

STATE OF ILLINOIS,  
COUNTY OF WINNEBAGO } ss.

*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 AWARDING PHYSICAL THERAPY SERVICES CONTRACT  
FOR CORRECTIONS**

*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 13<sup>TH</sup> DAY OF FEBRUARY, 2018.*

*Tiana J. McCall, Winnebago County Clerk*

*BY: Angela Reina Deputy County Clerk*



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

Sponsored by: Dave Fiduccia  
Submitted by: Public Safety Committee

**2018 CR 018**

**RESOLUTION AWARDING PHYSICAL THERAPY SERVICES CONTRACT FOR CORRECTIONS**

**WHEREAS**, Winnebago County Sheriff's Department Correctional Division is in need of short-term Physical Therapy Services contract for inmates; and

**WHEREAS**, qualifications and pricing have been obtained from Edgebrook Physical Therapy, a local vendor that specializes in providing physical therapy services; 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 Public Safety Committee of the County Board for the County of Winnebago, Illinois has reviewed the agreement received from Edgebrook Physical Therapy, Inc. to perform inmate physical therapy services through September 30, 2018; and,

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

**21000-43150**

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the Winnebago County Sheriff is authorized to execute, on behalf of the County of Winnebago, an agreement with Edgebrook Physical Therapy, Inc., 1643 N. Alpine Road, Rockford, IL 61107.

**BE IT FURTHER RESOLVED**, that any contract entered into by the Sheriff pursuant to the authority granted by this Resolution shall contain substantially the same terms as those contained in the contract 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 Sheriff, Corrections Superintendent, Director of Purchasing, Finance Director and County Auditor.

Respectfully Submitted,  
PUBLIC SAFETY COMMITTEE

AGREE

DISAGREE

  
DAVE FIDUCCIA, CHAIRMAN

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

AARON BOOKER

\_\_\_\_\_  
AARON BOOKER

  
DAN FELLARS


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

  
ELI NICOLOSI

\_\_\_\_\_  
ELI NICOLOSI

  
DOROTHY REDD

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

  
FRED WESCOTT

\_\_\_\_\_  
FRED WESCOTT

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this 12th day of February \_\_\_\_\_ 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



## **EDGEBROOK PHYSICAL THERAPY**

### **Independent Contractor Agreement**

This Physical Therapy Services Agreement (hereinafter referred to as "Agreement") is entered into by and between the County of Winnebago and the Winnebago County Sheriff (hereinafter collectively referred to as "County") and Edgebrook Physical Therapy, Inc. (hereinafter referred to as "Edgebrook").

WHEREAS, the County desires to contract with Edgebrook for the provision of physical therapy services, within the jail, to the inmates of the Winnebago County Jail located at 650 West State Street, Rockford, Illinois; and

WHEREAS, Edgebrook is a State of Illinois registered corporation which employs licensed physical therapists and is willing to provide physical therapy services, within the Winnebago County Jail, to inmates needing physical therapy.

NOW, THEREFORE, with the intent to be legally bound, and in consideration of the covenants and promises hereinafter made, County and Edgebrook agree as follow:

1. Edgebrook agrees to provide, at its expense, physical therapy, within the Winnebago County Jail located at 650 West State Street, Rockford, Illinois, to those inmates housed therein who have a doctor's order for physical therapy.
2. Edgebrook shall only use currently licensed and experienced physical therapists employed by Edgebrook when providing physical therapy to the Winnebago County Jail inmates pursuant to this Agreement. Edgebrook shall provide the Winnebago County Sheriff's Department Corrections Bureau Jail Superintendent, or his designee, (hereinafter collectively referred to as "Jail Superintendent") with a copy of the state license for any physical therapist who provides physical therapy pursuant to this Agreement prior to that physical therapist providing such services.
3. Edgebrook shall provide the Jail Superintendent with [a] the name, date of birth, and social security number, together with any other information reasonably required by the Jail Superintendent, and [b] a written, signed waiver giving the Winnebago County Sheriff's Department (hereinafter referred to as "the Sheriff") permission to conduct a thorough and complete background check, of each physical therapist Edgebrook intends to use to provide services under this Agreement. The Sheriff shall strive to inform Edgebrook as to whether a physical therapist has passed the background check within seven (7) days after the Sheriff receives the requested personal information about, and signed waiver from, that physical therapist. Edgebrook shall not use any physical therapist to provide services under this Agreement with respect to whom the Sheriff has not given, or has revoked, security clearance.

4. Edgebrook shall maintain a professional liability insurance policy covering itself and each of its physical therapists who provide physical therapy to the jail inmates under this Agreement. The insurance shall have policy limits of no less than \$1,000,000 per occurrence, and a \$3,000,000 annual aggregate. Edgebrook shall take the actions necessary to have the County of Winnebago, the Winnebago County Sheriff, and the Winnebago County Sheriff's Department named as additional insureds in that insurance policy. Edgebrook shall provide the Jail Superintendent with a copy of the current liability insurance policy with the County of Winnebago, the Winnebago County Sheriff, and the Winnebago County Sheriff's Department named as additional insureds prior to providing any physical therapy services under this Agreement.

5. Edgebrook's relationship with County is that of an independent contractor. Edgebrook and its physical therapists shall, in their sole discretion, control the manner and method of the physical therapy they provide to the jail inmates under this Agreement.

6. The risk of loss in Edgebrook's business shall be borne entirely by Edgebrook. County shall have no right to inquire as to the profit generated by Edgebrook in the performance of its business.

7. Edgebrook is responsible for, and is in full control of, the hiring, supervision, training, and termination of its physical therapists.

8. Edgebrook is responsible for the employment wages and benefits of its physical therapists who provide physical therapy under this Agreement. Edgebrook covenants to save County harmless from any and all liability for withholding state or federal income tax, federal or state worker's compensation contributions, and any other employer's tax liability with respect to Edgebrook's physical therapists or other personnel.

9. Edgebrook is free to contract for similar services to be performed for other persons or entities while under contract with County.

10. The Sheriff shall provide security reasonably sufficient to enable Edgebrook's physical therapists to safely provide physical therapy to inmates within the jail. Edgebrook acknowledges, however, that the Sheriff cannot, and does not guarantee the absolute safety of Edgebrook's personnel from the criminal acts of inmates. Neither the County, the Sheriff, nor the Sheriff's Department shall be liable for the loss of, or injury or damage to, equipment, supplies, and/or personnel of Edgebrook unless such loss or damage is caused by the sole negligence of the Sheriff or his employees.

11. Edgebrook agrees to instruct its personnel to follow and abide by the security rules and procedures established by the Sheriff for the jail.

12. Prior to providing services under this Agreement Edgebrook shall give the Jail Superintendent a list of the equipment and materials its physical therapists will need

in order to furnish the jail inmates with the contemplated physical therapy within the jail. County shall furnish, at its expense, such materials and equipment. All such materials and equipment shall be and remain the property of County.

13. The Sheriff's Department shall provide, at no cost to Edgebrook, suitable space within the Winnebago County Jail for Edgebrook's physical therapists to provide the physical therapy contemplated by this Agreement.

14. The physical therapy contemplated by this Agreement shall be performed on Tuesday and Thursday afternoons starting at 1:00 p.m.; or as otherwise agreed to by Edgebrook and the Jail Superintendent. Physical therapy shall not be provided on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, nor Christmas.

15. Individual inmate physical therapy treatments will last no less than 45 minutes, unless it is medically necessary to be of a shorter duration.

16. The Jail Superintendent shall give Edgebrook at least seven (7) days advance notice of the name of each inmate requiring physical therapy. The Jail Superintendent shall promptly notify Edgebrook of any inmate whose appointment for physical therapy with Edgebrook is cancelled because that inmate has been released from the jail or is otherwise unable to attend the scheduled physical therapy session.

17. County agrees to pay Edgebrook a per diem rate of One hundred ten and No/100 dollars (\$110.00) per treatment for the first four (4) treatments on a given work day, One hundred and No/100 dollars (\$100.00) per treatment work for the next four (4) consecutive treatments on said work day, and Ninety and No/100 dollars (\$90.00) per treatment for any additional treatments on said work day performed by Edgebrook's physical therapist(s).

Treatments 1-4	\$110.00/treatment
Treatments 5-8	\$100.00/treatment
Treatments 9+	\$90.00/treatment

Edgebrook shall bill County monthly for the total treatments performed. The billings shall be itemized by inmate and by date(s) of service. County shall pay Edgebrook for Edgebrook's services within forty-five (45) days after receipt of invoice.

18. All communication regarding this Agreement, to be effective, shall be sent to Edgebrook at:

Edgebrook Physical Therapy  
1643 N. Alpine Road  
Rockford, IL 61107

All communication regarding this Agreement, to be effective, shall be sent to County at:

Winnebago County Sheriff's Department - Corrections  
650 W. State Street  
Rockford, IL 61102

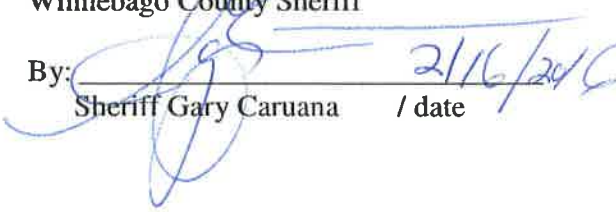
19. Either party may cancel this Agreement for any reason on seven (7) days' written notice; otherwise this contract shall remain in force until the 30<sup>th</sup> day of September, 2018.

20. Neither party may assign or transfer this Agreement, or any part thereof, without the express written consent of the other party.

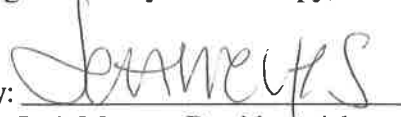
21. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

22. County and Edgebrook acknowledge this Agreement constitutes the entire agreement between the parties and that there are no oral agreements between parties. No waiver, alternation, or modification of any provision of this Agreement shall binding unless made in writing and signed by both parties.

The County of Winnebago and the  
Winnebago County Sheriff

By:  2/16/2018  
Sheriff Gary Caruana / date

Edgebrook Physical Therapy, Inc.

By:  2/15/18  
Josh Meyers, President / date