

STATE OF ILLINOIS, }  
COUNTY OF WINNEBAGO } ss.

*I, LORI GUMMOW, 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 A STAFFING SERVICES AGREEMENT FOR RIVER BLUFF NURSING HOME (GRAPE TREE MEDICAL STAFFING)**

*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 14TH DAY OF DECEMBER, 2018.*

*LORI GUMMOW, Winnebago County Clerk*

*BY: Angela Reina Deputy County Clerk*



Sponsored by Dave Fiduccia, Chairman

COUNTY BOARD MEETING

December 13, 2018

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

Submitted by: Personnel & Policies Committee

**2018 CR 150**

---

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

---

**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**, GrapeTree Medical Staffing, 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 Procedures Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposed terms of the Agreement for Staffing with GrapeTree Medical Staffing, LLC, as set forth in Exhibit A, attached hereto and incorporated herein by reference, and recommends contracting with GrapeTree Medical Staffing, 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 GrapeTree Medical Staffing, 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**

  
\_\_\_\_\_  
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 14th day of December 2018.



\_\_\_\_\_  
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

GRAP'E TREE  
MEDICAL STAFFING

**MASTER STAFFING AGREEMENT**

*Fresh Staffing Solutions*

This is a Master Staffing Agreement, hereinafter referred to as "Agreement", between County of Winnebago dba River Bluff Nursing Home, Rockford, Illinois, hereinafter referred to as "Facility", and GrapeTree Medical Staffing, LLC, Milford, Iowa, hereinafter referred to as Employment Process and Staffing Management Organization or "EPSMO".

WHEREAS, EPSMO shall be designated as a provider of employment services and record management of supplemental healthcare personnel, hereinafter referred to as "SHP"; and

WHEREAS, this Agreement between Facility and EPSMO has been executed and will result in the flow through of all of the terms, conditions and provisions to any supplier that EPSMO utilizes to provide services through this Agreement; and

NOW, THEREFORE, Facility and EPSMO, in consideration of the matter described above and other mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

**A. ENGAGEMENT**

1. Facility engages EPSMO to provide employment services, record management and SHP as required by Facility.
2. This Agreement together with the attachments, exhibits and any other documents referenced in this agreement are hereby incorporated herein and constitute the entire agreement between the parties for providing services. No changes, amendments or modifications of this Agreement will be valid unless made pursuant to a written contract change approved by Facility, and accepted in writing by EPSMO.
  - a. Attachment A shall include the rate schedule for all personnel provided by EPSMO to Facility.
  - b. EPSMO shall make assignments for which the SHP is professionally qualified as determined by EPSMO and Facility.
  - c. During the period of this agreement and 12 months thereafter, Facility agrees not to utilize any personnel provided by EPSMO through a firm other than EPSMO.
3. EPSMO shall supply background investigation, immunization and/or titer information and documentation appropriate to the skill category for all SHP on site which may include but is not limited to:
  - employment application/resume
  - previous employment history
  - verification of professional license
  - criminal and dependent adult/child abuse record check
  - EPLS report
  - OIG report
  - ACLS/BCLS certification
  - professional skills checklist
  - TB test and/or chest x-ray/risk assessment
  - health examination
  - immunization records: MMR, varicella
  - Hepatitis B or waiver
  - annual regulatory training

4. If the EPSMO uses a subcontractor to provide services to Facility, the EPSMO will require the same terms and conditions to the subcontractor and its employees as outlined in this agreement.

## **B. FACILITY**

1. Unless otherwise mutually agreed, all equipment, materials and supplies necessary to perform assignment will be provided by Facility.
2. Facility agrees to provide such facilities, tools, equipment and furniture on its premises that it deems reasonably necessary for EPSMO's personnel to provide services as specified in this Agreement.
3. Facility will provide access to a copy machine, network access, internal email, phone and fax service as needed by EPSMO.
4. Facility will float the EPSMO employees only to clinical areas where the EPSMO employee feels that he or she possesses the experience, certification and competencies to perform the job as compliant with The Joint Commission standards, including the provision of an appropriate orientation to the new unit. The orientation length and extent is at the discretion of Facility. Facility understands that the employee has the right to contact the EPSMO if he or she is reassigned or floated to an area in which he or she does not feel competent.
5. Facility agrees to cooperate with EPSMO to assist EPSMO with meeting certification standards including, but not limited to, the standards of The Joint Commission.

## **C. EPSMO**

1. EPSMO will use its best efforts to recruit qualified, competent healthcare personnel, as required by Facility, and in accordance with Facility specifications, for staffing of Facility.
2. EPSMO will conduct employment activities on its own behalf, as employer, with the expectation that certain SHP may be assigned to work at Facility. These activities include, but are not limited to, recruiting, screening (including criminal and Health & Human Services Office of Inspector General background checks), hiring, disciplining, compensating and conducting regular performance appraisals of each SHP.
3. EPSMO shall make available to Facility and government (Medicare regulation 420.302<b>) at request, all SHP documentation, including but not limited to those listed in above section A, number 3.
4. EPSMO is solely responsible for all payments to its employees, including wages, applicable benefits, withholding of appropriate taxes and compliance with all labor compensation laws.
5. EPSMO can be contacted 24 hours a day at 712-336-0800. EPSMO alternate number if phone outage is 712-330-1934.

## **D. SHP**

1. SHP provided by EPSMO on assignment to Facility are employees of EPSMO.
2. While providing services at Facility, SHP shall comply with all licensing laws under which he/she is licensed, as well as all applicable Federal, State, and local laws, rules, policies and procedures adopted by Facility.
3. SHP provided by EPSMO who have had previous employment with Facility will be reviewed by Facility on a case by case basis. Facility shall determine eligibility for such SHP to return for employment through EPSMO.

### **E. SHP SUPERVISION**

1. Facility agrees to contact EPSMO and communicate any disciplinary actions, performance related issues, injuries, incidents, depositions, complaints, grievances or lawsuits related to the EPSMO employee within (1) business day of informing the EPSMO employee. Facility agrees to initiate and/or facilitate communication with EPSMO whenever an incident/injury report related to the EPSMO employee is completed that directly involves the Facility, whether or not the incident results in a bad outcome for a patient or staff member. Facility understands that the EPSMO employee is expected to contact EPSMO whenever such an incident report may constitute disciplinary action and/or a change in job duties. Facility understands and agrees that this communication is vital to ensure proper management of EPSMO employees and comply with regulatory standards.
2. Facility has the authority to dismiss unsatisfactory EPSMO SHP from their premises at any time. Such dismissal requires immediate notification to EPSMO. EPSMO agrees to use all available resources to replace SHP as quickly as possible, in order to fulfill the remainder of that assignment.

### **F. ORIENTATION/ PERFORMANCE EVALUATION**

1. Facility shall orientate SHP to their facility, including its rules, regulations, policies, procedures, physical layout, emergency protocol, emergency evacuation and equipment on any unit to which the EPSMO employee is assigned. Facility will provide all necessary facilities and materials needed by SHP to fulfill the expected duties. Facility will be responsible for the establishment of staff clinical competence during the initial orientation period and on an ongoing basis during the contract period. To ensure a high quality of patient care delivery, orientation to the relevant unit, setting or area, as well as all applicable facility/unit policies and procedures, will be conducted by Facility, with the length and extent of orientation defined by Facility. Facility will complete an orientation checklist for the staff member specific to his or her unit/area and will fax a copy of this completed checklist to the EPSMO on completion of the orientation. Facility agrees to complete a performance evaluation of the EPSMO employee as requested by the EPSMO and return within requested time frame. Facility agrees and understands that these evaluations are critical to ensure proper management of the EPSMO employees and comply with regulatory standards.

### **G. COMPENSATION AND PAYMENT**

1. Payment for services shall be due upon invoice receipt. Payments over 30 days from invoice date shall incur a 2% carrying fee per month. Payments not received after 90 days from invoice date may be sent to a collection agency. Facility shall be liable for all charges, including returned checks (\$30.00 each), collection costs and attorney's costs relating to non-payment for services as set forth herein.
2. Facility shall guarantee payment of the minimum number of hours, as well as any hours worked in excess of that minimum, as stated in each Assignment Agreement. Rates for all Assignment Agreements are negotiated and may vary based on market demand.
3. All overtime must be prearranged and authorized by Facility. The rate for any SHP who is required to work more than forty (40) hours in the standard workweek shall be one and one-half times the established rate.
4. Holiday bill rate shall apply for hours worked midnight to midnight the day of the following holidays; New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Additional holiday bill rate will apply as directed by Facility based on when Facility pays higher rates to its employees for working recognized holidays. Holiday rates shall be one and one-half times the established rate.

5. All scheduled shifts will be considered guaranteed by Facility and billed per Attachment A unless Facility cancels at least 12 hours prior to the start time of shift.
6. The workweek shall begin according to EPSMO's workweek, Sunday - Saturday.
7. Authorized Facility employees will be responsible for verifying total number of hours worked. Facility shall be responsible for payment of all hours worked by SHP.
8. Inclusive rates include general and professional liability insurance, workers compensation, salary, payroll taxes, housing, roundtrip transportation and administrative fees.
9. Payment is to be sent directly to EPSMO with attention to Accounts Receivable.
10. Following the completion of 520 regular billable hours by SHP, Facility may hire SHP on a regular basis as a permanent employee. Facility shall pay liquidated damages in the amount of \$8,000.00 upon hire of all Registered Nurses or Licensed Practical Nurses, liquidated damages for all other EPSMO SHP's would be \$5,500.00. Liquidated damages fee may vary for SHPs placed through a subcontractor.
11. Facility needs given with less than 12 hours' notice to EPSMO will incur a 10% increase to the associated rates established in Attachment A, or applicable Assignment Agreement.

#### **H. NONDISCRIMINATION**

1. The parties agree not to unlawfully discriminate on the basis of age, race, creed, color, national origin, sex, marital status, pregnancy, disability and all other characteristics protected by applicable law in the performance of this Agreement.

#### **I. TERMINATION**

1. This Agreement shall be effective from the date of the last signature below until either party provides thirty (30) days written notice of its desire to terminate. Upon termination, all SHP currently placed with Facility will complete their designated assignments pursuant to the terms of this Agreement.
2. Facility may extend an assignment by any length that is mutually agreed between EPSMO and Facility.

#### **J. SEVERABILITY**

1. If any clause of this Agreement is determined to be invalid, all other clauses will continue to be valid and enforceable. This Agreement supersedes any prior agreement between EPSMO and Facility.

#### **K. AMENDMENTS**

1. All modifications to this Agreement shall be effective only when reduced to writing and signed by both parties.

#### **L. RESPONSIBILITY FOR OWN ACTS**

1. Each party shall be responsible for its own acts or omissions and for any and all claims, liabilities, injuries, suits, demands and expenses that result or arise out of any such acts or omissions. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. However, both parties shall have the right to take any and all actions they believe necessary to protect their respective interests.



## Executive Summary

Date: December 13, 2018  
To: Personnel and Procedures Committee  
Prepared by: Purchasing Department

---

**Subject:** Agreements 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.

There are currently three Nursing Staff Service providers under County contract agreements. However, at this time, RBNH's staffing needs are not currently being met by the three current providers alone and are in need of additional staffing service providers.

### **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 additional providers. This will be based on need, availability, quality of service and price.

Ms. Sheila Story, RBNH Administrator, recommends Board approval of two Resolutions Authorizing the Chairman of the County Board to Execute a Staffing Services Agreement for River Bluff Nursing Home with Grape Tree Medical Staffing and OneStaff Medical.



## M. INDEMNIFICATION AND LIMITATION OF LIABILITY

1. To the extent permitted by law, EPSMO will defend, indemnify and hold Facility and its parent, subsidiaries, directors, officers, agents, representatives and employees harmless from all claims, losses and liabilities (including reasonable attorney's fees) to the extent caused by EPSMO's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in this Agreement; or the negligence, gross negligence or willful misconduct of EPSMO or EPSMO's officers, employees or authorized agents in the discharge of those duties and responsibilities.
2. To the extent permitted by law, Facility shall hold harmless, indemnify and defend EPSMO and Subcontractors and their officers, directors, and employees from and against all liabilities, losses, interest, damages, costs, fines, penalties, and expenses (including without limitation, reasonable attorneys' fees awarded) threatened or assessed against, levied upon, or collected from EPSMO or Subcontractor(s) arising out of, from, or in any way related to, any (a) breach of this Agreement; (b) any violations of applicable law by Facility or its officers, directors, employees or agents; injury to persons or damage to tangible personal property caused by the negligence or willful misconduct of Facility, its officers, directors, employees or agents; and (c) the acts or omissions of Personnel assigned to Facility and who are supervised by Facility. Facility acknowledges that this indemnification obligation will be contained in the Subcontractor Agreement between EPSMO and Subcontractors and consents to EPSMO's representation to Subcontractors that Facility has agreed to be bound by such obligation to Subcontractors.

## N. COMPLIANCE WITH LAWS

1. In the event that the Secretary of Health and Human Services or the Comptroller General of the United States or their representatives determine that this Agreement is a contract described in Section 1861(v)(1)(I) of the Social Security Act, EPSMO agrees that until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, EPSMO shall make available, upon written request, to Facility or the Secretary of Health and Human Services, or upon request of the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement, and any books, documents and records of EPSMO that are necessary to certify the nature and extent of costs paid by Facility pursuant to this Agreement. If EPSMO carries out any of the duties of this Agreement through a subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization as defined in 42 CFR 413.17, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of Health and Human Service, or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs.
2. EPSMO guarantees that it has not been listed by a Federal agency as excluded, debarred, suspended or otherwise ineligible to participate in Federal healthcare programs and has not been convicted of any crime relating to defrauding any healthcare benefit program.

## O. HIPAA

1. EPSMO agrees to comply with the applicable provisions of the Administrative Simplification section of Health Insurance Portability and Accountability Act or "HIPAA" and the requirements of any regulations promulgated, including, without limitation, the Federal privacy regulations as contained in 45 C.F.R. Part 164, and the Federal security standards as contained in 45 C.F.R. Part 142 (collectively, the "Regulations"). EPSMO shall not use or further disclose any protected health information, as defined in 45 C.F.R. 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively, the "Protected Health Information" or "PHI"), other than as permitted by this Agreement and the requirements of HIPAA or the Regulations. EPSMO will implement appropriate safeguards

to prevent the use or disclosure of PHI other than as contemplated by this Agreement. EPSMO will promptly report to Facility and any applicable member any use or disclosures, of which EPSMO becomes aware of PHI in violation of HIPAA or the Regulations. In the event that EPSMO contracts with any agents to whom EPSMO provides PHI, EPSMO shall include provisions in the agreements pursuant to which EPSMO and the agents agree to the same restrictions and conditions that apply to EPSMO with respect to PHI. EPSMO will make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the United States Department of Health and Human Services (the "Secretary") to the extent required for determining compliance with HIPAA and the Regulations. No attorney-member, accountant-member or other legal or equitable privilege shall be deemed to have been waived by EPSMO, Facility or any other member by virtue hereof. The provisions of this section shall survive expiration or other termination of this Agreement, regardless of the cause of the termination.

## **P. INSURANCE**

1. EPSMO will procure and will cause its secondary suppliers to procure and maintain general and professional liability insurance coverage for the SHP in limits of not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregated, workers compensation and unemployment insurance as required by state law. Insurance coverage will outlive the terms of this Agreement (tail coverage for claims). Evidence of such insurance coverage shall be provided to Facility upon request. EPSMO agrees to notify Facility of any material change to, or cancellation of, said insurance coverage and to provide a copy of insurance certificate upon request. Facility reserves the right to immediately terminate this Agreement if proper insurance coverage is not maintained.

## **Q. CONFIDENTIALITY**

1. The parties acknowledge and agree that, in the course of performing services under this Agreement, EPSMO will have access to existing, and will regularly acquire data and information that is confidential and proprietary to Facility ("Proprietary Information"), which provides Facility with a competitive advantage in its relevant markets and which EPSMO would not otherwise know. EPSMO agrees and acknowledges that Facility is the owner of all Proprietary Information.
2. During the term of this Agreement and thereafter, regardless of the reason for the termination of this Agreement, EPSMO shall hold all Proprietary Information, whether in the form of raw data or otherwise, and whether a trade secret, copyrighted work, patentable subject matter or otherwise, in confidence and shall not discuss, communicate or disclose to others, or make any copy or use of the Proprietary Information without first obtaining the written consent of Facility or a patient, unless required by law.
3. The parties further agree that in the course of performing its obligations under this Agreement, EPSMO may organize, compile, manipulate or categorize the Proprietary Information into a variety of forms, including but not limited to software databases, spreadsheets, logs, directories and the like ("Data Compilations"). EPSMO agrees that, following termination of this Agreement, upon the written request of Facility, EPSMO will promptly destroy any Data Compilations.
4. The parties further agree that, in the course of performing its obligations under this Agreement, EPSMO may author and create copyrighted works, including but not limited to software programs, instructional manuals, diagrams, drawings, technical specifications, artwork and the like and may conceive and invent patentable subject matter. With respect to any copyrighted work, Facility agrees that it is not a work-for-hire and that EPSMO owns all rights to the work.
5. During the course of performance hereunder, Facility or its agents, employees, personnel or contractors, may receive information regarding the EPSMO's business practices and employees' medical and personal information. Facility agrees to use its best efforts to

maintain the confidentiality of such information, to safeguard such information against loss, theft or other inadvertent disclosure and to inform each agent, employee, personnel or contractor performing services. hereunder of the confidential nature of such information and the confidentiality obligation that pertains to such information. Facility recognizes and agrees that all such confidential information is and shall continue to be the exclusive property of the EPSMO and further agrees that it will not directly use, disseminate, disclose or otherwise reveal any confidential information or materials to any person, firm, corporation, association or other entity for any reason or purpose whatsoever, without the prior written consent of the EPSMO, unless required by law.

- 6. Confidential information of the EPSMO shall include, but is not limited to, any and all unpublished information owned or controlled by the EPSMO that relates to the clinical, technical, marketing, business or financial operations of the EPSMO and which is not generally disclosed to the public, including, without limitation, employee information, clinical data, technical data, proprietary computer software, plans for future projects, business and marketing plans, policies, strategies, financial data and information, customer lists, vendor lists, supplier identities and pricing policies and information, whether disclosed orally, in writing or by inspection.
- 7. The parties' rights for breach of confidentiality shall survive any termination of this Agreement for any reason whatsoever. It is understood and agreed that the parties' remedies at law for breach of confidentiality will be inadequate and that the parties shall, in the event of any such breach, be entitled to equitable relief (including, without limitation, injunctive relief and specific performance) in addition to all other remedies provided under this Agreement or available at law.

**R. INDEPENDENT STATUS**

- 1. In the performance of the services to be rendered pursuant to this Agreement, it is mutually understood and agreed that EPSMO shall be at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to create an employer/employee relationship or a joint venture relationship between the parties or between individuals providing services on behalf of EPSMO and Facility.
- 2. The parties agree that the individuals providing services on behalf of EPSMO are not employees of Facility and accordingly are not eligible for any compensation, fringe benefits, pension, workers' compensation, sickness or health insurance benefits or other similar benefits afforded employees of Facility. Individuals providing services on behalf of EPSMO shall look solely to EPSMO or their respective employers for the above.

**S. NON-ASSIGNMENT**

- 1. The parties to this Agreement may not assign this Agreement or any part hereof without the prior written consent of the other party and such consent shall not be unreasonably withheld.

**T. GOVERNING LAW AND VENUE**

- 1. This Agreement and the rights, obligations and liabilities of Facility and EPSMO shall be construed pursuant to the laws of the State of Iowa.
- 2. If EPSMO is required to file a lawsuit against Facility to resolve any disputes under the Agreement, Facility consents to venue and jurisdiction in the Iowa District Court for Dickinson County.

**U. ATTORNEY'S FEES**

- 1. If a suit, action or other proceeding of any nature whatsoever (including any proceeding arising under the U.S. Bankruptcy Code, 11 U.S.C. §§ 101 et seq.,) is instituted in connection with any controversy arising out of or relating to this Agreement or to interpret or enforce any

rights hereunder, the prevailing party shall be entitled to recover its attorney's, paralegal's, accountant's, and other expert's fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection there, as determined by the Court at trial or on any appeal or review, in addition to all other amounts provided by law.

## V. CONTACTS

The FACILITY CONTRACT ADMINISTRATOR is authorized to act in all matters relating to the negotiation, execution and modification of this Agreement.

County of Winnebago dba  
River Bluff Nursing Home (815) 921-9200  
Sheila Storey, Administrator  
4401 North Main Street  
Rockford, Illinois 61103

The FACILITY REPRESENTATIVE is the primary individual responsible for the operational oversight of the services program from the Facility perspective and shall serve as the principal point of contact for EPSMO.

County of Winnebago dba  
River Bluff Nursing Home (815) 921-9200  
Star Maizonet, DON smaizonet@wincoil.us  
4401 North Main Street  
Rockford, Illinois 61103

The EPSMO CONTRACT ADMINISTRATOR is authorized to act in all matters relating to the negotiation, execution and modification of this Agreement.

GrapeTree Medical Staffing, LLC (712) 336-0800 ext. 1144  
Kathy Fahy, VP of Sales & Marketing kathy.fahy@grapetreecom  
1003 23<sup>rd</sup> Street  
Milford, IA 51351

The EPSMO REPRESENTATIVE is the primary individual responsible for the operational oversight of the services program from the EPSMO perspective and shall serve as the principal point of contact for Facility.

GrapeTree Medical Staffing, LLC (712) 336-0800 ext. 1106  
Monica Koechle, Account Manager monica.koechle@grapetree.com  
1003 23<sup>rd</sup> Street  
Milford, IA 51351

## W. MISCELLANEOUS

1. **Counterparts.** This Agreement may be executed in multiple counterparts; each which when fully executed will be deemed an original. All signatures of the parties and any pursuant to this Agreement may be transmitted by facsimile or email, and a facsimile or email will, for all purposes, be deemed to be the original signature of the person whose signature it reproduces and will be binding upon that person and on the party on whose behalf that person signed.
2. **Entire Agreement.** This Agreement and its attachments represent the entire agreement and understanding between the parties with respect to the transactions contemplated by this Agreement. This Agreement supersedes all prior agreements, understandings, arrangements, drafts, covenants, representations and warranties, written or oral, of any party dealing with the subject matter of this Agreement.
3. **Waiver.** At any time, either party may extend the time for the performance of any of the obligations or other acts of the other party, and waive compliance by the other party with any

of the agreements or conditions in this Agreement. Any extension or waiver will be valid only if set forth in a written instrument signed by the party sought to be bound. No waiver of a failure to comply with any provision of this Agreement will constitute or be construed as a continuing waiver of that provision or as a waiver of any other failure to comply with any provision of this Agreement.

4. **Headings.** The headings contained in this Agreement are inserted for convenience only and will not be deemed to constitute a part of this Agreement.
5. **Conflict of Interest.** The purpose of a conflict of interest policy is to protect each parties' interest when it is contemplating entering into transactions or arrangements that might benefit the private interest of an officer, employee or director of the organization. Each party shall adhere to a conflict of interest policy which is intended to supplement but not replace any applicable state and federal laws governing conflict of interest.



## RATE SCHEDULE

Fresh Staffing Solutions

### ATTACHMENT A

Non-Specialty	Per Diem Rates	Contract Rates	Specialty	Per Diem Rates	Contract Rates
Registered Nurse	49.00	*	Registered Nurse Charge Nurse	53.00	*
Licensed Practical Nurse	44.00	*	Licensed Practical Nurse Charge Nurse	48.00	*
Certified Nursing Assistant	32.00	*	Registered Nurse Director of Nursing	65.00	**
Certified Nursing Assistant Medication Aide	37.00	*			

\*Long-term contract candidates may be submitted at higher rates based on market demand.

IN WITNESS THEREOF, the parties hereto have accepted and cause this Agreement to be executed by their duly authorized representative on the date(s) listed below:

**GrapeTree Medical Staffing, LLC**

By 12/4/18  
Kathryn Fahy, Vice President

12/7/18  
Date

**County of Winnebago dba  
River Bluff Nursing Home**  
By:

[Signature] 12-18-2018  
(Authorized Representative Signature) Date

Frank Honey Chairman  
(Printed Name and Title)

(22)

COMMITTEE: Personnel & Policy

SUBJECT: Res. Auth. the Chairman of the Co. Bd. To Execute a Staffing Services Agreement for RBNH (Grape Tree Medical Staffing)

	AYES	NAYES	PRESENT	ABSENT	ABSTAINED
1. ARENA, PAUL	✓				
2. BILICH, JAS	✓				
3. BOOMER, DAVID	✓				
4. BOOKER, AARON	✓				
5. BUTITTA, JOHN	✓				
6. CROSBY, JEAN	✓				
7. FELLARS, DANIEL	✓				
8. FIDUCCIA, DAVE	✓				
9. GERL, BURT	✓				
10. GORAL, ANGIE	✓				
11. HOFFMAN, JOW	✓				
12. KELLEY, DAVE	✓				
13. MC DONALD, KEITH	✓				
14. NABORS, JR., TIMOTHY	✓				
15. REDD, DOROTHY	✓				
16. SALGADO, JAIME	✓				
17. SCHULTZ, STEVE	✓				
18. TASSONI, DAVE	✓				
19. WEBSTER, JIM	✓				
20. WESCOTT, FRED	✓				
TOTALS <i>Unanimous Vote</i>	✓				