (III) use a captive insurance company to meet the terms and conditions of this paragraph. A copy of this coverage shall be provided to University upon request.

#### **ARTICLE XIV: MISCELLANEOUS**

**14.1 Insurance Paperwork.** UICOMR shall provide the State of Illinois Department of Public Aid with the necessary paperwork for reimbursement of medical expenses for those Inmates who are on Public Aid. For Inmates who have other insurance coverage available for the health care they receive while in the custody of the Sheriff, UICOMR will notify the appropriate medical provider of such coverage, and arrange to have the Inmate's invoices sent to the Inmate's insurance provider for payment.

**14.2 Independent Contractor Status.** County expressly acknowledges UICOMR is an "independent contractor", and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which UICOMR, its employees, or its subcontractors perform hereunder. UICOMR assumes all financial responsibility for the employees of UICOMR.

**14.3 Limitation of Liability.** It is understood and agreed that neither County nor UICOMR shall be liable for any negligent or wrongful acts either of commission or omission chargeable to the other arising out of or as a consequence of the performance of this Agreement unless such liability is imposed by law, and that this Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party to the other or to a third party.

**14.4 Joint Defense.** The Parties hereto acknowledge the importance of cooperation in the defense of litigation arising in connection with this Agreement. UICOMR and County hereby agree they shall consult and cooperate with each other in the defense of any claim arising in connection with the services provided pursuant to this Agreement insofar as there exists no conflict of interests between the Parties in any given claim.

**14.5 Use of Name.** County agrees not to use the name of the University of Illinois in advertising or for any other commercial purpose without the prior written approval of UICOMR, which approval shall not be unreasonably withheld.

**14.6 Compliance with Laws.** County and UICOMR acknowledge that each has certain obligations in connection with applicable laws, regulations, and accreditation standards. Both Parties acknowledge that, from time to time, either Party may adopt policies, procedures, and/or documentation requirements in connection with the implementation of such laws,

regulations and accreditation standards. Each Party agrees to cooperate with the other in this compliance.

**14.7 Prison Rape Elimination Act of 2003 (PREA).** UICOMR will comply with PREA, applicable PREA standards, and the Sheriff's policies related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within the Jail.

**14.8 Taxpayer Identification.** Under penalties of perjury, UICOMR certifies that its Federal Taxpayer's Identification Number is: 37-6000511. Under penalties of perjury, County certifies that its Federal Taxpayer's Identification Number is: 36-6006681.

**14.9 Confidentiality.** Any information furnished by either Party to the other shall be treated as confidential. Neither Party shall disclose such information unless specifically authorized by the other or required to do so by law.

**14.10 Business Associate Agreement.** Throughout the term of this Agreement, UICOMR and County mutually agree to abide by the conditions and requirements as stated in the Business Associate Agreement attached to this Agreement as Exhibit B.

**14.11.1 Anti-bribery:** County certifies it is not barred from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

**14.11.2 Non-Discrimination and Equal Employment Opportunity:** Both Parties certify that they are in compliance with applicable provisions of the U. S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. Both Parties shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented by U. S. Department of Labor regulations (41 C.F.R. Chapter 60).

**14.11.3 Exclusions Party List:** Both Parties certify that neither it nor, to the best of its abilities, any of its employees and agents are currently the subject of an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is it currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. Both Parties represent and acknowledge, it has checked the U. S. General Service Administration's (GSA) Excluded Party Listing System (EPLS), which lists Parties excluded from federal procurement and non-procurement programs. The EPLS website includes GSA/EPLS, the U.S. Department of Health and Human Services (HHS) Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE), and the U.S. Department of Treasury's (Treasury) Specially Designated Nationals (SDN) list. Both Parties also represent and acknowledge, it has checked

the Illinois Department of Public Aid (IDPA) OIG Provider Sanctions list of individuals and entities excluded from state procurement with respect to each respective Party's employees and agents. See the following websites:

<http://exclusions.oig.hhs.gov/>

and <http://www.illinois.gov/hfs/oig/Pages/SanctionsList.aspx>

Either Party can terminate contract without penalty to the other Party if the other Party becomes excluded during life of this Agreement.

Each Party shall inform the other Party immediately if it would no longer be able to comply with these certifications at any time during the term of the Agreement.

**14.12 Assignment.** Neither Party may assign or transfer this Agreement or any part thereof, without the express written consent of the other Party.

**14.13 Notices.** All notices or other communications required or permitted to be given under this Agreement shall be in writing, shall be delivered either personally in hand, by certified mail, return receipt requested, postage prepaid, or by independent guaranteed over-night delivery service, and shall be addressed to the appropriate Party at the following address (or such other address as may be given in writing to the other Party):

(a) County

With a copy to:

Winnebago Co. Purchasing Dept.  
404 Elm Street, Room 202  
Rockford, Illinois 61101  
Attention:  
Ann Johns  
Purchasing Director

Winnebago County Corrections Bureau  
650 W. State Street  
Rockford, IL 61101  
Attention:  
Corrections Bureau Operations Commander

(b) UICOMR:

Uma Sriram  
Director of Finance  
UIC College of Medicine Rockford  
1601 Parkview Avenue  
Rockford, IL 61107

**14.14 Governing Law.** This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Illinois.

**14.15 Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and is intended to be a complete and exclusive statement of the promises, representa-

tions, negotiations, discussions, and agreements that have been made in connection with the subject matter thereof. No modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto. This Agreement consists of the contract documents listed below, which are incorporated by reference, except as modified herein. In the event of conflicts or discrepancies among the contract documents, interpretations will be based on the following priority:

- (1) This Agreement.
- (2) Winnebago County Request for Proposal Bid No. 18P-2140.
- (3) UICOMR's bid response.

**14.16 Waiver of Breach.** The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.

**14.17 Excused Performance.** In the event the performance of any of the terms or provisions of this Agreement shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, local, State, or Federal, or because of riots, public disturbances, strikes, lockouts, differences with workmen, fires, floods, acts of God, or any similar cause beyond the reasonable control of the Party whose performance is interfered with, and which, by the exercise of reasonable diligence, said Party is unable to prevent, the Party so suffering may at its option suspend, without liability, the performance of its obligations hereunder during the period such cause continues.

**14.18 Severability.** In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement; which shall remain in full force and effect and enforceable in accordance with its terms.

**14.19 Other Contracts and Third-Party Beneficiaries.** The Parties acknowledge UICOMR is neither bound by or aware of any other existing contracts to which County is a party and which relate to the providing of medical care to the Inmates; except as specified in Section 1.4 of this Agreement. The Parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that this Agreement is intended to be for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third-party beneficiaries thereof.

**14.20 Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute one and same instrument.

**14.21 Non-Medical Care of Inmates.** The Sheriff shall provide for the non-medical needs of Inmates receiving health care services hereunder; which shall include, but not be limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

**14.22 Non-Discrimination.** UICOMR agrees to not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age, or handicap unrelated to the bona fide occupational qualification of the position, or status as a disabled veteran or Vietnam Era veteran. UICOMR will distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening, referral, and selection of job applicants, and to prospective job applicants.

**14.23 Authority.** Each Party hereto represents and acknowledges that the person executing this Agreement on its behalf has full power and authority to do so, and that this Agreement constitutes a legal, valid, and binding agreement of each such Party.

**14.24 Amendments and Modifications.** Furthermore, notwithstanding any other provision of this Agreement to the contrary, this Agreement can be amended only in writing signed by both Parties during the current contract term.

**IN WITNESS WHEREOF**, the Parties have set their hands and seals hereto as of the day and year written below.

THE COUNTY OF WINNEBAGO and the WINNEBAGO COUNTY SHERIFF

By: \_\_\_\_\_ / \_\_\_\_\_  
Frank Haney Date  
Chairman Winnebago County Board

By: \_\_\_\_\_ / \_\_\_\_\_  
Gary Caruana Date  
Winnebago County Sheriff

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: \_\_\_\_\_ / \_\_\_\_\_  
Avijit Ghosh Date  
Comptroller

**EXHIBIT A  
STAFFING PLAN**

| <b>Jail Nursing Staff Coverage</b>                            | <b><u>Mon-Fri,</u><br/><u>Day</u></b> | <b><u>Mon-Fri,</u><br/><u>PM</u></b> | <b><u>Mon-Fri,</u><br/><u>Night</u></b> |
|---------------------------------------------------------------|---------------------------------------|--------------------------------------|-----------------------------------------|
|                                                               | <b># Staff</b>                        | <b># Staff</b>                       | <b># Staff</b>                          |
| <b><u>Administrative Nurse (Supervisory) (Mon-Fri)</u></b>    | 1                                     | 0                                    | 0                                       |
| Healthcare Administrator                                      |                                       |                                      |                                         |
| Supervision of all staff ( RN, LPN, MA, NT)                   |                                       |                                      |                                         |
| Prepare staff schedules and assignments                       |                                       |                                      |                                         |
| Coordinate Physical Therapy sessions                          |                                       |                                      |                                         |
| Compile Monthly Statistics                                    |                                       |                                      |                                         |
| Liaison with Jail administration                              |                                       |                                      |                                         |
| Complete monthly narcotic Inventory and reconciliation        |                                       |                                      |                                         |
| Prepare monthly STI billing                                   |                                       |                                      |                                         |
| Address grievances in kiosks                                  |                                       |                                      |                                         |
| Complete Incident reporting                                   |                                       |                                      |                                         |
| Review Pharmacy Bills                                         |                                       |                                      |                                         |
| Prepare medical/dental visit billings for Jail administration |                                       |                                      |                                         |
| Attend monthly staff meetings/ and or Jail meetings           |                                       |                                      |                                         |
| Oversee JDC staff and schedules                               |                                       |                                      |                                         |
|                                                               |                                       |                                      |                                         |
| <b><u>Licensed Clinical Professional Counselor</u></b>        | 1                                     |                                      |                                         |
| Perform Medical Screenings                                    |                                       |                                      |                                         |
| Complete comprehensive health/mental evaluation               |                                       |                                      |                                         |
| Suicide screening                                             |                                       |                                      |                                         |
| Sick calls                                                    |                                       |                                      |                                         |
| Treatment plans                                               |                                       |                                      |                                         |
| Follow up care and treatment                                  |                                       |                                      |                                         |
|                                                               |                                       |                                      |                                         |
| <b><u>Nurse Techs &amp; Medical Assistants</u></b>            | 2                                     | 0                                    | 0                                       |
| Assist providers with Clinic sessions                         |                                       |                                      |                                         |
| Room patients                                                 |                                       |                                      |                                         |
| Lab duties                                                    |                                       |                                      |                                         |
| Complete Accuchecks                                           |                                       |                                      |                                         |
| Process all Medical Record requests                           |                                       |                                      |                                         |
| Assist with treatments                                        |                                       |                                      |                                         |
| Assist with medical intakes                                   |                                       |                                      |                                         |
| Assist with bond out                                          |                                       |                                      |                                         |
| Schedule appointments as requested by Providers               |                                       |                                      |                                         |



|                                                                                                 |                            |                          |                              |
|-------------------------------------------------------------------------------------------------|----------------------------|--------------------------|------------------------------|
| Prepare daily treatment sheets and physical sheets                                              |                            |                          |                              |
| Complete Filing and purging of charts                                                           |                            |                          |                              |
| Answer phones                                                                                   |                            |                          |                              |
| • <b>Medical Assistants Only: Administer immunizations or pass medication prepared by nurse</b> |                            |                          |                              |
|                                                                                                 |                            |                          |                              |
|                                                                                                 | <b><u>Mon-Sun, Day</u></b> | <b><u>Mon-Sun PM</u></b> | <b><u>Mon-Sun, Night</u></b> |
|                                                                                                 | <b><u># Staff</u></b>      | <b><u># Staff</u></b>    | <b><u># Staff</u></b>        |
| <b><u>Nurses ( LPN's or RN's &amp; NT)</u></b>                                                  | 4                          | 4                        | 2                            |
| All medication passes                                                                           |                            |                          |                              |
| Treatments (physicals, vitals and wound care)                                                   |                            |                          |                              |
| Diabetic checks                                                                                 |                            |                          |                              |
| Sick call triage                                                                                |                            |                          |                              |
| Lab blood draws                                                                                 |                            |                          |                              |
| Order pharmacy medication                                                                       |                            |                          |                              |
| Medical Records Documentation/Charting                                                          |                            |                          |                              |
| Manage medication records                                                                       |                            |                          |                              |
| Manage patient personal medication and stock medication                                         |                            |                          |                              |
| Medical intakes                                                                                 |                            |                          |                              |
| Bond out                                                                                        |                            |                          |                              |
| Respond to Medical codes                                                                        |                            |                          |                              |
| Process written orders by from providers                                                        |                            |                          |                              |
| -                                                                                               |                            |                          |                              |

|                                                                 |          |
|-----------------------------------------------------------------|----------|
| <b>Physician (2 sessions a week on non-consecutive days)</b>    | <b>1</b> |
| <b>Psychiatrist (2 sessions a month, non-consecutive weeks)</b> | <b>1</b> |
| <b>Nurse Practitioner (40 hours a week)</b>                     | <b>1</b> |

**Day = 6:00 a.m. – 2:00 p.m.**

**PM = 2:00 p.m. – 10:00 p.m.**

**Night = 10:00 p.m. – 6:00 a.m.**

| Adult Jail                               |       |      |            |                       |  |
|------------------------------------------|-------|------|------------|-----------------------|--|
| Employee                                 | Title | FTE  | Hours/Week | Shifts                |  |
| Physician                                |       | 0.2  | 8-10       | Day                   |  |
| Psychiatrist                             |       | 0.05 | 2          | Day                   |  |
| Nurse Practitioner                       |       | 1    | 40         | Mon- Fri, Day         |  |
| Health Administrator/RN                  | AN II | 1    | 40         | Mon- Fri, Day         |  |
| Licensed Clinical Professional Counselor | LCPC  | 1    | 40         | Mon- Fri, Day         |  |
| Registered Nurse                         | SN I  | 1    | 40         | Mon- Fri, Day         |  |
|                                          | LPN   |      |            |                       |  |
| Licensed Practical Nurse                 | II    | 1    | 37.5       | Mon- Fri, Day         |  |
| Registered Nurse                         | SN I  | 1    | 40         | Mon- Fri, Day         |  |
| Registered Nurse                         | SN I  | 1    | 40         | Mon- Fri, Day         |  |
| Registered Nurse                         | SN I  | 1    | 40         | Mon-Fri, Evening      |  |
| Registered Nurse                         | SN II | 1    | 40         | Mon-Fri, Evening      |  |
| Registered Nurse                         | SNII  | 1    | 40         | Mon-Fri, Evening      |  |
|                                          | LPN   |      |            |                       |  |
| Licensed Practical Nurse                 | II    | 1    | 37.5       | Mon-Fri, Evening      |  |
| Registered Nurse                         | SNI   | 1    | 40         | Mon-Fri, Night        |  |
| Registered Nurse                         | SN II | 0.6  | 24         | Weekend-Night         |  |
|                                          | LPN   |      |            |                       |  |
| Licensed Practical Nurse                 | II    | 0.64 | 24         | Weekend-Day           |  |
|                                          | LPN   |      |            |                       |  |
| Licensed Practical Nurse                 | II    | 0.64 | 24         | Weekend-Night         |  |
|                                          | LPN   |      |            |                       |  |
| Licensed Practical Nurse                 | II    | 0.64 | 24         | Weekend-Day           |  |
| Nurse Technician                         | NT    | 1    | 40         | Mon- Fri, Day         |  |
| Nurse Technician                         | NT    | 1    | 40         | Mon- Fri, Day         |  |
| Nurse Technician                         | NT    | 1    | 40         | Mon-Fri, Night        |  |
| Rotation                                 |       |      |            |                       |  |
| Registered Nurse                         | SNI   | 0.2  | 16         | Plug In Evening/Night |  |
| Registered Nurse                         | SN II | 0.6  | 24         | Rotate with JDC       |  |

| <b><u>Subcontracts</u></b> |  |    |                 |
|----------------------------|--|----|-----------------|
| Dentist                    |  | 8  |                 |
| Dental Assistants          |  | 10 |                 |
| Kp Counseling              |  | 10 |                 |
| Edgebrook                  |  | 8  | 45 visits/month |

**EXHIBIT B**  
**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”) dated \_\_\_\_\_ (the “Effective Date”), is entered into by and between Winnebago County Sheriff \_\_\_\_\_ (“Covered Entity” or “CE”) and the Board of Trustees of the University of Illinois on behalf of its College of Medicine at Rockford, Department of Family and Community Medicine (“Business Associate”), each a “Party” and collectively, the “Parties.”

**WHEREAS**, CE and Business Associate have entered into, or are entering into, or may subsequently enter into, agreements or other documented arrangements (collectively, the “Business Arrangements”) pursuant to which Business Associate may provide products and/or services for CE that require Business Associate to access, create and/or use health information that is protected by state and/or federal law; and

**WHEREAS**, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and U.S. Department of Health & Human Services (“HHS”) promulgated the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Standards”), at 45 C.F.R. Parts 160 and 14, requiring certain individuals and entities subject to the Privacy Standards (each a “Covered Entity”, or collectively, (“Covered Entities”) to protect the privacy of certain individually identifiable health information (“Protected Health Information”, or “PHI”); and

**WHEREAS**, pursuant to HIPAA, HHS has issued the Security Standards (The “Security Standards”) at 45 C.F.R Parts 160, 162 and 164, for the protection of electronic protected health information (“EPHI”); and

**WHEREAS**, in order to protect the privacy and security of PHI, including EPHI, created or maintained by or on behalf of the Covered Entity, the Privacy Standards and Security Standards require a Covered Entity to enter into a “business associate agreement” with certain individuals and entities providing services for or on behalf of the Covered Entity if such services require the use of disclosure of PHI or EPHI; and

**WHEREAS**, on February 7, 2009, the Federal Health Information Technology for Economic and Clinical Health Act (the HITECH Act”) was signed into law, and the HITECH Act imposes certain privacy and security obligations on Covered Entities in addition to the obligations created by the Privacy Standards and the Security Standards; and

**WHEREAS**, the HITECH Act revises many of the requirements of the Privacy Standards and the Security Standards concerning the confidentiality of PHI and EPHI, including extending certain HIPAA and HITECH Act requirements directly to business associates; and

**WHEREAS**, the HITECH Act requires that certain of its provisions be included in business associate agreements, and that certain requirements of the Privacy Standards be imposed contractually upon Covered Entities as well as business associates; and

**WHEREAS**, Business Associate and CE desire to enter into this Agreement;

**NOW THEREFORE**, in consideration of the mutual promises set forth in the Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. **Business Associate Obligations.** Business Associate may receive from CE, or receive on behalf of CE, health information that is protected under applicable State and/or Federal law, including without limitation, PHI and EPHI. All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Privacy Standards, the Security Standards and/or the HITECH Act, as applicable (collectively referred to hereinafter as the “confidentiality Requirements”). All references to PHI herein shall be constructed to include EPHI. Business Associate agrees not to use or disclose (or permit the use of or disclosure of) PHI in a manner that would violate the Confidentiality Requirements if the PHI were used or disclosed by CE in the same manner.
2. **Use of PHI.** Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. 164.504(e). Furthermore, Business Associate shall use PHI solely for CE’s benefit and only for the purpose of performing services for CE as such services are defined in Business Arrangements, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under Federal and State law. CE shall retain all rights in the PHI not granted herein. Use, creation and disclosure of de-identified health information by Business Associate are not permitted unless expressly authorized in writing by CE.
3. **Disclosure of PHI.** Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third party Persons or entities as necessary to perform its obligations under the Business Arrangement and as permitted or required by applicable Federal or State law. Further, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that (i) such disclosures are required by law, or (ii) Business Associate: (a) obtains reasonable assurances from any third party to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the third party; (b) requires the third party to agree to immediately notify Business Associate of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements. Additionally, Business Associate shall ensure that all disclosures of PHI by Business Associate and the third party comply with the principle of “minimum necessary use and disclosure,” i.e.,

only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed; provided further Business Associate shall comply with Section 13405(b) of the HITECH Act, and any regulations or guidance issued by HHS concerning such provision, regarding the minimum necessary standard and the use and disclosure (if applicable) of Limited Data Sets. If Business Associate discloses PHI received from CE, or created or received by Business Associate on behalf of CE, to agents, including a subcontractor (Collectively, “Recipients”), Business Associate shall require recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement including that such Recipients will implement reasonable and appropriate safeguards to protect the PHI and immediately notify Business Associate of any breaches of the confidentiality of the PHI, as “breach” is defined by 45 C.F.R. 164.402, to the extent Recipients have knowledge of such breach. Business Associate shall report to CE any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within ten (10) business days of the Business Associate becoming aware of such use or disclosure. In addition to Business Associate’s obligations under Section 9, Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by CE in writing, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.

4. **Individual Rights Regarding Designated Record Sets.** If Business Associate maintains a Designated Record Set on behalf of CE, Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by CE or, as directed by CE, an individual who is the subject of the PHI under conditions and limitations required under 45 CFR 164.524, as it may be amended from time to time, and (ii) amend PHI maintained by Business Associate as requested by CE. Business Associate shall respond to any request from CE for access by an individual within five (5) days of such request and shall make any amendment requested by CE within ten (10) days of such request. Any information requested under this Section 4 shall be reasonably provided in the form or format requested, if it is readily producible in such form or format. CE shall determine whether a denial is appropriate or an exception applies. Business Associate shall notify CE within five (5) days of receipt of any request for access or amendment by individual. CE shall determine whether to deny or grant any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set, as requested by CE.
5. **Accounting of Disclosures.** Business Associate shall make available to CE, in response from request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR 164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by

HHS in accordance with such provision. Business Associate shall provide to CE such information necessary to provide an accounting within thirty (30) days of CE's request or such shorter time as may be required by state or federal law. Such accounting must be provided without cost to the individual or to CE if it is the first accounting requested by an individual within any twelve (12) month period. Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) so long as Business Associate inform the CE and the CE informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.

6. **Withdrawal of Authorization.** If the use of disclosure of PHI in this Agreement is based upon an individual's specific authorization for the use of his or her PHI, and (i) the individual revokes such authorization in writing (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an expectation under the Confidentiality Requirements expressly applies.
7. **Records and Audit.** Business Associate shall make available to the United States Department of Health and Human Services, or its agents, its internal practice, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of CE for the purpose of determining CE's compliance with the Confidentiality Requirements or any other health oversight agency, in a time and manner designated by the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify CE immediately upon receipt by Business Associate of any and all requests by or on behalf of any and all Federal, State and local government authorities served upon Business Associates for PHI.
8. **Implementation of Security Standards; Notice of Security Incidents.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of CE. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. 164.38, 164.310, 164.312 and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all

additional security provisions of the HITECH Act. Furthermore, to the extent feasible, Business Associate will use commercially reasonable efforts to ensure that the technology safeguards used by Business Associate to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009). Or such alter regulations or guidance promulgated by HFS or issued by the National Institute for Standards and Technology (“NIST”) concerning the protection of identifiable data such as PHI. Business Associate will promptly report to Facility any successful Security Incident of which it becomes aware. At the request of Facility, Business Associate shall identify: the date of the Security Incident, the scope of the Security Incident, the Business Associate’s response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known.

## **9. Data Breach Notification and Mitigation.**

**9.1 HIPAA Data Breach Notification and Mitigation.** Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any “breach” of “unsecured PHI” as those terms are defined by 45 C.F.R. 164.402 (hereinafter a “HIPAA Breach”). The parties acknowledge and agree that 45 C.F.R. 164.404 as described below in this Section 9.1, governs the determination of the date of a HIPAA breach. In the event of any conflict between this Section 9.1 and the Confidentiality Requirements, the more stringent requirements shall govern. Business Associate will, following the discovery of a HIPAA breach, notify CE promptly and in no event later than ten (10) business days after the Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. 164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to CE, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Business Associate, or by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be considered to have had knowledge of a HIPAA Beach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Business Associate. No later than thirty (30) business days following the Breach, Business Associate shall provide CE with sufficient information to permit CE to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. 164.400 et. seq. Specifically, if the Business Associate will provide CE with (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, e-mail address); (ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA

Breach and the date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g. names, social security number, date of birth, address(e.g.), account numbers of any kind, disability codes diagnostic and/or billing codes or similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) the name and the contact information for the Business Associate's liaison from whom the CE and individuals may ask questions or earn additional information concerning the HIPAA Breach. Following the HIPAA Breach, Business Associate will have a continuing duty to inform CE of new information learned by Business Associate regarding the HIPAA Breach, including but not limited to the items described in items (i) through (v) above. In the event of a breach of Business Associate's obligation under this Agreement requires notification under applicable law CE ("Notification Event"), Business Associate shall coordinate with CE to assist CE's effort to inform individuals in accordance with such applicable law.

**9.2 Data Breach Notification and Mitigation under Other Laws.** In addition to the requirements of Section 9.1, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as "Individually Identifiable Information") that, if misused, disclosed, lost or stolen, CE believes would trigger and obligation under one or more State data breach notification laws (each as a "State Breach") to notify the individuals who are the subject of the information. Business Associate agrees that in the event all individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Business Associate shall promptly: (i) cooperate and assist CE with any investigation into any State Breach or alleged State Breach; (ii) cooperate and assist CE with any investigation into any State Breach or alleged State Breach conducted by any State Attorney General or State Consumer Affairs Department (or their respective agents); CE and (iv) assist with the implementation of any decision by CE or any State agency, including any State Attorney General or State Consumer Affairs Department (or their respective agents), to notify individuals impacted or potentially impacted by a State Breach.

**9.3 Liability.** It is understood and agreed that neither party to this Agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other unless such liability is imposed by law and that this Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against a third party.



## **10. Term and Termination.**

10.1 This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this Section 10, provided, however, that termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.

10.2 This Agreement shall immediately terminate upon termination of the service under the Agreement between parties.

10.3 Either Party may immediately terminate this Agreement (the “Terminating Party”) and shall have no further obligations to the other Party (“Terminated Party”) hereunder if any of the following events shall have occurred and be continuing:

- (i) The Terminated Party fails to observe or perform any material covenant or obligation contained in this Agreement for ten (10) days after written notice thereof has been given to the Terminated Party; or
- (ii) A violation by the Terminated Party of any provision of the Confidentiality Requirements or other applicable federal or state privacy law relating to the obligations of the Terminated Party under this Agreement.

10.4 Termination of this Agreement for either of the two reasons set forth in Section 10.3 above shall be cause for CE to immediately terminate for cause any Business Arrangement pursuant to which Business Associate is entitled to receive PHI from CE.

10.5 Upon the termination of all Business Arrangements, either Party may terminate this Agreement by providing written notice to the other Party.

10.6 Upon termination of this Agreement for any reason, Business Associate agrees to destroy all PHI received from CE or otherwise through the performance of services for CE that is in the possession or control of Business Associate or its agents. In the case of PHI that is not feasible to “destroy,” Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of PHI.

**11. No Warranty.** PHI is provided to Business Associate solely on an “as is” basis. CE disclaims all other warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose.

**12. Ineligible Persons.** Business Associate represents and warrants to CE that Business Associate (i) is not currently excluded, debarred or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7B(f) (“the Federal Healthcare Programs”); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify CE of any change of status of the representations and warranty set forth in this section. Any breach of this section shall give CE the right to terminate this Agreement immediately for cause.

**13. Miscellaneous.**

13.1 **Notices.** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; (iii) overnight delivery service with proof of delivery; or (iv) facsimile with return facsimile acknowledging receipt. 13.2 hereunder.

**COVERED ENTITY:**

**BUSINESS ASSOCIATE:**

13.2 **Waiver.** No provision of this Agreement or any breach thereof shall be deemed as waived unless such waiver is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver or excuse any different or subsequent breach.

13.3 **Assignment.** Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party.

13.4 **Severability.** Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions.

13.5 **Entire Agreement.** This Agreement constitutes the complete agreement between Business Associate and CE relating to the matters specified in the Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party; provided, however that upon the enactment of any law, regulation, court decision, or relevant government publication and/or interpretative guidance or policy that the CE believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, CE may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which and or transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third party beneficiary under this Agreement nor shall any third party have any rights as a result of this Agreement.

13.6 **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois, excluding its conflicts of laws provisions.

13.7 **Nature of Agreement: Independent Contractor.** Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties. Business Associate is an independent contractor, and not an agent of CE. This Agreement does not express or imply any commitment to purchase or sell goods or services.

13.8 **Restriction or Remuneration for HER and PHI.** Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI except as permitted by 13405(d) of the HITECH Act (42 U.S.C. 17935(d)).

13.9 **Covered Entity.** Notwithstanding the fact that the Winnebago County Sheriff is referred to as a “covered entity” in the Whereas clauses above in this Business Associate Agreement, the Winnebago County Sheriff does not acknowledge, agree, nor admit that either the Office of the Winnebago County Sheriff or the Winnebago County Sheriff’s Department are “covered entities” as defined at 45 C.F.R. § 160.103. Nothing in this Business Associate Agreement shall be construed as an acknowledgment, representation, admission, or agreement that either the Office of the Winnebago County Sheriff or the Winnebago County Sheriff’s Department are subject to the obligations of “covered entities” under the Health Insurance Portability Act of 1996 or the regulations set forth at 45 C.F.R. Subt. A, Subch. C, Parts 160, 162, and 164.

13.10 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one

and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought.

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

COVERED ENTITY:

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name/Title

Date: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name/Title

Date: \_\_\_\_\_

BUSINESS ASSOCIATE:

The Board of Trustees of the  
University of Illinois

By: \_\_\_\_\_

Avijit Ghosh, Comptroller

Date: \_\_\_\_\_

## **HEALTH SERVICES AGREEMENT**

**(UIC ref. no. CN-)**

This Health Services Agreement (hereinafter referred to as "Agreement") is entered into by and between the County of Winnebago, an Illinois body politic (hereinafter referred to as "County") and the Board of Trustees of the University of Illinois, a public body, corporate and politic of the State of Illinois on behalf of the University of Illinois at Chicago and its College of Medicine Rockford, Department of Family and Community Medicine, located at 1601 Parkview S200, Rockford, Illinois (hereinafter referred to as "UICOMR"). County and UICOMR shall be collectively referred to herein as "the Parties" and individually as "a Party".

### **WITNESSETH :**

**WHEREAS**, County desires to enter into an agreement with UICOMR for the delivery of on-site health care services to juvenile detainees at the Winnebago County Juvenile Detention Center, located at 5350 Northrock Drive, Rockford, Illinois, (hereinafter referred to as "Detention Center"); and

**WHEREAS**, UICOMR is a corporation which provides correctional health care and health care related management services, and desires to provide such services to the County under the terms and conditions hereof.

**NOW, THEREFORE**, with the intent to be legally bound, and in consideration of the covenants and promises hereinafter made, the Parties hereto agree as follows:

### **ARTICLE I: HEALTH CARE SERVICES.**

**1.1 General Engagement/Scope of Services.** County hereby engages UICOMR to deliver on-site at the Detention Center, and at UICOMR's expense, such reasonably necessary medical and related health care services as are needed by any juvenile being detained at the Detention Center (hereinafter referred to as "Juvenile") and which can be reasonably rendered on-site; and UICOMR hereby accepts such engagement according to the terms and provisions hereof. These services shall include, but not limited to, a comprehensive health assessment of each Juvenile within seven (7) days following the Juvenile's incarceration in the Detention Center. [It is the understanding of the parties that UICOMR will be providing services under this Agreement for only a predetermined number of hours per week, and that UICOMR is responsible for providing services under this Agreement only during those hours of coverage. This Agreement does not contemplate 24 hours per day coverage. In the event a Juvenile requires medical attention when UICOMR staff or subcontractors are not present at the Detention Center, it is the understanding of the parties that the Juvenile will be transported off-site for medical treatment and UICOMR will not be financially responsible for the costs of those off-site services. Furthermore, it is the understanding of the Parties that Juveniles needing

medical services of a type or scope which cannot be reasonably rendered on-site will also be transported to off-site medical providers (e.g. hospitals) for medical treatment and that UICOMR will also not be financially responsible for the costs of those off-site services.]

**1.2 Elective Medical Care.** UICOMR will not be responsible for the provision of elective medical care to the Juveniles. For purposes of this Agreement, "elective medical care" means medical care which, if not provided, would not in the opinion of the UICOMR's Medical Director cause the Juvenile's health to deteriorate or cause harm to the Juvenile's well-being. Decisions concerning elective medical care shall be consistent with the applicable American Medical Association (AMA) Standards.

**1.3 Contaminated Waste Disposal.** UICOMR shall, at its cost, provide for the removal of all medical waste generated by the Detention Center's medical unit. Contaminated waste removal contractors utilized by UICOMR must agree to abide by all applicable Illinois, OSHA, and environmental laws and regulations.

**1.4 Collection of Physical Evidence.** UICOMR shall upon request to collect physical evidence (blood, hair, semen, saliva, etc.), when the request for search or collection is accompanied by a written court order and the Juvenile in question gives written permission for such search or collection to take place. UICOMR shall not bear the cost of testing the collected evidence. After collecting evidence, UICOMR will turn the specimen over to County or a court designated representative to complete chain-of-evidence. Health care personnel shall also offer court testimony relative to such collection, when necessary.

## **ARTICLE II: STAFFING.**

**2.1 Medical Care.** UICOMR shall, at its expense, furnish a Nurse Practitioner to provide four (4) hours per week of sick call at the Detention Center, and to provide any additional care during that time as is necessary to take care of the medical needs of the Juveniles and can be appropriately rendered on-site. Unless otherwise agreed to in advance by the Director of Juvenile Detention (or his designee), the Nurse Practitioner services shall be performed during two consecutive hours between 10:00 a.m. and 8:00 p.m. two non-consecutive days each week. Additionally, a physician shall be on-call for staff, 7 days/week, 24 hours/day. UICOMR will provide vacation and holiday coverage as required.

| <b><u>Position</u></b> | <b><u>FTE</u></b> |                |
|------------------------|-------------------|----------------|
| NP                     | .20               | (4 hours/week) |

**2.2 Nursing Services.** UICOMR shall, at its expense, provide thirty-five (35) hours per week (5 hours per day, 7 days per week) of on-site nursing services to the Juveniles consisting of:

| <b><u>Position</u></b> | <b><u>FTE</u></b> |                 |
|------------------------|-------------------|-----------------|
| RN/LPN                 | .9                | (35 hours/week) |

UICOMR reserves the right, in its sole discretion, to change the individual hours worked by RN's or LPN's, respectively, each week, but total hours shall be 35 per week. These hours will be provided between 8:00AM and 11:00AM and 7:00PM and 10PM.

See Staffing Plan attached as Exhibit A.

**2.3 Mental Health.** UICOMR shall, at its expense, provide a qualified mental health professional in the Detention Center 20 hours per week, Monday through Friday, to screen, assess and collaborate regarding medical services and provide training in mental health to Detention staff. Mental health assessments will be performed within 7 days of arriving in detention. UICOMR will try to secure telepsych services for detainees for 2 hours every month at a cost to be agreed upon by both Parties.

**2.4 Licensure, Certification, and Registration of Personnel.** UICOMR shall obtain at its cost any licenses which are required to provide the services contemplated by this Agreement. All personnel, including employees and subcontractors, provided or made available by UICOMR to render services hereunder will be licensed, certified or registered in their respective areas of expertise pursuant to applicable Illinois law. Copies of current certifications and licenses for all personnel working on site or who supervise the work at the Detention Center shall be made available within 10 days of the request to the Director of Juvenile Detention.

**2.5 Use of Inmates in the Provision of Health Care Services.** Juveniles will not be employed or otherwise engaged by either UICOMR or the Director of Juvenile Detention in the direct rendering of any health care services.

**2.6 Subcontracting.** In order to discharge its obligations hereunder, UICOMR may engage certain health care professionals as independent contractors rather than as employees, and County expressly consents to such subcontracting (subject to the provisions of section 2.7 below). As the relationship between UICOMR and these health care professionals will be that of an independent contractor, UICOMR will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals, and UICOMR will not exercise control over the manner or means by which these independent contractors perform their professional services. Independent contractors are not deemed to be employees, agents, or representatives of either UICOMR or County. UICOMR shall ensure that any subcontractor providing health care services under this Agreement will have professional liability/malpractice insurance in the amounts set forth in section 9.1 below.

**2.7 Approval of Director.** UICOMR agrees to provide the Director of Juvenile Detention with the names, Social Security Numbers, and dates of birth of all employees and

subcontractors to be used by UICOMR to provide services under this Agreement. UICOMR shall provide a written, signed waiver to the Director from each of UICOMR's employees and subcontractors giving the Director permission to conduct thorough and complete background checks. UICOMR agrees to not use any employees or subcontractors in the performance of its obligations under this Agreement with respect to whom the Director has not given, or has revoked, written security clearance.

Furthermore, in recognition of the sensitive nature of juvenile detention services, if the Director of Juvenile Detention becomes dissatisfied, for any reason, with any health care personnel provided by UICOMR, UICOMR shall, following written notice from the Director of Juvenile Detention that dissatisfaction and the reasons therefore, exercise its best efforts to resolve the problem. If the problem is not resolved to the satisfaction of the Director, UICOMR shall remove the individual about whom the Director has expressed his dissatisfaction. Should removal of an individual become necessary, UICOMR will be allowed reasonable time to find an acceptable replacement. If, however, in the sole judgment of the Director the immediate removal of any health care personnel is necessary, then that person shall be removed and replaced forthwith by UICOMR.

### **ARTICLE III: EDUCATION AND TRAINING.**

UICOMR will, at its expense, conduct an on-going health education program for the UICOMR nursing staff at the Detention Center with the objective of raising the level of Juvenile health care. This health care education program will include but not be limited to, at the Juvenile Detention Director's request, programs in first aid, signs and symptoms of chemical dependency, reactions to medical emergencies, and yearly competency assessments. UICOMR will also provide, at its expense, health care education for corrections officers every two years as indicated by the standards of the National Commission on Correctional Health Care.

### **ARTICLE IV: REPORTS AND RECORDS.**

**4.1 Medical Records.** UICOMR shall maintain a separate, individual, accurate, and complete medical record for each Juvenile who receives health care services under this Agreement. These medical records will be maintained pursuant to the applicable law, the National Commission on Correctional Health Care standards, the Illinois Department of Corrections Minimum Standards for Jails and Lockups, the Illinois Department of Juvenile Justice Standards and the Winnebago County Juvenile Detention Center Director's Policies and Procedures; and will be kept separate from the Juveniles' confinement records. Medical records will be kept confidential in accordance with the applicable laws and regulations, and UICOMR will follow the Director's policies regarding access by Juveniles and detention staff to the medical records, subject to the applicable law regarding confidentiality of such records. A complete copy of the applicable medical record in the format requested shall be available to accompany each Juvenile who is transferred from the Detention Center to another location for off-site services or is transferred to another institution. No information contained in the medical



records will be released by UICOMR except as provided by court order or otherwise in accordance with applicable law. These records will be kept and maintained at the Detention Center, and shall be the property of the Winnebago County Court Services Department. If County requests, during the term of this Agreement, UICOMR will assist County in contracting with a vendor to implement an electronic medical record system for use at the Detention Center. County shall be responsible for the payment of all costs incurred in the implementation and use of an electronic medical records system in the Detention Center.

**4.2 Regular Reports by UICOMR to County.** UICOMR will provide monthly reports to the Director of Juvenile Detention (or his designee) concerning the overall operation of the health care program and the general health of the Juveniles.

**4.3 Meetings.** UICOMR shall meet every other month with the Director of Juvenile Detention (or his designee) to discuss health-related procedures and operations within the Detention Center and any proposed changes to the health-related procedures; and any other matters which either Party deems necessary.

**4.4 Detainee Information.** In order to assist UICOMR in providing the appropriate health care services to the Juveniles, the Director of Juvenile Detention will provide UICOMR with such information pertaining to the Juveniles that is under the Director's control as is reasonably necessary for UICOMR to adequately perform its obligations hereunder.

**4.5 UICOMR Records Available to County with Limitations on Disclosure.** UICOMR will make available to the Director of Juvenile Detention (or his designee) upon request, unless otherwise specifically prohibited by law, all records, documents, and other papers relating to the direct delivery of health care services to the Juveniles hereunder; provided, however, that County understands that the systems, methods, procedures, written materials, and other controls employed by UICOMR in the performance of its obligations hereunder are proprietary in nature and will remain the property of UICOMR and may not, at any time be used, distributed, copied, or otherwise utilized by County, except in connection with review of the delivery of health care services hereunder, unless such disclosure is approved in advance in writing by UICOMR or is required by law.

**4.6 County Records Available to UICOMR with Limitations on Disclosure.** During the term of this Agreement and for a reasonable time thereafter, the Director of Juvenile Detention will provide to UICOMR, at UICOMR's request and in accordance with applicable law, the Director's records relating to the provision of health care services to the Juveniles hereunder as may be pertinent to the investigation or defense of any claim related to UICOMR's conduct. The Director will make available to UICOMR such records as are possessed by the Director, or maintained by hospitals, and other outside health care providers involved in the care or treatment of the Juveniles (to the extent the Director has any claim to those records) as UICOMR may reasonably request consistent with applicable law; provided, however, that any such information released by the Director to UICOMR which the Director considers to be

confidential will be kept confidential by UICOMR and will not, except as may be required by law, be distributed to any third party without the prior written approval of the Director.

**4.7 Access to Books and Records.** UICOMR and County agree to make available, upon written request by the Secretary of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and any books, documents, and records necessary to verify the costs of services rendered under this Agreement. Both Parties further agree to make said Agreement, books, documents, and records available until the expiration of four (4) years after the services are furnished under this Agreement.

## **ARTICLE V: SECURITY.**

**5.1 General.** UICOMR and County understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of UICOMR, as well as for the security of the Juveniles and detention staff. The Director of Juvenile Detention will provide security services reasonably sufficient to enable UICOMR and its personnel to safely provide the health care services called for hereunder. UICOMR acknowledges, however, that the Director cannot, and does not, guarantee the absolute safety of UICOMR personnel from the criminal acts of juvenile detainees. Neither the Director nor the County shall be liable for the loss of, or injury or damage to, equipment, supplies, and/or personnel of UICOMR, its agents, or subcontractors unless such loss, damage, or injury is caused by the sole negligence of the Director of Juvenile Detention or detention staff.

**5.2 Detention Center Regulations.** UICOMR employees and subcontractors will be informed of the Director of Juvenile Detention's security regulations and procedures, and UICOMR understands they will be subject to all such regulations and procedures.

## **ARTICLE VI: SPACE, MEDICAL SUPPLIES, AND PHARMACEUTICALS**

**6.1 Office Space and Equipment.** The County agrees to provide UICOMR with a work area, office equipment, and utilities (including local telephone service) sufficient to enable UICOMR to perform its obligations hereunder. At the termination of this Agreement, UICOMR shall return to County possession and control of all County-owned office equipment. At such time the office equipment shall be in good working order, reasonable wear and tear excepted.

**6.2 Office Supplies.** UICOMR shall provide, at its own expense, all office supplies necessary to perform the services contemplated by this Agreement (e.g., paper, pens, medical charts, medical folders, etc.).

**6.3 Medical Equipment.** County shall furnish an examination table and related accessories. UICOMR is responsible for furnishing, at its cost, all other necessary medical equipment as agreed to by the Parties. At the termination of this Agreement, UICOMR

shall return to County possession and control of all County-owned medical equipment. At such time the medical equipment shall be in good working order, reasonable wear and tear excepted.

**6.4 Medical Supplies.** UICOMR shall furnish and pay for all consumable medical supplies (e.g., Band-Aids, gauze, pregnancy test kits, etc.) that are needed for the services to be provided hereunder.

**6.5 Pharmacy Services.** UICOMR shall furnish and pay for all non-prescription medications that are needed by the Juveniles. (UICOMR shall not be responsible for providing and paying for prescription medications.) UICOMR staff shall be responsible for dispensing all medications (both prescription and non-prescription) to the Juveniles at those times during which UICOMR staff are present at the Detention Center.

**6.6 General Maintenance Service.** County will provide for each Juvenile receiving healthcare services no less than the full range of services and facilities provided by County for other Juveniles at the Detention Center, including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

## **ARTICLE VII: TERM AND TERMINATION OF AGREEMENT.**

**7.1 Contract Term.** This contract shall commence on April 1, 2019 at 12:01 a.m. and shall expire on March 31, 2020 at 11:59 p.m.; unless renewed or extended as provided herein. County reserves the right to extend this Agreement for four (4) one-year renewals if it appears to be in the best interest of County and the renewal is agreed to by UICOMR.

Furthermore, notwithstanding any other provision of this Agreement to the contrary, County reserves the right to extend the term of this Agreement, or any renewal of this Agreement, for up to 90 days if necessary to continue a source for juvenile detainee health care services if a new or replacement contract is not completed prior to the expiration date.

**7.2 Termination.** Either Party may, without prejudice to any other rights it may have, terminate this Agreement for the convenience of that Party, with or without cause, by giving the other Party written notice of intent to terminate one hundred twenty (120) days prior to the intended termination date.

If either UICOMR or County is in material breach of this Agreement, then the non-breaching Party may notify the other thereof in writing, and if the breach in performance is not cured within ninety (90) calendar days following receipt of notice, then the non-breaching Party has the right, without liability, in addition to its other rights and remedies, to terminate this Agreement immediately upon further written notice.

In the event UICOMR and County mutually agree in writing, this Agreement may be terminated on the terms and date stipulated.

UICOMR may terminate this Agreement for default if County fails to make timely payments due

to UICOMR under the terms of the Illinois Prompt Payment Act. County may terminate this Agreement immediately in the event UICOMR fails to keep in force any required insurance policies. UICOMR or County may terminate this Agreement immediately upon the insolvency, bankruptcy, or receivership of the other Party.

## **ARTICLE VIII: COMPENSATION.**

**8.1 Base Compensation.** County will pay UICOMR the sum of one hundred seventy-three thousand three hundred twenty-six dollars (\$173,326) for the first year of the contract, payable in twelve monthly installments of fourteen thousand four hundred forty-three dollars and eighty-three cents (\$14,443.83). UICOMR will bill County on or before the seventh day of each month preceding the month for which services are to be rendered, and County agrees to pay UICOMR for those services in advance of the services being rendered. In the event this Agreement should, for any reason, terminate on a date other than the end of a calendar month, compensation to UICOMR will be pro-rated accordingly for the shortened month, and UICOMR will reimburse County for any over payment.

**8.2 Negotiated Annualized Amount Increase Upon Renewal.** Unless otherwise mutually agreed by the Parties, upon each renewal of this Agreement the base compensation will be increased by the percentage increase of the Consumer Price Index for the previous calendar year (January – December) or two 2 (two) percent, whichever is greater.

**8.3 Increases in Juvenile Detainee Population.** This Agreement contemplates that the average daily juvenile detainee population of the Detention Center will be approximately 50, and UICOMR is relying on that figure not substantially deviating during the term of this Agreement. If the average daily detainee population for any calendar month during the term of this Agreement exceeds 50, then the compensation payable to UICOMR by County hereunder for that month shall be increased by a per diem rate of Twenty-five cents (\$0.25) for each detainee (average) over 50 for each day of the month. [For example, if the average juvenile detainee population for the month of April is 60, then the additional compensation shall be  $10 \times 30 \times \$0.25 = \$75.00$ .]

**8.4 Decreases in Juvenile Detainee Population.** If the average daily detainee population for any calendar month during the term of this Agreement falls below 40, then the compensation payable to UICOMR by the County hereunder for that month shall be decreased by a per diem rate of Twenty-five cents (\$0.25) for each detainee (average) under 40 for each day of the month. [For example, if the average juvenile detainee population for the month of April is 40, the amount UICOMR would have to reimburse County would be  $10 \times 30 \times \$0.25 = \$75.00$ .]

**8.5 Calculation of Average Daily Juvenile Detainee Population.** The average daily juvenile detainee population shall be derived from the Detention Center's record of the number of detainees being housed at the Detention Center as of 6:00 a.m. each day.

## **ARTICLE IX: INSURANCE.**

**9.1 University Insurance.** By action of the Board of Trustees of the University of Illinois on August 1, 1976 a liability self-insurance plan (Plan) was established; last amended June 9, 2011 with an effective date of January 1, 2012. The Plan covers its employees, including UIC-employed Physicians, subject to Plan's terms, conditions and exclusions. Coverage is not to be construed to insure the liability of others. The Plan limits of insurance are a maximum of \$1,000,000 per occurrence, \$3,000,000 annual aggregate and professional liability/malpractice insurance with limits of a maximum \$1,000,000 per occurrence, \$3,000,000 aggregate. The Plan documents are available on request. The Plan covers the Physicians, nursing staff, and mental health staff providing Services to County under this Agreement as employees of the University. While the Plan is in effect as of the date hereof, nothing contained herein shall be construed as precluding said Board of Trustees from modifying, revising, or canceling, in whole or part, the Plan; however, University agrees to provide County with an advance 30-day public written notice in the event the Plan is canceled in whole or in part.

**9.2 County Insurance.** County agrees to at all times throughout the term of this Agreement to maintain, in the minimum amounts of \$1,000,000 per claim or occurrence, \$3,000,000 aggregate, for its employees, agents, and servants, either (I) a comprehensive general public liability and property damage liability insurance in an amount adequate to cover the associated risks, (II) an equivalent program of funded self-insurance, or (III) use its captive insurance company to meet the terms and conditions of this paragraph. A copy of this coverage shall be provided to University upon request.

## **ARTICLE X: MISCELLANEOUS**

**10.1 Independent Contractor Status.** County expressly acknowledges UICOMR is an "independent contractor", and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which UICOMR, its employees, or its subcontractors perform hereunder. UICOMR assumes all financial responsibility for the employees of UICOMR.

**10.2 Limitation of Liability.** It is understood and agreed that neither County nor UICOMR shall be liable for any negligent or wrongful acts either of commission or omission chargeable to the other arising out of or as a consequence of the performance of this Agreement unless such liability is imposed by law, and that this Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party to the other or to a third party.

**10.3 Joint Defense.** The Parties acknowledge the importance of cooperation in the defense of litigation arising in connection with this Agreement. UICOMR and County hereby agree they shall consult and cooperate with each other in the defense of any claim arising in connection with the services provided pursuant to this Agreement insofar as there exists no conflict of interests between the Parties in any given claim.

**10.4 Use of Name.** County agrees not to use the name of the University of Illinois

in advertising or for any other commercial purpose without the prior written approval of UICOMR, which approval shall not be unreasonably withheld.

**10.5 Compliance with Laws.** County and UICOMR acknowledge that each has certain obligations in connection with applicable laws, regulations, and accreditation standards. Both Parties acknowledge that, from time to time, either Party may adopt policies, procedures, and/or documentation requirements in connection with the implementation of such laws, regulations and accreditation standards. Each Party agrees to cooperate with the other in this compliance.

**10.6 Prison Rape Elimination Act of 2003 (PREA).** UICOMR will comply with PREA, applicable PREA standards, and the Juvenile Detention Center Policies policies related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within the Detention Center.

**10.7 Taxpayer Identification.** Under penalties of perjury, UICOMR certifies that its Federal Taxpayer's Identification Number is: 37-6000511. Under penalties of perjury, County certifies that its Federal Taxpayer's Identification Number is: 36-6006681.

**10.8 Confidentiality.** Any information furnished by either Party to the other shall be treated as confidential. Neither Party shall disclose such information unless specifically authorized by the other or required to do so by law.

**10.9 Business Associate Agreement.** Throughout the term of this Agreement, UICOMR and County mutually agree to abide by the conditions and requirements as stated in the Business Associate Agreement attached to this Agreement as Exhibit B.

**10.10.1 Anti-bribery:** County certifies it is not barred from contracting as a result of conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

**10.10.2 Non-Discrimination and Equal Employment Opportunity:** Both Parties certify that they are in compliance with applicable provisions of the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act, and the rules applicable to each. Both Parties shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60).

**10.10.3 Exclusions Party List:** Both Parties certify that neither it nor, to the best of its abilities, any of its employees and agents is not currently subject of an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is it currently excluded

or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. Both Parties represent and acknowledge, it has checked the U. S. General Service Administration's (GSA) Excluded Party Listing System (EPLS), which lists Parties excluded from federal procurement and non-procurement programs. The EPLS website includes GSA/EPLS, the U.S. Department of Health and Human Services (HHS) Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE), and the U.S. Department of Treasury's (Treasury) Specially Designated Nationals (SDN) list. Both Parties also represent and acknowledge, it has checked the Illinois Department of Public Aid (IDPA) OIG Provider Sanctions list of individuals and entities excluded from state procurement with respect to each respective Party's employees and agents. See the following websites:

<http://exclusions.oig.hhs.gov/>

and <http://www.illinois.gov/hfs/oig/Pages/SanctionsList.aspx>

Either Party can terminate contract without penalty to the other Party if the other Party becomes excluded during life of this Agreement.

Each Party shall inform the other Party immediately if it would no longer be able to comply with these certifications at any time during the term of the Agreement

**10.11 Assignment.** Neither Party may assign or transfer this Agreement, or any part thereof, without the express written consent of the other Party.

**10.12 Notice.** All notices or other communications required or permitted to be given under this Agreement shall be in writing, shall be delivered either personally in hand, or by certified mail, return receipt requested, postage prepaid, or by independent guaranteed over-night delivery service, and shall be addressed to the appropriate Party at the following address (or such other address as may be given in writing to the other Party):

**(a) County:**

Winnebago County Purchasing  
404 Elm Street, Room 202  
Rockford, Illinois 61101  
Attention:  
Ann Johns  
Purchasing Director

**With a copy to:**

Winnebago Co. Juvenile Detention Center  
5350 Northrock Drive  
Rockford, Illinois 61103  
Attention:  
Bill Vedra  
Superintendent

**(b) UICOMR:**

Uma Sriram  
Director of Finance  
University of Illinois College of Medicine Rockford  
1601 Parkview Avenue  
Rockford, Illinois 61107

**10.13 Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Illinois.

**10.14 Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and is intended to be a complete and exclusive statement of the promises, representations, negotiations, discussions, and agreements that have been made in connection with the subject matter thereof. No modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto. This Agreement consists of the contracts documents listed below, which are incorporated by reference, except as modified herein. In the event of conflicts or discrepancies among the contract documents, interpretations will be based on the following priority:

- (1) This Agreement.
- (2) Winnebago County Request for Proposal Bid No. 18P-2140.
- (3) UICOMR's bid response.

**10.15 Waiver of Breach.** The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.

**10.16 Excused Performance.** In the event the performance of any of the terms or provisions of this Agreement shall be delayed or prevented because of the compliance with any law, decree, or order of any governmental agency or authority, local, State, or Federal, or because of riots, public disturbances, strikes, lockouts, differences with workmen, fires, floods, acts of God, or any similar cause beyond the reasonable control of the Party whose performance is interfered with, and which, by the exercise of reasonable diligence, said Party is unable to prevent, the Party so suffering may at its option suspend, without liability, the performance of its obligations hereunder during the period such cause continues. County will not be required to pay for medical or nursing services not provided.

**10.17 Severability.** In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement; which shall remain in full force and effect and enforceable in accordance with its terms.

**10.18 Other Contracts and Third-Party Beneficiaries.** The Parties acknowledge UICOMR is neither bound by or aware of any other existing contracts to which County is a party and which relate to the providing of medical care to the Juveniles. The Parties agree that they have not entered into this Agreement for the benefit of any third person or persons (other than the Director of Juvenile Detention), and it is their express intention that this Agreement is intended to be for their respective benefits only and not for the benefits of others (except for the Director of Juvenile Detention) who might otherwise be deemed to constitute third-party beneficiaries thereof.

**10.19 Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same



instrument.

**10.20 Non-Discrimination** UICOMR agrees to not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age, or handicap unrelated to the bona fide occupational qualification of the position, or status as a disabled veteran or Vietnam Era veteran. UICOMR will distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening, referral, and selection of job applicants, and to prospective job applicants.

**10.21 Authority** Each Party hereto represents and warrants that the person executing this Agreement on its behalf has full power and authority to do so, and that this Agreement constitutes a legal, valid, and binding agreement of each such Party.

**10.22 Amendments and Modifications.** Furthermore, notwithstanding any other provision of this Agreement to the contrary, this Agreement can be amended only in writing signed by both Parties during the current contract term.

**IN WITNESS WHEREOF**, the Parties have set their hands and seals hereto as of the day and year written below.

THE COUNTY OF WINNEBAGO

By: \_\_\_\_\_/\_\_\_\_\_  
Frank Haney, Chairman                      Date  
Winnebago County Board

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: \_\_\_\_\_/\_\_\_\_\_  
Avijit Ghosh                                      Date  
Comptroller

**EXHIBIT A  
STAFFING PLAN**

| <b>Juvenile Detention Center Nursing Staff Coverage</b> | <b><u>Mon-Sun,</u><br/><u>Day</u></b> | <b><u>Mon-Sun,</u><br/><u>PM</u></b> | <b><u>Mon-Sun,</u><br/><u>Night</u></b> |  |
|---------------------------------------------------------|---------------------------------------|--------------------------------------|-----------------------------------------|--|
|                                                         | <b><u># Staff</u></b>                 | <b><u># Staff</u></b>                | <b><u># Staff</u></b>                   |  |
| <b><u>Nurses ( LPN's or RN's)</u></b>                   | 1                                     |                                      | 1                                       |  |
| All medication passes                                   |                                       |                                      |                                         |  |
| Treatments (physicals, vitals and wound care)           |                                       |                                      |                                         |  |
| Diabetic checks                                         |                                       |                                      |                                         |  |
| Sick call triage                                        |                                       |                                      |                                         |  |
| Lab blood draws                                         |                                       |                                      |                                         |  |
| Order pharmacy medication                               |                                       |                                      |                                         |  |
| Medical Records Documentation/Charting                  |                                       |                                      |                                         |  |
| Manage medication records                               |                                       |                                      |                                         |  |
| Manage patient personal medication and stock medication |                                       |                                      |                                         |  |
| Medical intakes                                         |                                       |                                      |                                         |  |
| Bond out                                                |                                       |                                      |                                         |  |
| Respond to Medical codes                                |                                       |                                      |                                         |  |
| Process written orders by from providers                |                                       |                                      |                                         |  |
| <b>TOTAL</b>                                            | <b>1</b>                              | <b>0</b>                             | <b>1</b>                                |  |

**Nurse Practitioner** **1**  
**(2 sessions/half days a week, non-consecutive days)**

|                                                |                     |                   |                          |                             |
|------------------------------------------------|---------------------|-------------------|--------------------------|-----------------------------|
| <b><u>Juvenile Detention Center by FTE</u></b> |                     |                   |                          |                             |
| -                                              |                     |                   |                          |                             |
| <b><u>Employee</u></b>                         | <b><u>Title</u></b> | <b><u>FTE</u></b> | <b><u>Hours/Week</u></b> | <b><u>Shifts</u></b>        |
| Nurse Practitioner                             |                     | 0.2               | 4-6                      | Day                         |
| Licensed Practical Nurse                       | <b>LPNII</b>        | 0.5               | 20                       | Day/Rotate with Jail        |
| Registered Nurse                               | <b>SNI</b>          | 0.4               | 15                       | Night/Rotate with Jail      |
| <b><u>Subcontracts</u></b>                     |                     |                   |                          |                             |
| Rosecrance                                     |                     |                   | 20                       | (Juvenile Detention Center) |

**Day Shift = 6:00 a.m. – 2:00 p.m.**  
**PM Shift = 2:00 p.m. – 10:00 p.m.**  
**Night Shift = 10:00 p.m. – 6:00 a.m.**

## **EXHIBIT B BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”) dated \_\_\_\_\_ (the “Effective Date”), is entered into by and between the County of Winnebago (“Covered Entity” or “CE”) and the Board of Trustees of the University of Illinois on behalf of its College of Medicine at Rockford, Department of Family and Community Medicine (“Business Associate”), each a “Party” and collectively, the “Parties.”

**WHEREAS**, CE and Business Associate have entered into, or are entering into, or may subsequently enter into, agreements or other documented arrangements (collectively, the “Business Arrangements”) pursuant to which Business Associate may provide products and/or services for CE that require Business Associate to access, create and/or use health information that is protected by state and/or federal law; and

**WHEREAS**, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and U.S. Department of Health & Human Services (“HHS”) promulgated the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Standards”), at 45 C.F.R. Parts 160 and 14, requiring certain individuals and entities subject to the Privacy Standards (each a “Covered Entity”, or collectively, (“Covered Entities”) to protect the privacy of certain individually identifiable health information (“Protected Health Information”, or “PHI”); and

**WHEREAS**, pursuant to HIPAA, HHS has issued the Security Standards (The “Security Standards”) at 45 C.F.R Parts 160, 162 and 164, for the protection of electronic protected health information (“EPHI”); and

**WHEREAS**, in order to protect the privacy and security of PHI, including EPHI, created or maintained by or on behalf of the Covered Entity, the Privacy Standards and Security Standards require a Covered Entity to enter into a “business associate agreement” with certain individuals and entities providing services for or on behalf of the Covered Entity if such services require the use of disclosure of PHI or EPHI; and

**WHEREAS**, on February 7, 2009, the Federal Health Information Technology for Economic and Clinical Health Act (the HITECH Act”) was signed into law, and the HITECH Act imposes certain privacy and security obligations on Covered Entities in addition to the obligations created by the Privacy Standards and the Security Standards; and

**WHEREAS**, the HITECH Act revises many of the requirements of the Privacy Standards and the Security Standards concerning the confidentiality of PHI and EPHI, including extending certain HIPAA and HITECH Act requirements directly to business associates; and

**WHEREAS**, the HITECH Act requires that certain of its provisions be included in business associate agreements, and that certain requirements of the Privacy Standards be imposed contractually upon Covered Entities as well as business associates; and

**WHEREAS**, Business Associate and CE desire to enter into this Agreement;

**NOW THEREFORE**, in consideration of the mutual promises set forth in the Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. **Business Associate Obligations.** Business Associate may receive from CE, or receive on behalf of CE, health information that is protected under applicable State and/or Federal law, including without limitation, PHI and EPHI. All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Privacy Standards, the Security Standards and/or the HITECH Act, as applicable (collectively referred to hereinafter as the “confidentiality Requirements”). All references to PHI herein shall be constructed to include EPHI. Business Associate agrees not to use or disclose (or permit the use of or disclosure of) PHI in a manner that would violate the Confidentiality Requirements if the PHI were used or disclosed by CE in the same manner.
2. **Use of PHI.** Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. 164.504(e). Furthermore, Business Associate shall use PHI solely for CE’s benefit and only for the purpose of performing services for CE as such services are defined in Business Arrangements, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under Federal and State law. CE shall retain all rights in the PHI not granted herein. Use, creation and disclosure of de-identified health information by Business Associate are not permitted unless expressly authorized in writing by CE.
3. **Disclosure of PHI.** Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third party Persons or entities as necessary to perform its obligations under the Business Arrangement and as permitted or required by applicable Federal or State law. Further, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that (i) such disclosures are required by law, or (ii) Business Associate: (a) obtains reasonable assurances from any third party to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the third party; (b) requires the third party to agree to immediately notify Business Associate of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements. Additionally,

Business Associate shall ensure that all disclosures of PHI by Business Associate and the third party comply with the principle of “minimum necessary use and disclosure,” i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed; provided further Business Associate shall comply with Section 13405(b) of the HITECH Act, and any regulations or guidance issued by HHS concerning such provision, regarding the minimum necessary standard and the use and disclosure (if applicable) of Limited Data Sets. If Business Associate discloses PHI received from CE, or created or received by Business Associate on behalf of CE, to agents, including a subcontractor (Collectively, “Recipients”), Business Associate shall require recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement including that such Recipients will implement reasonable and appropriate safeguards to protect the PHI and immediately notify Business Associate of any breaches of the confidentiality of the PHI, as “breach” is defined by 45 C.F.R. 164.402, to the extent Recipients have knowledge of such breach. Business Associate shall report to CE any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within ten (10) business days of the Business Associate becoming aware of such use or disclosure. In addition to Business Associate’s obligations under Section 9, Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by CE in writing, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.

4. **Individual Rights Regarding Designated Record Sets.** If Business Associate maintains a Designated Record Set on behalf of CE, Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by CE or, as directed by CE, an individual who is the subject of the PHI under conditions and limitations required under 45 CFR 164.524, as it may be amended from time to time, and (ii) amend PHI maintained by Business Associate as requested by CE. Business Associate shall respond to any request from CE for access by an individual within five (5) days of such request and shall make any amendment requested by CE within ten (10) days of such request. Any information requested under this Section 4 shall be reasonably provided in the form or format requested, if it is readily producible in such form or format. CE shall determine whether a denial is appropriate or an exception applies. Business Associate shall notify CE within five (5) days of receipt of any request for access or amendment by individual. CE shall determine whether to deny or grant any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set, as requested by CE.
5. **Accounting of Disclosures.** Business Associate shall make available to CE, in response from request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR 164.528, as amended by

Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision. Business Associate shall provide to CE such information necessary to provide an accounting within thirty (30) days of CE's request or such shorter time as may be required by state or federal law. Such accounting must be provided without cost to the individual or to CE if it is the first accounting requested by an individual within any twelve (12) month period. Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) so long as Business Associate inform the CE and the CE informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.

6. **Withdrawal of Authorization.** If the use of disclosure of PHI in this Agreement is based upon an individual's specific authorization for the use of his or her PHI, and (i) the individual revokes such authorization in writing (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an expectation under the Confidentiality Requirements expressly applies.
7. **Records and Audit.** Business Associate shall make available to the United States Department of Health and Human Services, or its agents, its internal practice, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of CE for the purpose of determining CE's compliance with the Confidentiality Requirements or any other health oversight agency, in a time and manner designated by the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify CE immediately upon receipt by Business Associate of any and all requests by or on behalf of any and all Federal, State and local government authorities served upon Business Associates for PHI.
8. **Implementation of Security Standards; Notice of Security Incidents.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of CE. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. 164.38, 164.310, 164.312 and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all

additional security provisions of the HITECH Act. Furthermore, to the extent feasible, Business Associate will use commercially reasonable efforts to ensure that the technology safeguards used by Business Associate to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009). Or such alter regulations or guidance promulgated by HFS or issued by the National Institute for Standards and Technology (“NIST”) concerning the protection of identifiable data such as PHI. Business Associate will promptly report to Facility any successful Security Incident of which it becomes aware. At the request of Facility, Business Associate shall identify: the date of the Security Incident, the scope of the Security Incident, the Business Associate’s response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known.

## **9. Data Breach Notification and Mitigation.**

9.1 **HIPAA Data Breach Notification and Mitigation.** Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any “breach” of “unsecured PHI” as those terms are defined by 45 C.F.R. 164.402 (hereinafter a “HIPAA Breach”). The parties acknowledge and agree that 45 C.F.R. 164.404 as described below in this Section 9.1, governs the determination of the date of a HIPAA breach. In the event of any conflict between this Section 9.1 and the Confidentiality Requirements, the more stringent requirements shall govern. Business Associate will, following the discovery of a HIPAA breach, notify CE promptly and in no event later than ten (10) business days after the Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. 164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to CE, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Business Associate, or by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be considered to have had knowledge of a HIPAA Beach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Business Associate. No later than thirty (30) business days following the Breach, Business Associate shall provide CE with sufficient information to permit CE to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. 164.400 et. seq. Specifically, if the Business Associate will provide CE with (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, e-mail address); (ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and the date of discovery; (iii) a description of the types of unsecured PHI

involved in the HIPAA Breach (e.g. names, social security number, date of birth, address(e.g.), account numbers of any kind, disability codes diagnostic and/or billing codes or similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) the name and the contact information for the Business Associate's liaison from whom the CE and individuals may ask questions or earn additional information concerning the HIPAA Breach. Following the HIPAA Breach, Business Associate will have a continuing duty to inform CE of new information learned by Business Associate regarding the HIPAA Breach, including but not limited to the items described in items (i) through (v) above. In the event of a breach of Business Associate's obligation under this Agreement requires notification under applicable law CE ("Notification Event"), Business Associate shall coordinate with CE to assist CE's effort to inform individuals in accordance with such applicable law.

**9.2 Data Breach Notification and Mitigation under Other Laws.** In addition to the requirements of Section 9.1, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as "Individually Identifiable Information") that, if misused, disclosed, lost or stolen, CE believes would trigger and obligation under one or more State data breach notification laws (each as a "State Breach") to notify the individuals who are the subject of the information. Business Associate agrees that in the event all individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Business Associate shall promptly: (i) cooperate and assist CE with any investigation into any State Breach or alleged State Breach; (ii) cooperate and assist CE with any investigation into any State Breach or alleged State Breach conducted by any State Attorney General or State Consumer Affairs Department (or their respective agents); CE and (iv) assist with the implementation of any decision by CE or any State agency, including any State Attorney General or State Consumer Affairs Department (or their respective agents), to notify individuals impacted or potentially impacted by a State Breach.

**9.3 Liability.** It is understood and agreed that neither party to this Agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other unless such liability is imposed by law and that this Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against a third party.



## 10. **Term and Termination.**

10.1 This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this Section 10, provided, however, that termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.

10.2 This Agreement shall immediately terminate upon termination of the service under the Agreement between parties.

10.3 Either Party may immediately terminate this Agreement (the “Terminating Party”) and shall have no further obligations to the other Party (“Terminated Party”) hereunder if any of the following events shall have occurred and be continuing:

- (i) The Terminated Party fails to observe or perform any material covenant or obligation contained in this Agreement for ten (10) days after written notice thereof has been given to the Terminated Party; or
- (ii) A violation by the Terminated Party of any provision of the Confidentiality Requirements or other applicable federal or state privacy law relating to the obligations of the Terminated Party under this Agreement.

10.4 Termination of this Agreement for either of the two reasons set forth in Section 10.3 above shall be cause for CE to immediately terminate for cause any Business Arrangement pursuant to which Business Associate is entitled to receive PHI from CE.

10.5 Upon the termination of all Business Arrangements, either Party may terminate this Agreement by providing written notice to the other Party.

10.6 Upon termination of this Agreement for any reason, Business Associate agrees to destroy all PHI received from CE or otherwise through the performance of services for CE that is in the possession or control of Business Associate or its agents. In the case of PHI that is not feasible to “destroy,” Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of PHI.

11. **No Warranty.** PHI is provided to Business Associate solely on an “as is” basis. CE disclaims all other warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose.

12. **Ineligible Persons.** Business Associate represents and warrants to CE that Business Associate (i) is not currently excluded, debarred or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7B(f) (“the Federal Healthcare Programs”); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify CE of any change of status of the representations and warranty set forth in this section. Any breach of this section shall give CE the right to terminate this Agreement immediately for cause.

13. **Miscellaneous.**

13.1 **Notices.** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; (iii) overnight delivery service with proof of delivery; or (iv) facsimile with return facsimile acknowledging receipt. 13.2 hereunder.

**COVERED ENTITY:**

**BUSINESS ASSOCIATE:**

13.2 **Waiver.** No provision of this Agreement or any breach thereof shall be deemed as waived unless such waiver is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver or excuse any different or subsequent breach.

13.3 **Assignment.** Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party.

13.4 **Severability.** Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions.

13.5 **Entire Agreement.** This Agreement constitutes the complete agreement between Business Associate and CE relating to the matters specified in the Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect

to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party; provided, however that upon the enactment of any law, regulation, court decision, or relevant government publication and/or interpretative guidance or policy that the CE believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, CE may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which and or transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third party beneficiary under this Agreement nor shall any third party have any rights as a result of this Agreement.

13.6 **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois, excluding its conflicts of laws provisions.

13.7 **Nature of Agreement: Independent Contractor.** Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties. Business Associate is an independent contractor, and not an agent of CE. This Agreement does not express or imply any commitment to purchase or sell goods or services.

13.8 **Restriction or Remuneration for HER and PHI.** Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI except as permitted by 13405(d) of the HITECH Act (42 U.S.C. 17935(d)).

13.9 **Covered Entity.** Notwithstanding the fact that the County of Winnebago is referred to as a “covered entity” in the Whereas clauses above in this Business Associate Agreement, the County of Winnebago does not acknowledge, agree, nor admit that the County of Winnebago is a “covered entity” as defined at 45 C.F.R. § 160.103 with respect to its contract with UICOMR for the provision of medical care at the Winnebago County Juvenile Detention Center. Nothing in this Business Associate Agreement shall be construed as an acknowledgment, representation, admission, or agreement that the County of Winnebago is subject to the obligations of “covered entities” under the Health Insurance Portability Act of 1996 or the regulations set forth at 45 C.F.R. Subt. A, Subch. C, Parts 160, 162, and 164 with respect to the provision of medical care at the Winnebago County Juvenile Detention Center.

13.10 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to

produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought.

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

COVERED ENTITY:

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name/Title

Date: \_\_\_\_\_

BUSINESS ASSOCIATE:

The Board of Trustees of the  
University of Illinois

By: \_\_\_\_\_  
Avijit Ghosh, Comptroller

Date: \_\_\_\_\_