

STATE OF ILLINOIS,
COUNTY OF WINNEBAGO } ss.

I, **TIANA J. McCALL**, *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 COUNTY BOARD TO EXECUTE AN AMENDMENT TO AGREEMENT BETWEEN WINNEBAGO COUNTY, ILLINOIS AND ROSECANCE, INC.

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 12th DAY OF OCTOBER, 2018.

TIANA J. McCALL, *Winnebago County Clerk*

BY: Angela Reene *Deputy County Clerk*



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

Submitted by: Operations and Administrative Committee

2018 CR 119

**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE
COUNTY BOARD TO EXECUTE AN AGREEMENT BETWEEN
WINNEBAGO COUNTY, ILLINOIS AND ROSECRANCE, INC.**

WHEREAS, the County of Winnebago, Illinois wishes to engage the services of Rosecrance, Inc.; and

WHEREAS, Rosecrance, Inc. wishes to provide services to the County; and

WHEREAS, the County and Rosecrance, Inc., have negotiated an agreement for services, the content of which is substantially similar to that contained in the Agreement attached to this Resolution as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, authorizes the Chairman of the Winnebago County Board to execute an agreement with Rosecrance, Inc., which is substantially similar to Exhibit A.

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

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby authorized to prepare and deliver a certified copy of this Resolution to the County Administrator and to the Executive Director of Rosecrance, Inc.

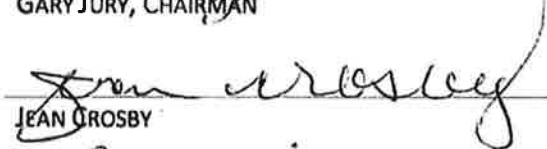
Respectfully Submitted,
**OPERATIONS & ADMINISTRATIVE
COMMITTEE**

AGREE

DISAGREE


GARY JURY, CHAIRMAN

GARY JURY, CHAIRMAN


JEAN CROSBY

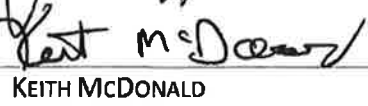
JEAN CROSBY


ANGIE GORAL

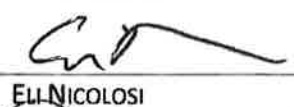
ANGIE GORAL


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 October 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

**AGREEMENT BETWEEN
WINNEBAGO COUNTY, ILLINOIS
AND
ROSECRANCE, INC.**

This Agreement is made this ___ day of _____, 2018, by and between the County of Winnebago ("County"), a an Illinois body politic and corporate, whose principal address is 404 Elm St, Rockford, IL 61101, and Rosecrance, Inc., an Illinois not for profit corporation, whose principal address is 1021 N. Mulford Road, Rockford, Illinois 61107-3877("Rosecrance".)

COUNTY agrees to pay **ROSECRANCE** the sum of \$196,295 payable in equal monthly installments **beginning October 1, 2018 through September 30, 2018**. *9 Div.*

The \$196,295 shall be allocated as follows:

| | Administrative | Direct Costs |
|--------------------------------------|-----------------------|---------------------|
| Personnel Services - Salaries | | \$ |
| Personnel Services – Fringe Benefits | | \$ |
| Equipment | | \$ |
| Materials, Supplies/Commodities | | \$ |
| Travel | | \$ |
| Contractual | | \$ |
| Management Fees | | \$ |
| Co-pays, deductibles, uninsured | | \$ |
| TOTAL | | \$ |

DIRECT COSTS shall not include:

- Overnight or out-of-state travel
- Food costs
- Clothing
- Purchase of equipment including: computers, cell phones, laptops, DVD players, printers, scanners, telephones, televisions, digital cameras, or similar items regardless of cost
- Incentives of cash, clothing, or other incentives. All incentives must be pre-approved
- Furniture
- Staff events that include retreats or other events of a similar nature
- Field trips
- Membership dues, agencies dues, insurance
- Promotional marketing items
- Decorative items
- Capital improvements or facility costs
- Facility costs including: rent, utilities, maintenance, insurance

Pursuant to the terms of this Agreement, **ROSECRANCE** shall provide the following services:

- Dedicate 2 full time staff to facilitate level 1 outpatient substance abuse treatment services to inmates in the Winnebago County men's and woman's jail and at the Winnebago County Resource Intervention Center.
- Provide a part-time employee to complete substance abuse assessments in the Winnebago County Jail as requested by the County in its weekly request report to Rosecrance.
- Provide program oversight by a program director to oversee services and employees and to provide monthly supervision, weekly case staffing and review, scheduling and assessment management, and utilization reporting.
- Provide funding for clients exiting the jail and continuing their outpatient treatment in Rosecrance community based services. Rosecrance warrants that all services provided under and during the term of this Agreement will be first billed to a participant's third party payer, such as a qualified group health insurance plan, a private health insurance plan, Medicare or Medicaid, if available. Rosecrance further warrants that it will seek reimbursement from the County as payment of last resort at the Department of Alcoholism and Substance Abuse approved rate of \$22.48 per group hours and \$62.12 per individual hour. Program funds will also be used for co-pays and deductibles for those participants who do not have any third party payer available.

Failure of **ROSECRANCE** to services set forth above shall constitute a material breach of this Agreement, and **COUNTY** shall have the right to terminate the Agreement upon written notice to **ROSECRANCE**.

COUNTY shall further have the right to terminate this Agreement, prior to any termination date that may be set forth in the Agreement?, upon three (3) months' written notice to **ROSECRANCE**. This provision supersedes any and all provisions contained in the Agreement that may provide for a longer notice period for termination by Winnebago County.

Upon notice of termination as set forth above, **ROSECRANCE** shall not have claim against Winnebago County for any further funds under this Agreement and shall promptly refund to Winnebago County the pro rate share of any funds paid in excess of the services provided up to the time of termination. **ROSECRANCE** may terminate this Agreement immediately if payment is not made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505). In the event of termination, **COUNTY** will provide payment to **ROSECRANCE** for all services rendered up to the termination date.

ROSECRANCE will provide reports of utilization to the county upon the county's request.

During the Term of this Agreement and for 1 year following the expiration of termination of this Agreement for any reason, the **COUNTY** agrees not to solicit or hire directly or indirectly any of **ROSECRANCE**'s employees who provided services pursuant to this Agreement without the prior written consent of **ROSECRANCE**. This Section shall survive termination or expiration of this Agreement.


| | | |
|----------------------------|--|--|
| WINNEBAGO COUNTY, ILLINOIS | | ROSECRANCE, INC., an Illinois not for profit corporation |
|----------------------------|--|--|

Date: October 12, 2018

Date: 10 31, 2018



 Frank Hancy, Chairman
 Winnebago County Board



~~Philip W. Easton~~ → DAVID GOMMEL
 President/CEI → WNC

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

Submitted by: Operations and Administrative Committee

2018 CR 118

**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE
COUNTY BOARD TO EXECUTE AN AMENDMENT TO
AGREEMENT BETWEEN WINNEBAGO COUNTY,
ILLINOIS AND REMEDIES**

WHEREAS, the County of Winnebago, Illinois wishes to engage the services of Remedies; and

WHEREAS, Remedies wishes to provide services to the County; and

WHEREAS, the County and Remedies have negotiated an amendment to an agreement for services, the content of which is substantially similar to that contained in the Amendment to Agreement attached to this Resolution as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, authorizes the Chairman of the Winnebago County Board to execute an amendment to agreement with Remedies which is substantially similar to Exhibit A.

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

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby authorized to prepare and deliver a certified copy of this Resolution to the County Administrator and to the Executive Director of Remedies.

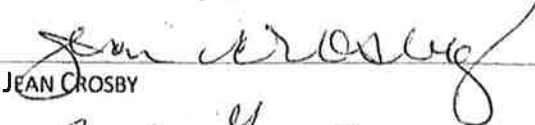
Respectfully Submitted,
**OPERATIONS & ADMINISTRATIVE
COMMITTEE**

AGREE

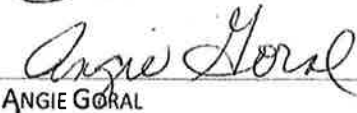
DISAGREE


GARY JURY, CHAIRMAN

GARY JURY, CHAIRMAN


JEAN CROSBY

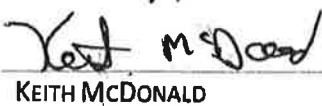
JEAN CROSBY


ANGIE GORAL

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DOROTHY REDD

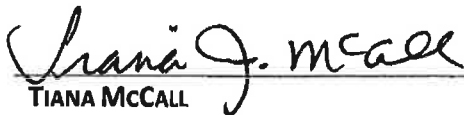
DOROTHY REDD

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

**AMENDMENT TO AGREEMENT BETWEEN
WINNEBAGO COUNTY, ILLINOIS
AND
REMEDIES**

This Amendment to Agreement is made this 11th day of October, 2018, by and between the County of Winnebago, Illinois ("County"), an Illinois body politic and corporate, whose principal address is 404 Elm St, Rockford, IL 61101, and Remedies, an Illinois corporation, whose principal address is 220 Easton Parkway, Rockford, IL 61108 ("Remedies") and shall serve to amend the underlying Agreement entered into by the parties dated October 11, 2018.

COUNTY agrees to pay **REMEDIES** the sum of \$139,286 payable in equal installments beginning October 1, 2018 through September 30, 2018. ⁹

The \$139,286 shall be allocated as follows:

| | Administrative | Direct Costs |
|--------------------------------------|-----------------------|---------------------|
| Personnel Services - Salaries | | \$ 103,822 |
| Personnel Services - Fringe Benefits | | \$ 21,500 |
| Equipment | | \$ |
| Materials, Supplies/Commodities | | \$ 1,300 |
| Travel | | \$ |
| Contractual | | \$ 5,700 |
| Other Costs | 6,964 | \$ |
| TOTAL | 6,964 | \$ 132,322 |

DIRECT COSTS shall not include:

- Overnight or out-of-state travel
- Food costs
- Clothing
- Purchase of equipment including: computers, cell phones, laptops, DVD players, printers, scanners, telephones, televisions, digital cameras, or similar items regardless of cost
- Incentives of cash, clothing, or other incentives. All incentives must be pre-approved
- Furniture
- Staff events that include retreats or other events of a similar nature
- Field trips
- Membership dues, agencies dues, insurance
- Promotional marketing items
- Decorative items
- Capital improvements or facility costs
- Facility costs including: rent, utilities, maintenance, insurance

Pursuant to the terms of this Amendment, **REMEDIES** agrees to see 275 clients for a minimum of 8500 number of client/hours per period (week, month, etc.). Failure of **REMEDIES** to meet the number of client/hours specified in this Agreement shall constitute a material breach of underlying Agreement, and **COUNTY** shall have the right to terminate the underlying Agreement upon written notice to **REMEDIES**.

COUNTY shall further have the right to terminate the Agreement, prior to any termination date that may be set forth in the Agreement, upon three (3) months written notice to **REMEDIES**. This provision supersedes any and all provisions contained in the underlying Agreement that may provide for a longer notice period for termination by **COUNTY**.

Upon notice of termination as set forth above, **REMEDIES** shall not have claim against **COUNTY** for any further funds under this Amendment and shall promptly refund to **COUNTY** the pro rate share of any funds paid in excess of those paid for the client/hours provided.

The "Scope of Service" in the underlying Agreement between the parties is to be upgraded to online instead of excel (note paragraph 2 page 4).

All other conditions of the Agreement of October 2017 through September 2018 shall remain in force for the term of this Amendment.

Date: October 12, , 2018



Frank Haney, Chairman
Winnebago County Board

Date: 10/22/18, 2018


Director

25

COMMITTEE: Operations & Administrative

SUBJECT: Res. Auth. the Chairman of the Co. Bld to Execute an Amendment to Agreement Between Winn C and Remedies

| | 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 <i>unanimous vote</i> | 18 | | | 2 | |

STATE OF ILLINOIS, } ss.
COUNTY OF WINNEBAGO }

I, **TIANA J. McCALL**, *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 COUNTY BOARD TO EXECUTE AN AMENDMENT TO AGREEMENT BETWEEN WINNEBAGO COUNTY, ILLINOIS AND REMEDIES

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 12th DAY OF OCTOBER, 2018.

TIANA J. McCALL, *Winnebago County Clerk*

BY: Angela Reina *Deputy County Clerk*

