

PUBLIC SAFETY COMMITTEE

AGENDA

Called by: Aaron Booker, Chairman
Members: Fred Wescott, Mike
Zintak, Paul Arena, Angie Goral,
Dan Fellars, Dorothy Redd

DATE: MONDAY, JUNE 29, 2020
TIME: 5:30 PM
LOCATION: VIRTUAL MEETING – ZOOM
(WINNEBAG COUNTY YOUTUBE
LIVE)

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of April 23 and May 7, 2020 Minutes
- D. Public Comment – This is the time we invite the public to address the Public Safety Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Resolution Authorizing the Execution of a First Amendment of Agreement Between Winnebago County, Illinois and Remedies Renewing Lives for the Domestic Violence Enhanced Training and Services to End Abuse in Later Life Grant
- F. Resolution Authorizing the Execution of a First Amendment of Agreement Between Winnebago County, Illinois and Rockford Sexual Assault Counseling for the Domestic Violence Enhanced Training and Services to End Abuse in Later Life Grant
- G. Resolution Authorizing the County Board Chairman to Amend Contracts for Health Care Services for Inmates of the Winnebago County Jail and Detainees of the Juvenile Detention Center
- H. Other Matters
- I. Adjournment

Winnebago County Board
Public Safety Committee Meeting
Virtual Meeting – Zoom
(Winnebago County YouTube Live)

Thursday, April 23, 2020
5:30 PM

Present:

Aaron Booker, **Chairman**
Angie Goral
Dan Fellars
Dorothy Redd
John Butitta
Paul Arena

Others Present:

Frank Haney, County Board Chairman
Steve Chapman, Interim County Administrator
Dave Kurlinkus, Deputy State's Attorney
Marilyn Hite Ross, State's Attorney
Other Board Members

Absent:

Fred Wescott

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Public Comment
- D. Resolution Extending Proclamation Declaring the County of Winnebago, Illinois, a Disaster Area for Coronavirus Response (2nd Extension)
- E. Resolution Extending Intergovernmental Cooperation Agreement for Police Services with the Village of Machesney Park to May 31, 2020
- F. Other Matters
- G. Adjournment

Mr. Fellars called the meeting to order at 5:30 PM.

Public Comment

Mr. Fellars omitted reading the Public Comment section of the Agenda due to no one present to speak.

Resolution Extending Proclamation Declaring the County of Winnebago, Illinois, a Disaster Area for Coronavirus Response (2nd Extension)

Motion by Ms. Goral and Seconded by Mr. Butitta.

- A discussion followed.

Motion passed by unanimous voice vote.

Resolution Extending Intergovernmental Cooperation Agreement for Police Services with the Village of Machesney Park to May 31, 2020

Motion by Ms. Goral and Seconded by Mr. Butitta.

- A discussion followed.

Motion passed by unanimous voice vote.

Other Matters

- Mr. Fellars reminded everyone about the three Resolutions coming before the Board meeting tonight that were all approved at the previous meeting.

Motion to Adjourn. Moved: Ms. Goral, Seconded: Mr. Butitta.
Motion passed by unanimous voice vote.

Respectfully submitted,

Amy Ferling
Administrative Assistant

**Winnebago County Board
Public Safety Committee Meeting**
Virtual Meeting – Zoom
(Winnebago County YouTube Live)

Thursday, May 7, 2020
5:30 PM

Present:

Aaron Booker, **Chairman**
Angie Goral
Dan Fellars
Dorothy Redd
John Butitta
Paul Arena

Others Present:

Frank Haney, County Board Chairman
Steve Chapman, Interim County Administrator
Dave Kurlinkus, Deputy State's Attorney
Tom Jakeway, Trial Court Administrator
Nicole Ticknor, Domestic Violence Coordinated Courts
Other County Board Members

Absent:

Fred Wescott

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of February 6, 2020 Minutes
- D. Public Comment
- E. Resolution Approving Subcontractor Agreement for the Department of Justice Violence Against Women FY15 Justice for Families Grant
- F. Resolution Authorizing the Execution of a First Extension of Agreement Between Winnebago County, Illinois and Remedies Renewing Lives for the Domestic Violence Mental Court Technical Assistance Grant
- G. Other Matters
- H. Adjournment

Mr. Fellars called the meeting to order at 5:30 PM.

Motion to approve the minutes of February 6, 2020

Moved: Ms. Goral, Seconded: Ms. Redd.

Motion passed by unanimous voice vote.

Public Comment

Mr. Fellars omitted reading the Public Comment section of the Agenda due to no one present to speak.

Resolution Approving Subcontractor Agreement for the Department of Justice Violence Against Women FY15 Justice for Families Grant

Motion by Mr. Butitta and Seconded by Mr. Arena and Ms. Goral.

- A discussion followed.

Motion passed by unanimous voice vote.

Resolution Authorizing the Execution of a First Extension of Agreement Between Winnebago County, Illinois and Remedies Renewing Lives for the Domestic Violence Mental Court Technical Assistance Grant

Motion by Mr. Butitta and Seconded by Ms. Goral and Mr. Arena.

- A discussion followed.

Mr. Fellars – Motion to amend the title of the Resolution from Domestic Violence “Mental” Court with Domestic Violence “Mentor” Court.

Motion by Mr. Arena and Seconded by Mr. Butitta.

- A discussion followed.

Motion passed by unanimous voice vote to amend the Resolution.

Motion passed by unanimous voice vote to approve the Resolution.

Other Matters

- Mr. Butitta asked the Sheriff’s Department for an update relative to the hiring of correction officers per the Agreement with the U.S. Marshalls to increase staffing. Chief Deputy Ciganek gave an update.
- Ms. Goral asked for an update on the detention home. Mr. Jakeway gave an update.

Motion to Adjourn. Moved: Mr. Butitta, Seconded: Mr. Arena.

Motion passed by unanimous voice vote.

Respectfully submitted,

Amy Ferling
Administrative Assistant

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

2020 CR _____

SUBMITTED BY: PUBLIC SAFETY COMMITTEE

SPONSORED BY: AARON BOOKER

RESOLUTION AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT
OF AGREEMENT BETWEEN WINNEBAGO COUNTY, ILLINOIS AND
REMEDIES RENEWING LIVES FOR THE DOMESTIC VIOLENCE ENHANCED
TRAINING AND SERVICES TO END ABUSE
IN LATER LIFE GRANT

WHEREAS, Winnebago County currently has an Agreement (“Agreement”) in place with Remedies Renewing Lives (“Remedies”) to provide services as a subcontractor under the Domestic Violence Enhanced Training and Services to End Abuse in Later Life Grant (“Grant”) from the Department of Justice/Office on Violence Against Women; and

WHEREAS, the County has received additional funding to provide direct services and outreach through the Grant; and

WHEREAS, the parties desire to amend the Agreement to add the provision of direct services and outreach by Remedies under the Grant.

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 First Amendment to the Agreement between the County of Winnebago and Remedies Renewing Lives, in substantially the same form as the First Amendment attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect immediately upon its adoption.

**Respectfully submitted,
PUBLIC SAFETY COMMITTEE**

AGREE

DISAGREE

Aaron Booker, Chairman

Aaron Booker, Chairman

Paul Arena

Paul Arena

Dan Fellars

Dan Fellars

Angie Goral

Angie Goral

Dorothy Redd

Dorothy Redd

Fred Wescott

Fred Wescott

Mike Zintak

Mike Zintak

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this _____ day of _____, 2020.

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

FIRST AMENDMENT TO AGREEMENT
BETWEEN WINNEBAGO COUNTY, ILLINOIS
AND
REMEDIES RENEWING LIVES

This First Amendment is made and entered into this ___ day of _____, 2020, by and between Winnebago County, Illinois (hereinafter the "County") and Remedies Renewing Lives (hereinafter the "Subcontractor") (collectively the "Parties").

WHEREAS, the Parties entered into an Agreement (hereinafter "Agreement") dated June 25, 2019, for Subcontractor to provide services to County under the Department of Justice (DOJ)/ Office on Violence Against Women (OVW) Enhanced Training and Services to End Abuse in Later Life grant (hereinafter the "Grant"); and

WHEREAS, Section 2 of the Agreement, Scope of Services, provides for the services to be provided by Subcontractor and Section 3 provides for funding of those services; and

WHEREAS, the County has received funding to offer direct services and outreach through the grant; and

WHEREAS, the Parties desire to amend the Agreement to add the provision of direct services and outreach by Subcontractor, in addition to those services already listed in the Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the exchange, receipt, and adequacy of which the Parties hereby acknowledge, the Parties agree as follows:

1. Section 2 of the Agreement is modified to add the following:

(j) Subcontractor shall provide the services of a full-time Abuse in Later Life Advocate who will be an employee of Subcontractor, and Subcontractor shall do all necessary posting, hiring and terminating for the position. The Abuse in Later Life Advocate will work 40 hours per week. Subcontractor will ensure that the Abuse in Later Life Advocate is properly trained and receives 40-hours of domestic violence training as described within the Illinois Domestic Violence Act so as to establish awareness and knowledge of domestic violence advocacy and services and to formally establish confidentiality standards under the law. The Abuse in Later Life Advocate will be co-located at the Family Peace Center approximately 36 hours per week and Lifescape Community Services approximately 4 hours per week. The Abuse in Later Life Advocate shall only share individual office space with staff of Remedies Renewing Lives. Supplies will be provided to the Abuse in Later Life Advocate by the County to the extent authorized under the terms of the Grant.



The services to be provided and/or offered by the Abuse in Later Life Advocate may include but not be limited to the following:

- (1) Provide advocacy and support with victims/survivors of abuse in later life aged 50 years and older; no victim/survivor of abuse in later life shall be denied access to Remedies Renewing Lives domestic violence program services based on actual or perceived age, sex, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, age and sex of their children;
- (2) Provide services which may include but not be limited to individual and group advocacy-based counseling services, legal advocacy, systems advocacy, outreach and when determined safe by Subcontractor, individual transportation and mobile advocacy;
- (3) Provide safety planning;
- (4) Collaborate with community partners such as local social service providers, adult protective service providers, law enforcement, probation, prosecuting attorneys and judiciary so as to increase overall safety and support for victims/survivors of domestic violence; and
- (5) Ensure any collaboration or advocacy on behalf of or specific to an individual client of Remedies Renewing Lives and/or victim/survivor includes expressed written, time-limited consent by the client and/or victim/survivor. A consent to release of information is not required as a condition to access Remedies Renewing Lives domestic violence program services.

(k) A supervisor of Subcontractor shall meet (in person, telephonically or electronically) with the Abuse in Later Life Advocate for approximately one hour each week to discuss the Advocate's services under this Agreement, unless otherwise determined by Subcontractor. Subcontractor shall keep a written record of dates of supervision and length of time for the purpose of billing to the County. Supervision records must remain confidential in accordance with Subcontractor's Personnel Policies.

2. Section 3 of the Agreement is deleted in its entirety and replaced with the following:

- (a) The County agrees to pay Subcontractor for the services set forth in Section 2 for the Abuse in Later Life Advocate the sum of \$42,996.00 for the first year of

this position and \$45,148.00 for the second year of this position for a total amount not to exceed \$88,144.00 over the term of this Agreement. Said amount includes FICA withholding, worker's compensation insurance, life and disability insurance, unemployment insurance, retirement benefits, health and dental benefits. The hourly rates of the designated individual may be increased by Subcontractor to account for customary raises as long as the total amount set forth below is not exceeded;

- (b) The County agrees to pay Subcontractor for the Scope of Services outlined in Section 2 of the Agreement and this Amendment as applicable and to also include Section 2 (k) noted above at the following rates: Becky Winstead, Vice President of Domestic Violence Services at an hourly rate of \$37.35, Casey Bachochin, Domestic Violence Program Director at an hourly rate of \$25.63, and Alicia Suhr, VAWA Advocate at an hourly rate of \$21.47. The hourly rates of the designated individuals may be increased by Subcontractor to account for customary raises as long as the total amount set forth in Section 3(d) below is not exceeded;
- (c) Mileage reimbursement shall be calculated at \$.575 per mile for required travel in a personal vehicle by the Abuse in Later Life Advocate to the extent authorized under the Grant;
- (d) Payment to Subcontractor shall not exceed \$103,935.00 over the term of this Agreement;
- (e) Subcontractor shall submit invoices monthly, describing in detail all work performed during the invoice period and itemizing and explaining all expenses for which reimbursement is claimed. Said invoices shall be sent via email to: Anna Grzelak at agrzelak@17thcircuit.illinoiscourts.gov or to such other email address as County may designate in writing. Subcontractor shall submit to the County a final invoice, clearly marked FINAL, not later than thirty (30) days after expiration or termination of this Agreement. Any amounts submitted after the 30-day deadline shall not be reimbursable, unless agreed to in writing by County;
- (f) Subject to the receipt by the County of the funds from the Grant for the purposes of performing this Agreement, the County will make payment to Subcontractor upon the submission of monthly invoices to the County. Within thirty (30) days the County shall approve or disapprove payment of the invoices, and if approved, shall make payments to Subcontractor equal to the amount of such approved expenditures;
- (g) Notwithstanding the foregoing, or anything contained in this Agreement to the contrary, Subcontractor acknowledges and agrees that, as Subcontractor's work under this Agreement is being funded by a government grant, the County's

obligation to make payments to Subcontractor hereunder is expressly contingent upon the County's actual receipt of monies under such grant; and

(h) No amounts, other than those set forth in this Section 3, shall be payable to Subcontractor under this Agreement, unless agreed upon in writing by both parties.

3. The following section is hereby added to the Agreement:

Section 20. Confidentiality. Each party agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of victim/survivor/client identifying records and information including but not limited to the Illinois Domestic Violence Act (IDVA) as well as the United States Family Violence Prevention and Services, Violence Against Women and Victims of Crime Acts (FVPSA, VAWA and VOCA).

4. All other terms and conditions contained in the Agreement, other than those specifically referenced above, shall remain the same.

5. This First Amendment shall bind and benefit both Parties and any successors or assigns.

6. This First Amendment and the attached Agreement constitute the entire agreement between the Parties.

The Parties have executed this First Amendment to the Agreement dated June 25, 2019, relating to the United States Department of Justice (DOJ), Office on Violence Against Women (OVW) Enhanced Training and Services to End Abuse in Later Life grant as of the date indicated in the first sentence of this First Amendment.

WINNEBAGO COUNTY, ILLINOIS

REMEDIES RENEWING LIVES

By: _____

By: _____

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

2020 CR _____

SUBMITTED BY: PUBLIC SAFETY COMMITTEE

SPONSORED BY: AARON BOOKER

RESOLUTION AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT
OF AGREEMENT BETWEEN WINNEBAGO COUNTY, ILLINOIS AND
ROCKFORD SEXUAL ASSAULT COUNSELING FOR THE DOMESTIC
VIOLENCE ENHANCED TRAINING AND SERVICES TO END ABUSE
IN LATER LIFE GRANT

WHEREAS, Winnebago County currently has an Agreement (“Agreement”) in place with Rockford Sexual Assault Counseling (“RSAC”) to provide services as a subcontractor under the Domestic Violence Enhanced Training and Services to End Abuse in Later Life Grant (“Grant”) from the Department of Justice/Office on Violence Against Women; and

WHEREAS, the County has received additional funding to provide direct services and outreach through the Grant; and

WHEREAS, the parties desire to amend the Agreement to add the provision of direct services and outreach by RSAC under the Grant.

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 First Amendment to the Agreement between the County of Winnebago and Rockford Sexual Assault Counseling, in substantially the same form as the First Amendment attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect immediately upon its adoption.

**Respectfully submitted,
PUBLIC SAFETY COMMITTEE**

AGREE

DISAGREE

Aaron Booker, Chairman

Aaron Booker, Chairman

Paul Arena

Paul Arena

Dan Fellars

Dan Fellars

Angie Goral

Angie Goral

Dorothy Redd

Dorothy Redd

Fred Wescott

Fred Wescott

Mike Zintak

Mike Zintak

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____, 2020.

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

FIRST AMENDMENT TO AGREEMENT
BETWEEN WINNEBAGO COUNTY, ILLINOIS
AND
ROCKFORD SEXUAL ASSAULT COUNSELING

This First Amendment is made and entered into this ___ day of _____, 2020, by and between Winnebago County, Illinois (hereinafter the "County") and Rockford Sexual Assault Counseling (hereinafter the "Subcontractor") (collectively the "Parties").

WHEREAS, the Parties entered into an Agreement (hereinafter "Agreement") dated June 25, 2019, for Subcontractor to provide services to County under the Department of Justice (DOJ)/ Office on Violence Against Women (OVW) Domestic Violence Enhanced Training and Services to End Abuse in Later Life grant (hereinafter the "Grant"); and

WHEREAS, Section 2 of the Agreement, Scope of Services, provides for the services to be provided by Subcontractor and Section 3 provides for funding of those services; and

WHEREAS, the County has received funding to offer direct services and outreach through the grant; and

WHEREAS, the Parties desire to amend the Agreement to add the provision of direct services and outreach by Subcontractor, in addition to those services already listed in the Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the exchange, receipt, and adequacy of which the Parties hereby acknowledge, the Parties agree as follows:

1. Section 2 of the Agreement is modified to add the following:

(i) Will provide individual and group counseling services for ten (10) hours per week at \$25.00 per hour over a time period of 104 weeks, equaling \$26,000 for the direct services cost of this Agreement.

2. Section 3(a) of the Agreement is deleted in its entirety and replaced with the following:

The County agrees to pay Subcontractor for the services of Maureen Mostacci at an hourly rate of \$43.07 and Paula Peterson at an hourly rate of \$28.33, in addition to mileage in the amount of 58.0 cents (\$0.58) per mile, for a total amount not to exceed \$34,574.00 over the term of this Agreement. The hourly rates of the designated individuals may be increased by Subcontractor to account for customary raises as long as the total amount set forth above is not exceeded.

3. All other terms and conditions contained in the Agreement, other than those specifically referenced above, shall remain the same.



4. This First Amendment shall bind and benefit both Parties and any successors or assigns.

5. This First Amendment and the attached Agreement constitute the entire agreement between the Parties.

The Parties have executed this First Amendment to the Agreement dated June 25, 2019, relating to the Department of Justice (DOJ)/ Office on Violence Against Women (OVW) Domestic Violence Enhanced Training and Services to End Abuse in Later Life grant as of the date indicated in the first sentence of this First Amendment.

WINNEBAGO COUNTY, ILLINOIS

ROCKFORD SEXUAL ASSAULT
COUNSELING

By: _____

By: _____

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

Sponsored by: Aaron Booker
Submitted by: Public Safety Committee

2020 CR

RESOLUTION AUTHORIZING THE COUNTY BOARD CHAIRMAN TO AMEND CONTRACTS FOR HEALTH CARE SERVICES FOR INMATES OF THE WINNEBAGO COUNTY JAIL AND DETAINEES OF THE JUVENILE DETENTION CENTER

WHEREAS, since 2002 the University of Illinois College of Medicine at Rockford (UICOM-R) has provided, under contract with the County, health services to the inmates of the Winnebago County Jail and to the detainees of the Winnebago County Juvenile Detention Center; and,

WHEREAS, there are two separate Health Care Services contracts in place, one for the County Jail and one for the Juvenile Detention Center; and,

WHEREAS, the County and UICOMR have agreed to amend these Health Care Service contracts that run through March 31, 2021, with modifications in compensation, physical therapy services and mental health services for the inmates of the County Jail and detainees of the Juvenile Detention Center; and,

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

ADULT JAIL	21000	43150
JUVENILE DETENTION	43100	43150

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 agreement amending the Health Care Services contracts it has with the University of Illinois College of Medicine through March 31, 2021.

BE IT FURTHER RESOLVED, that any agreement entered into, pursuant to the authority granted in this Resolution, shall contain substantially the same terms as those contained in the Amendments which are attached hereto as "Resolution Exhibit A" (Jail) and "Resolution Exhibit B" (Juvenile Detention).

BE IT FURTHER RESOLVED, the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Resolution to the Sheriff, Corrections Superintendent, Director of Court Services, Director of Purchasing, Finance Director, County Board and County Auditor.

Respectfully submitted,
PUBLIC SAFETY COMMITTEE

AGREE

DISAGREE

Aaron Booker, Chairman

Aaron Booker, Chairman

Paul Arena

Paul Arena

Dan Fellars

Dan Fellars

Angie Goral

Angie Goral

Dorothy Redd

Dorothy Redd

Fred Wescott

Fred Wescott

Mike Zintak

Mike Zintak

The above and foregoing Resolution was adopted by the County Board of the County
of Winnebago, Illinois this ____ day of _____, 2020.

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

**AMENDMENT NO. 2
TO
HEALTH SERVICES AGREEMENT
(UIC REF. NO. CN-00041052)
BETWEEN
COUNTY OF WINNEBAGO
AND
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS**

This Amendment No. 2 is made to the Health Services Agreement (“Agreement”) 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 its University of Illinois at Chicago campus College of Medicine-Rockford, located at 1601 Parkview Avenue, Rockford, Illinois 61107 (hereinafter referred to as “UICOMR”). County and UICOMR shall be collectively referred to herein as “the Parties” and individually as “a Party”.

RECITALS

Whereas, County and UICOMR entered into that certain Agreement, last signed on March 28, 2019, for the delivery of on-site health care services to adult inmates at the Winnebago County corrections facility for the term of April 1, 2019 through March 31, 2020; and

Whereas, County and UICOMR extended the Agreement for the 1st of four (4) annual renewal periods, for the period April 1, 2020 through March 31, 2021 with Amendment No. 1 last signed on March 30, 2020. County reserves the right to extend agreement up to three (3) additional one-year periods; Modifications were made to Article IX Mental Health Services; Article X Physical Therapy; Article XI Term and Termination of Agreement; and Article VIII Compensation,

Whereas, County and UICOMR desire to amend the contractual relationship under the said Agreement;

Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the Parties to amend the Agreement as follows:

- I. **ARTICLE IX: MENTAL HEALTH SERVICES**, as previously modified in Amendment one shall be modified as follows:

“UICOMR shall promptly provide, at its expense, all reasonably necessary mental health services which are required by an 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 per week, Monday through Friday of an LCPC/MSW/Masters in Psychology, 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 provide weekend mental health services coverage as required at an additional cost to the County at the rate of Ninety Dollars (\$90.00) per hour.”

II. **ARTICLE X: PHYSICAL THERAPY SERVICES**, shall be modified to read as follows:

“Physical Therapy services will not be provided April 1, 2020 through May 31, 2020. Physical Therapy services will start June 1, 2020.

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 two (2) days a week with a minimum of eight (8) treatments each day and so that there is no waiting list. Special accommodations will be made for one-on-one treatments as needed.”

III. In all other respects, the Agreement is hereby reaffirmed and ratified. All additional terms and conditions remain as stated in the original Agreement last signed on 3/28/2019 and Amendment 1 last signed on 3/30/20.

In witness whereof, County and UICOMR have caused this Amendment No. 2 to be executed on the date and year last written below.

**The Board of Trustees of the
University of Illinois**

County of Winnebago

By: _____
Avijit Ghosh, Comptroller

By: _____ / _____
Frank Haney Date
Chairman, Winnebago County Board

Date: _____

By: _____ / _____
Gary Caruana Date
Winnebago County Sheriff

**AMENDMENT NO. 2
TO
HEALTH SERVICES AGREEMENT
(UIC REF. NO. CN-00041051)
BETWEEN
COUNTY OF WINNEBAGO
AND
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS**

This Amendment No. 2 is made to the Health Services Agreement (“Agreement”) 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 its University of Illinois at Chicago campus College of Medicine-Rockford, Department of Family and Community Medicine located at 1601 Parkview Avenue, Rockford, Illinois 61107 (hereinafter referred to as “UICOMR”). County and UICOMR shall be collectively referred to herein as “the Parties” and individually as “a Party”.

RECITALS

Whereas, County and UICOMR entered into that certain Agreement, last signed on March 13, 2019, for the delivery of on-site health care services to juvenile detainees at the Winnebago County Juvenile Detention Center for the term of April 1, 2019 through March 31, 2020; and

Whereas, County and UICOMR extended the Agreement for the 1st of four (4) annual renewal periods, for the period April 1, 2020 through March 31, 2021 with Amendment No. 1 last signed on March 30, 2020. County reserves the right to extend agreement up to three (3) additional one-year periods;

Whereas, County and UICOMR desire to amend the contractual relationship under the said Agreement;

Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the Parties to amend the Agreement as follows:

I. **ARTICLE VIII: COMPENSATION**, Article 8.1 shall be modified to read as follows:

“County will pay UICOMR the sum of one hundred eighty-six thousand five hundred sixteen dollars (\$186,516) for the second year of the contract. Said compensation includes an additional five thousand three hundred twenty-four dollars (\$5,324) for staffing as approved by the County. Effective June 1, 2020, compensation shall be payable in monthly installments of fifteen thousand six hundred thirty-one dollars and eighty-two cents (\$15,631.82). 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. UICOMR agrees to reimburse County any excess funds collected for mental health services equal to the difference between

twenty-eight thousand four hundred sixty-two dollars (\$28,462) and the amount UICOMR is actually billed by an outside Vendor for said services during this contract term.”

- II. In all other respects, the Agreement is hereby reaffirmed and ratified. All additional terms and conditions remain as stated in the original Agreement last signed on 3/30/2020.

In witness whereof, County and UICOMR have caused this Amendment No. 2 to be executed on the date and year last written below.

**The Board of Trustees of the
University of Illinois**

County of Winnebago

By: _____
Avijit Ghosh, Comptroller

By: _____
Frank Haney
Chairman, Winnebago County Board

Date: _____

Date: _____