

STATE OF ILLINOIS, } ss.
COUNTY OF WINNEBAGO }

I, MARGIE M. MULLINS, County Clerk in and for said County, in the State aforesaid, do hereby certify that I have compared the foregoing attached copy of:

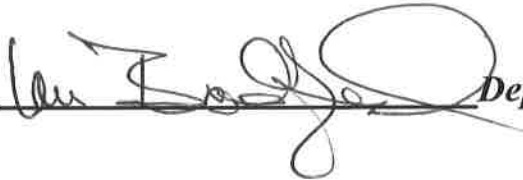
RESOLUTION AUTHORIZING THE CHAIRMAN OF THE WINNEBAGO COUNTY BOARD TO EXECUTE AN AGREEMENT FOR CONSULTING SERVICES AT RIVER BLUFF NURSING HOME

With the original document which is on file in my office; and found it to be a true, perfect and complete copy of the original document

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County, at my office in the City of Rockford, in said County,

this 13TH DAY OF APRIL, 2018.

Tiana J. McCall, Winnebago County Clerk

BY:  Deputy County Clerk



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

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

2018 CR 045

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

WHEREAS, River Bluff Nursing Home is in need of professional consulting services; and,

WHEREAS, qualifications and rates have been obtained from Generations Healthcare Network, an Illinois based firm that specializes in consulting services for nursing homes; and,

WHEREAS, as this is a professional service, it is not subject to competitive bidding according to Section 2-337(b) of the Winnebago County Code; and

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

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

70500 43190

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Chairman of the Winnebago County Board to execute an agreement on behalf of the County of Winnebago with Generations Healthcare Network, 6840 N. Lincoln Avenue, Lincolnwood, Illinois, 60712.

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

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

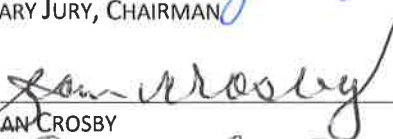
Respectfully Submitted,
OPERATIONS & ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE


GARY JURY, CHAIRMAN

GARY JURY, CHAIRMAN


JEAN CROSBY

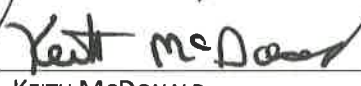
JEAN CROSBY


ANGIE GORAL

ANGIE GORAL


JOE HOFFMAN

JOE HOFFMAN


KEITH McDONALD

KEITH McDONALD



ELI NICOLOSI

ELI NICOLOSI


DOROTHY REDD

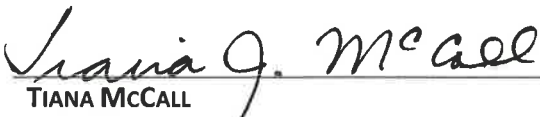
DOROTHY REDD

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this 12th day of April 2018.



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

ATTESTED BY:


TIANA MCCALL

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

Resolution Exhibit A

CONSULTATION AGREEMENT

THIS CONSULTATION AGREEMENT (“Agreement”) is made and entered into as of April 13, 2018 by and between **COUNTY OF WINNEBAGO, ILLINOIS** (hereinafter “**Operator**”) and **GENERATIONS HEALTH CARE NETWORK, LLC**, an Illinois limited liability company (hereinafter “**Consultant**”).

WITNESSETH

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

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

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

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

1. **Recitals.** The recitals set forth above are hereby incorporated and made a part of this Agreement by this reference.
2. **Engagement of Consultant.** Operator hereby retains Consultant to provide Consulting Services, as hereinafter defined, regarding the operation of the Facility and maintenance of the Premises on the terms and conditions as are hereinafter set forth and Consultant accepts the aforesaid retention.
3. **Consulting Services.** Final decision-making authority for the Facility rests with the Winnebago County Board. Subject to said authority, Consultant shall provide Operator the following consulting services (hereinbefore and hereinafter collectively “**Consulting Services**”):
 - a) Consult with the Operator or its designee, and make recommendations when deemed appropriate, regarding the operation of the Facility;
 - b) Consult with the Operator or its designee, and make recommendations when deemed appropriate, regarding the maintenance of the Premises, including, but not limited to, planning, provision and procurement of repairs, replacements and additions;
 - c) Consult with the Operator and its management staff regarding the purchase of supplies, equipment and services necessary for the operation of the Facility and maintenance of the Premises;

- d) Consult with the Operator or its designee regarding the Operator's supervision of its professional and non-professional employees;
 - e) Consult with the Operator or its designee, and make recommendations when deemed appropriate, regarding hiring criteria, termination criteria, job classification, compensation levels, employment contracts, benefit programs, and working conditions relative to the Operator's employees at the Facility;
 - f) Consult with Operator or its designee and the Winnebago County State's Attorney's Office relative to union matters, pending or threatened litigation, regulatory issues, contracts, and all other legal matters related to the Facility. Use of outside counsel will require the approval of the Winnebago County State's Attorney and the County Board;
 - g) Consult with the Operator or its designee regarding the Operator's accounts receivable, accounts payable, payroll requirements, tax reporting requirements, and governmental compliance requirements, and assist Operator with the creation of policies and procedures for the sound fiscal management of the Facility;
 - h) Consult with the Operator or its designee, and make recommendations when deemed appropriate, regarding its provision of goods and services;
 - i) Consult with Operator or its designee, and make recommendations when deemed appropriate, regarding negotiations with vendors, and its contracts for the purchased of goods and services;
 - j) Consult with Operator or its designee regarding Operator's books of account, accounting records, operating statements, profit and loss statements, and data preparation for the Operator's accountants and tax return and audit preparation;
 - k) Provide such other consultation services as the Operator may reasonably request; and
 - l) Notwithstanding anything hereinabove or hereinafter set forth, Consultant shall have no duty or obligation, whatsoever, including, but not limited to providing consultant services regarding the care or welfare of specific residents at the Facility.
 - m) Notwithstanding anything to the contrary contained elsewhere herein, the Operator shall not be subject to the direction and/or control of the Consultant and shall not be obligated to follow any recommendation of the Consultant.
4. **Duties of the Operator.** The Operator is solely responsible for the residents, the care of the residents, the operation of the Facility and maintenance of the Facility. The Operator shall, at all times and in all matters, exercise care and due diligence and comply with all applicable laws, regulations and professional standards and ethics in the operation of the Facility, maintenance of the Premises, and employment of its personnel. All debts and liabilities of, or related to, the Facility and the Premises to any person or entity are and shall be the sole responsibility of the Operator, and shall be payable solely by the Operator.

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

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

- A.) issue assignments, schedule work, set quotas or time requirements for Contractor;
- B.) require Consultant to follow a routine work schedule;
- C.) require Consultant to report to a specific location and/or at regular intervals;
- D.) require Consultant to perform services a specific number of hours per day or per week;
- E.) require Consultant to keep and/or deliver to Facility a record of his/her time;
- F.) change the methods used by Consultant in performing his/her services;
- G.) have the right to appoint Consultant's supervisor, or otherwise to supervise, direct and/or control Consultant's work or performance in any manner whatsoever;
- H.) other than in accordance with this Agreement, prevent or prohibit Consultant from delegating the performance of his/her duties hereunder;
- I.) pay Consultant a regular salary;
- J.) pay Consultant pensions, bonuses, vacation, holiday or sick pay, and/or provide Contractor any "benefit(s)" it routinely provides its employees;
- K.) pay or reimburse the Consultant's state license and/or registration fee, if any;
- L.) except as otherwise specifically set forth herein, if at all, reimburse Consultant for expenses incurred;
- M.) carry Workmen's Compensation insurance and/or provide health, life and/or disability insurance for Consultant;
- N.) deduct Social Security tax from Consultant's compensation;
- O.) report Consultant's income to the I.R.S. on Form W-2, but rather on Form 1099;
- P.) bond Consultant;
- Q.) furnish Consultant with materials, supplies, tools or equipment;

- (R.) furnish Consultant with transportation, business cards or expense account;
- S.) other than in accordance with the non-competition terms of this Agreement, restrict Consultant regarding the terms and conditions of his/her sale of his/her services or choice of "customers";
- T.) other than in accordance with the non-competition terms of this Agreement, assign or limit the territory in which the Consultant performs his/her services;
- U.) other than in accordance with the terms of this Agreement, have a right to terminate this Agreement;
- V.) require Consultant's attendance at meetings or training courses;
- W.) guarantee the service performed by Consultant; and/or
- X.) evaluate Consultant's performance.

6. **Non-Conflict Provision.** The parties acknowledge and agree that the Consultant may provide its Consulting Services, of the same or similar nature, to other businesses, including, but not limited to, other long term care facilities, and also competitors of Operator, during the term of this Agreement. Operator hereby consents to the right of the Consultant to provide Consulting Services to other, as aforesaid, notwithstanding that the Consultant's other clients may directly or indirectly compete with Operator. Consultant shall notify Operator promptly should it provide similar services to any competitor of Operator providing long term care services.
7. **Indemnity.** Except as otherwise provided herein, Operator agrees at all times and its own expense to indemnify and hold Consultant, its legal representatives, heirs, successors, assigns, managers, members, officers, directors, partners, employees, agents and attorneys harmless from and against and in respect of any and all charges, claims, demands, causes, of action, inquiries, losses, judgments, decrees, damages, penalties, liabilities, obligations, costs and expenses of every kind and nature, whether or not groundless, including, without limitation, attorneys' fees and court cost, by reason of, based upon, relating to, in connection with or arising out of, directly or indirectly (i) any performance by Consultant of any and/or all Consulting Services hereunder, (ii) any breach of any obligation to any person to whom services are to be provided by the Facility, (iii) any provision of resident care, or failure to provide resident care, or (iv) any violation of any applicable law, regulation or mandatory ethical or professional standard. Consultant shall indemnify and hold harmless the Operator, its elected officials, employees and agents from and against all claims, damages, losses and expenses, including attorney's fees and court costs, arising out of, or in consequence of, any negligent or intentional act or omission of Consultant, its employees or agents.
8. **Compensation.** Operator shall pay the Consultant an annual fee ("*Fee*") as set forth on **Exhibit A** attached hereto and made a part hereof. It is contemplated by Operator that the Fee set forth on **Exhibit A** is the initial Fee which shall be paid by Operator in the first year of this Agreement and that each year on the anniversary date of this agreement throughout the term of this Agreement the Fee shall automatically be ratified and reaffirmed and re-adopted unless the parties hereto revise such fee upward or downward upon their mutual agreement.
9. **Reimbursement for Cost.** In addition to, and not as a part of its Fee, Consultant shall be entitled to reimbursement for all of Consultant's reasonable costs and expenses incurred in the performance of its

duties hereunder. This includes reimbursement for travel expenses at the agreed upon rate of sixty five cents (\$0.65) per mile. Operator shall not reimburse Consultant for the cost of food and lodging.

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

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

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

11. **Term.** The term of Agreement shall commence on the later of: (a) the date hereof, or (b) the date upon which Consultant first starts providing services at the Facility and will continue thereafter for the following calendar one (1) year, unless sooner terminated as set forth herein, and, upon County Board approval each year, may be renewed for up to three (3) additional one year renewal terms (the “**Term**”).
12. **Termination.** Operator and Consultant hereby expressly acknowledged and agree that this Agreement may be terminated by either party for any reason upon sixty (60) days written notice to the other party. This Agreement may be terminated immediately for (i) fraud or misappropriation of funds; (ii) breach of this Agreement; (iii) the sale of the Facility to a third party unrelated to any of the parties hereto and in which neither the parties hereto nor their principals (or their principals heirs) have any investment interest, ownership interest; (iv) the lease of the Facility to a third party unrelated to any of the parties hereto and in which neither the parties hereto nor their principals (or their principals heirs) have any investment, ownership interest or management interest; or (v) the mutual consent of both parties hereto evidenced by a written instrument executed by both parties.
13. **Waiver.** The waiver by Operator or Consultant of any breach of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of any prior or subsequent breach of such term, covenant or condition or of any breach of any term, covenant or condition of this Agreement.

14. **Notices.** Unless otherwise designated to the other by written notice given in the manner stated below, all notices given hereunder shall be in writing and shall be deemed to have been given when delivered personally, by overnight courier service or deposited in the United States mail, postage prepaid, certified or registered, return receipt requested, addressed as follows:

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

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

15. **Attorneys' Fees.** If an action shall be brought to recover any compensation or reimbursement due under this Agreement, for or on account of any breach of this Agreement or to enforce or interpret any of the terms, covenants or conditions of this Agreement, the prevailing party shall be entitled to receive reasonable attorneys' fees from the other party.
16. **Further Actions.** The parties hereto agree to take such additional actions to execute, file or record any and all such additional documents or instruments as may be necessary or desirable in order to carry out the intents and purposes of this Agreement.
17. **Severability.** In the event any court, administrative agency or other governmental entity with jurisdiction and authority to interpret this Agreement or any portion hereof or to otherwise control any performance hereunder determines that any term or combination of terms is invalid or unenforceable, such term or terms shall be construed in such a way as to accomplish the apparent purpose of such term or terms and this Agreement to the greatest extent possible. If, notwithstanding the intentions and directions of the parties hereto which are set forth herein, any such court, administrative agency or other governmental entity finds any term or combination or terms to be invalid or unenforceable under applicable law, such determination shall not affect, impair or render invalid or unenforceable the remainder of this Agreement nor any other clause, phrase, provision or portion hereof.
18. **Confidentiality.** Consultant and Operator agree to keep the terms and conditions of this Consultation Agreement, and all documents and agreements related thereto, secret and confidential and not disclose the same without the prior written consent of the other party hereto, except as may be required by law (including the Illinois Freedom of Information Act), court rule and/or an order of court of competent jurisdiction, provided that prior to any such disclosure, and as soon as practicable after receipt of a court order, if applicable, the requested party shall provide sufficient notice to the other party so that it has an opportunity to object to the disclosure.

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

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

OPERATOR:

COUNTY OF WINNEBAGO, ILLINOIS



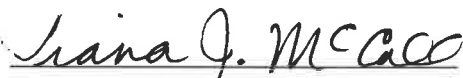
By: Frank Haney, Chairman of the County
Board of the County of Winnebago, Illinois

CONSULTANT:

GENERATIONS HEALTHCARE NETWORK, LLC

By: One of its Managers

Attested by:



Tiana J. McCall, Clerk of the County Board
Of the County of Winnebago, Illinois

EXHIBIT A

Pursuant to Paragraph 8 of the Consultation Agreement between Operator and Consultant, Operator agrees to pay Consultant as a consulting fee for the consulting services rendered by Consultant at 5% of Residential Income, plus Ancillary Fees, minus Contractual Allowances.



Executive Summary

Date: April 5, 2018
To: Operations & Administrative Committee
Prepared by: Purchasing Department
Subject: Resolution Authorizing the Chairman of the Winnebago County Board to Execute an Agreement for Consulting Services at River Bluff Nursing Home

Background:

River Bluff Nursing Home is in need of a Management and Consulting Services Contract. The Purchasing Department was directed to issue RFP #18P-2130 RBNH Management and Consulting Services on January 12, 2018. A total of two well qualified Vendors' submitted responses on February 12th; SAK Management Services, LLC and Generations Healthcare Network.

The RFP Evaluation Committee (Carla Paschal, Molly Terrinoni, David Kurlinkus, and Charlotte LeClerc) were selected to score the received proposals. After a thorough review of the proposals as well as Vendor presentations, the Evaluation Committee decided the best course of action was to cancel the RFP completely. The Evaluation Committee instead recommends the County Board award a Consulting Services Agreement without Management Services included.

The RFP Evaluation Committee members met with RBNH Advisory Committee members Angie Goral and Dave Fiduccia to discuss their recommendation.

Recommendation:

The Operations & Administrative Committee award a one-year RBNH consulting services agreement with Generations Healthcare Network.

Purchasing Department

404 Elm Street • Room 202 • Rockford, IL 61101

Website: www.WinColl.us

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

16

COMMITTEE: Ag & Admin

SUBJECT: Rural Bluff Consulting Services

	AYES	NAYES	PRESENT	ABSENT	ABSTAINED
1. BIONDO, TED					
2. BOOKER, AARON					
3. BOOMER, DAVID					
4. CROSBY, JEAN					
5. FELLARS, DANIEL					
6. FIDUCCIA, DAVID					
7. GERL, BURT					
8. GORAL, ANGIE					
9. HOFFMAN, JOE					
10. JURY, GARY					
11. KELLEY, DAVID					
12. MCDONALD, KEITH					
13. NICOLOSI, ELI					
14. REDD, DOROTHY					
15. SALGADO, JAIME					
16. SCHULTZ, STEVE					
17. TASSONI, DAVID					
18. WEBSTER, JIM					
19. WESCOTT, FRED				✓	
20. WILSON, L.C.					
TOTALS	<u>19</u>			<u>1</u>	

Vote