

OPERATIONS & ADMINISTRATIVE COMMITTEE AGENDA

Called by: Keith McDonald, Chairman
Members: John Butitta, Jean Crosby,
Paul Arena, Joe Hoffman, Dorothy
Redd, Jaime Salgado

DATE: THURSDAY, JULY 15, 2021
TIME: 5:30 PM
LOCATION: VIRTUAL MEETING – ZOOM
(WINNEBAGO COUNTY YOUTUBE
LIVE)

The Winnebago County Board Chairman has determined that an in-person meeting is not practicable or prudent because of the COVID-19 pandemic.

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Public Comment – This is the time we invite the public to address the Operations and Administrative 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.
- D. Resolution to Waive 2021 Annual Food and Beverage Permit Fees for Categories I, II and III Facilities
- E. Resolution Adopting Procedures for Remote Meeting Attendance Pursuant to the Illinois Open Meetings Act, 5 ILCS 120/7
- F. Resolution Authorizing the Chairman of the Winnebago County Board to Execute a Consulting Services Agreement for River Bluff Nursing Home
- G. Other Matters
- H. Adjournment



Resolution Executive Summary

Prepared By: Winnebago County Health Department

Committee: Winnebago County Operations and Administrative Committee

Committee Date: July 15, 2021

Resolution Title: Resolution to Waive 2021 Annual Food and Beverage Permit Fees for Categories I, II and III Facilities

County Code: Winnebago County Food Code, Chapter 50, Article III (“Food Code”)

Board Meeting Date: July 22, 2021

Budget Information:

Was item budgeted? No	Appropriation Amount: \$
If not, explain funding source: ARP Phase IV to Executive Summary	
ORG/OBJ/Project Code:	Budget Impact: \$558,500.00

Background Information:

Winnebago County Health Department, with support from the Winnebago County Board, adopted Resolution BOH 100-0615-21 to waive annual food and beverage permit fees as specified in the “Food Code” to provide relief to bars and restaurants in Winnebago County. This applies to those that were universally impacted by Executive Orders, issued by the Governor of the State of Illinois, to prevent the transmission of SARS-CoV-2 (COVID) that closed indoor dining spaces and limited capacity resulting in financial hardship. Annual Food and Beverage permits are required for food establishments to conduct business in Winnebago County and for liquor and gaming licenses. Winnebago County Health Department performed all required inspections to ensure compliance with the “Food Code”. Winnebago County Administration requested that the Board of Health waive fees with a commitment to reimburse the Winnebago County Health Department for the revenue associated with the fees to compensate for work performed. The waiver would impact 1635 permitted facilities in Winnebago County.

Recommendation:

Winnebago County Board approve resolution and reimburse Winnebago County Health Department for waived permit fees.

Contract/Agreement:

2021 Annual Permit Fees

Legal Review:

Resolutions reviewed by Lafakeria Vaughn on May 26, 2021.

Follow-Up: Not applicable.

RESOLUTION

TO WAIVE 2021 ANNUAL FOOD AND BEVERAGE PERMIT FEES

FOR CATERORIES I, II AND III FACILITIES

(BOH 100-0615-21)

WHEREAS, Winnebago County, the State of Illinois, and the United States have been impacted by the SARS-CoV-2 (COVID-19) pandemic that started in January 2020; and

WHEREAS, Executive Orders issued by the Governor of the State of Illinois, J.B. Pritzker, impacted bars and restaurants through capacity limits and closure of indoor dining spaces for a substantial period of time; and

WHEREAS, other state mandated mitigation measures to address the transmission of the COVID-19 virus impacted bars and restaurants by decreasing available personnel including students, parents, and guardians; and

WHEREAS, the Illinois Restaurant Association, estimates that 20% of food establishments are expected to close due to COVID-19 related economic impacts; and

WHEREAS, the food services sector experienced the most job losses; and

WHEREAS, the Winnebago County Health Department as the certified local health department through the Illinois Department of Public Health was responsible in conducting routine inspections to ensure compliance with the Winnebago County Food Code, Chapter 50, Article III ("Food Code"); and

WHEREAS, Categories I, II and III facilities, as defined in the Food Code, were all impacted by the Executive Orders and mitigations; and

WHEREAS, annual Food and Beverage Permits are required for food establishments to conduct business in Winnebago County, subject to the fee schedule provided in section 50-77 of the Food Code; and


WHEREAS, the Winnebago County Health Department and its Board of Health recognizes the significant impact that the COVID-19 pandemic has had on its food establishments; and

WHEREAS, on March 16, 2021, the Winnebago County Board of Health with support from the Winnebago County Board recommended approval of the waiver of 2021 Annual Permit Fees for Category I facilities only; and

WHEREAS, the Winnebago County Health Department and its Board of Health is committed to providing some financial relief to all categories of risk permits, Categories I, II and III facilities that have been negatively impacted by the COVID-19 pandemic.

THEREFORE, BE IT RESOLVED that the Winnebago County Board of Health with support from the Winnebago County Board recommends approval of the waiver of 2021 Annual Permit Fees for Categories I, II and III facilities.

Approved this 15 day of June, 2021.

A handwritten signature in black ink, appearing to read "Allen Williams", written over a horizontal line.

Allen Williams, MD, President
Winnebago County Board of Health

A handwritten signature in blue ink, appearing to read "Patricia Lewis", written over a horizontal line.

Patricia Lewis, PhD, RN, Secretary
Winnebago County Board of Health

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

2021 CR _____

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

**RESOLUTION TO WAIVE 2021 ANNUAL FOOD AND BEVERAGE PERMIT FEES
FOR CATEGORIES I, II AND III FACILITIES**

WHEREAS, Winnebago County, the State of Illinois, and the United States have been impacted by the SARS-CoV-2 (COVID-19) pandemic that started in January 2020; and

WHEREAS, Executive Orders issued by the Governor of the State of Illinois, J.B. Pritzker, impacted bars and restaurants through capacity limits and closure of indoor dining spaces for a substantial period of time; and

WHEREAS, other state mandated mitigation measures to address the transmission of the COVID-19 virus impacted bars and restaurants by decreasing available personnel including students, parents, and guardians; and

WHEREAS, the Illinois Restaurant Association, estimates that 20% of food establishments are expected to close due to COVID-19 related economic impacts; and

WHEREAS, the food services sector experienced the most job losses; and

WHEREAS, the Winnebago County Health Department as the certified local health department through the Illinois Department of Public Health was responsible in conducting routine inspections to ensure compliance with the Winnebago County Food Code, Chapter 50, Article III (“Food Code”); and

WHEREAS, Categories I, II and III facilities, as defined in the Food Code, were all impacted by the Executive Orders and mitigations; and

WHEREAS, annual Food and Beverage Permits are required for food establishments to conduct business in Winnebago County, subject to the fee schedule provided in section 50-77 of the Food Code; and

WHEREAS, the Winnebago County Health Department and its Board of Health recognizes the significant impact that the COVID-19 pandemic has had on its food establishments; and

WHEREAS, on March 16, 2021, the Winnebago County Board of Health, with support from the Winnebago County Board, recommended approval of the waiver of 2021 Annual Permit Fees for Category I facilities only; and

WHEREAS, the Winnebago County Health Department, and its Board of Health, is committed to providing some financial relief to all categories of risk permits, Categories I, II and III facilities that have been negatively impacted by the COVID-19 pandemic.

THEREFORE, BE IT RESOLVED that the Winnebago County Board of Health, with support from the Winnebago County Board, recommends approval of the waiver of 2021 Annual Permit Fees for Categories I, II and III facilities.

BE IT FURTHER RESOLVED that the County Board of the County of Winnebago, Illinois, is authorized and directed to, waive 2021 Annual Permit Fees for Categories I, II and III facilities.

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

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby directed to prepare and deliver certified copies of this Resolution to the County Administrator, the County Treasurer, County Chief Financial Officer, Director of Purchasing, County Auditor, Finance Director and the Winnebago County Health Department Public Health Administrator.

Respectfully submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

Keith McDonald, Chairman

Keith McDonald, Chairman

John Butitta, Vice Chairman

John Butitta, Vice Chairman

Jean Crosby

Jean Crosby

Paul Arena

Paul Arena

Joe Hoffman

Joe Hoffman

Dorothy Redd

Dorothy Redd

Jaime Salgado

Jaime Salgado

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this _____ day of _____, 2021.

Joseph Chiarelli, Chairman of the
County Board of the County of Winnebago,
Illinois

ATTEST:

Lori Gummow, Clerk of the
County Board of the
County of Winnebago, Illinois

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

2021 CR _____

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

**RESOLUTION ADOPTING PROCEDURES FOR REMOTE MEETING ATTENDANCE
PURSUANT TO THE ILLINOIS OPEN MEETINGS ACT, 5 ILCS 120/7**

WHEREAS, on June 25, 2021, Governor J.B. Pritzker issued a new Gubernatorial Disaster Proclamation due to the COVID-19 pandemic, which shall remain in effect until July 24, 2021; and

WHEREAS, for Open Meetings Act purposes (5 ILCS 120/1 *et seq.*) (the “Act”), the Proclamation provides in relevant part that due to the ongoing public health concerns, Governor Pritzker renders in-person attendance of more than ten people at the regular meeting location not feasible. However, Governor Pritzker is not expected to extend the Proclamation after July 24, 2021;

WHEREAS, pursuant to section (c) of the Act, 5 ILCS 120/7(c), “A majority of the public body may allow a member to attend a meeting by other means only in accordance with and to the extent allowed by rules adopted by the public body”; and

WHEREAS, upon the expiration of the Proclamation, the Winnebago County Board desires to return to all in-person meetings and comply with the requirements of the Act; and

WHEREAS, the Winnebago County Board has determined that it is appropriate to adopt procedures to allow members of the public body to attend meetings by other means, which shall include video or audio conference, and satisfy the requirements in the Act and provided herein.

THEREFORE, BE IT RESOLVED by the County Board of the County of Winnebago, Illinois as follows:

- A. Pursuant to section (a) of the Act, 5 ILCS 120/7(a), if a quorum of the members of the Winnebago County Board is physically present as required by Section 2.01 of the Act, a majority of those members may allow a member of that body to attend the meeting by other means (video or audio) if the member is prevented from physically attending because of the following reasons:
 - i. Personal illness or disability; or
 - ii. Employment purposes; or

- iii. the business of the public body; or
- iv. A family or other emergency.

B. Pursuant to section (b) of the Act, 5 ILCS 120/7(b), a member wishing to attend a meeting by video or audio conference must notify the Clerk of the County Board before the meeting unless advance notice is impractical.

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

BE IT FURTHER RESOLVED, that the Clerk of the County Board shall prepare and deliver certified copies of this Resolution to the County Board Chairman and County Administrator.

Respectfully submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

Keith McDonald, Chairman

Keith McDonald, Chairman

John Butitta, Vice Chairman

John Butitta, Vice Chairman

Jean Crosby

Jean Crosby

Paul Arena

Paul Arena

Joe Hoffman

Joe Hoffman

Dorothy Redd

Dorothy Redd

Jaime Salgado

Jaime Salgado

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this _____ day of _____, 2021.

Joseph Chiarelli, Chairman of the
County Board of the County of Winnebago,
Illinois

ATTEST:

Lori Gummow, Clerk of the
County Board of the
County of Winnebago, Illinois



Resolution Executive Summary

Prepared By: Purchasing Department for Board Office

Committee: Operations and Administrative Committee

Committee Date: 07/15/2021

Resolution Title: Resolution Authorizing the Chairman of the Winnebago County Board to Execute a Consulting Services Agreement for River Bluff Nursing Home

Board Meeting Date: 07/22/2021

Budget Information:

Was item budgeted? Yes	Appropriation Amount: as a percent
If not, explain funding source:	
ORG/OBJ/Project Code: 70500 - 43190	Budget Impact:

Background Information:

River Bluff Nursing Home is in need of the continued Management and Consulting Services Contract with Generations Healthcare Network. Generations Healthcare Network has agreed to lower compensation for their services to River Bluff Nursing Home.

Recommendation:

County Administrator, Patrick Thompson, recommends approval of a one-year consulting services agreement with Generations Healthcare Network.

Contract/Agreement:

County Board Chairman to execute the agreement (see Resolution Exhibit A) for a one-year term with possible future renewals.

Legal Review:

Yes – legal review completed in 2018 and recommendations incorporated.

Follow-Up:

Purchasing Department will ensure agreement signatures are obtained.

RESOLUTION EXHIBIT A

CONSULTATION AGREEMENT

THIS CONSULTATION AGREEMENT (“Agreement”) is made and entered into as of _____, 2021 by and between COUNTY OF WINNEBAGO, ILLINOIS (hereinafter “*Operator*”) and GENERATIONS HEALTH CARE NETWORK, LLC, an Illinois limited liability company (hereinafter “*Consultant*”).

WITNESSETH

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

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

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

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

1. **Recitals**. The recitals set forth above are hereby incorporated and made a part of this Agreement by this reference.
2. **Engagement of Consultant**. Operator hereby retains Consultant to provide Consulting Services, as hereinafter defined, regarding the operation of the Facility and maintenance of the Premises on the terms and conditions as are hereinafter set forth and Consultant accepts the aforesaid retention.
3. **Consulting Services**. Final decision-making authority for the Facility rests with the Winnebago County Board. Subject to said authority, Consultant shall provide Operator the following consulting services (hereinbefore and hereinafter collectively “*Consulting Services*”):
 - a) Administration;
 - b) MDS/Reimbursement;
 - c) Nursing;
 - d) Accounts Receivable;
 - e) Environmental Services.

Consultant will provide two on-site visits per month and will be available via phone and/or email 24 hours a day, 7 days a week.

4. **Duties of the Operator.** The Operator is solely responsible for the residents, the care of the residents, the operation of the Facility and maintenance of the Facility. The Operator shall, at all times and in all matters, exercise care and due diligence and comply with all applicable laws, regulations and professional standards and ethics in the operation of the Facility, maintenance of the Premises, and employment of its personnel. All debts and liabilities of, or related to, the Facility and the Premises to any person or entity are and shall be the sole responsibility of the Operator, and shall be payable solely by the Operator.

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

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

- A.) issue assignments, schedule work, set quotas or time requirements for Contractor;
- B.) require Consultant to follow a routine work schedule;
- C.) require Consultant to report to a specific location and/or at regular intervals;
- D.) require Consultant to perform services a specific number of hours per day or per week;
- E.) require Consultant to keep and/or deliver to Facility a record of his/her time;
- F.) change the methods used by Consultant in performing his/her services;
- G.) have the right to appoint Consultant's supervisor, or otherwise to supervise, direct and/or control Consultant's work or performance in any manner whatsoever;
- H.) other than in accordance with this Agreement, prevent or prohibit Consultant from delegating the performance of his/her duties hereunder;
- I.) pay Consultant a regular salary;

J.) pay Consultant pensions, bonuses, vacation, holiday or sick pay, and/or provide Contractor any "benefit(s)" it routinely provides its employees;

K.) pay or reimburse the Consultant's state license and/or registration fee, if any;

L.) except as otherwise specifically set forth herein, if at all, reimburse Consultant for expenses incurred;

M.) carry Workmen's Compensation insurance and/or provide health, life and/or disability insurance for Consultant;

N.) deduct Social Security tax from Consultant's compensation;

O.) report Consultant's income to the I.R.S. on Form W-2, but rather on Form 1099;

P.) bond Consultant;

Q.) furnish Consultant with materials, supplies, tools or equipment;

(R.) furnish Consultant with transportation, business cards or expense account;

S.) other than in accordance with the non-competition terms of this Agreement, restrict Consultant regarding the terms and conditions of his/her sale of his/her services or choice of "customers";

T.) other than in accordance with the non-competition terms of this Agreement, assign or limit the territory in which the Consultant performs his/her services;

U.) other than in accordance with the terms of this Agreement, have a right to terminate this Agreement;

V.) require Consultant's attendance at meetings or training courses;

W.) guarantee the service performed by Consultant; and/or

X.) evaluate Consultant's performance.

6. **Non-Conflict Provision.** The parties acknowledge and agree that the Consultant may provide its Consulting Services, of the same or similar nature, to other businesses, including, but not limited to, other long term care facilities, and also competitors of Operator, during the term of this Agreement. Operator hereby consents to the right of the Consultant to provide Consulting Services to other, as aforesaid, notwithstanding that the Consultant's other clients may directly or indirectly compete with Operator. Consultant shall notify Operator promptly should it provide similar services to any competitor of Operator providing long term care services.

7. **Indemnity.** Except as otherwise provided herein, Operator agrees at all times and its own expense to indemnify and hold Consultant, its legal representatives, heirs, successors, assigns, managers, members, officers, directors, partners, employees, agents and attorneys harmless from and against and in respect of any and all charges, claims, demands, causes, of action, inquiries, losses, judgments, decrees, damages, penalties, liabilities, obligations, costs and expenses of every kind and nature, whether or not groundless, including, without limitation, attorneys’ fees and court cost, by reason of, based upon, relating to, in connection with or arising out of, directly or indirectly (i) any performance by Consultant of any and/or all Consulting Services hereunder, (ii) any breach of any obligation to any person to whom services are to be provided by the Facility, (iii) any provision of resident care, or failure to provide resident care, or (iv) any violation of any applicable law, regulation or mandatory ethical or professional standard. Consultant shall indemnify and hold harmless the Operator, its elected officials, employees and agents from and against all claims, damages, losses and expenses, including attorney’s fees and court costs, arising out of, or in consequence of, any negligent or intentional act or omission of Consultant, its employees or agents.

8. **Compensation.** Operator shall pay the Consultant an annual fee (“*Fee*”) as set forth on **Exhibit A** attached hereto and made a part hereof. It is contemplated by Operator that the Fee set forth on **Exhibit A** is the initial Fee which shall be paid by Operator in the first year of this Agreement and that each year on the anniversary date of this agreement throughout the term of this Agreement the Fee shall not automatically be ratified.

9. **Reimbursement for Cost.** In addition to, and not as a part of its Fee, Consultant shall be entitled to reimbursement for all of Consultant’s reasonable costs and expenses incurred in the performance of its duties hereunder. This includes reimbursement for travel expenses at the agreed upon rate of sixty five cents (\$0.65) per mile. Operator shall not reimburse Consultant for the cost of food and lodging.

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

Worker’s Compensation Employer’s Liability	Statutory
A. Each Accident	\$1,000,000
B. Each Employee-disease	\$1,000,000
C. Policy Aggregate-disease	\$1,000,000

Commercial General Liability

A. Per Occurrence	\$1,000,000
B. General Aggregate	
a. General Aggregate-per project	\$3,000,000
b. General Aggregate-products/ completed operations	\$1,000,000
Business Auto Liability	\$1,000,000
Professional Errors and Omissions	\$2,000,000

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

11. **Term.** The term of Agreement shall commence on August 1, 2021 will continue thereafter for the following one (1) calendar year, expiring on July 31, 2022, unless sooner terminated as set forth herein, and, upon County Board approval, may be renewed for additional renewal terms if elected by the County Administrator. (the “***Term***”).
12. **Termination.** Operator and Consultant hereby expressly acknowledged and agree that this Agreement may be terminated by either party for any reason upon sixty (60) days written notice to the other party. This Agreement may be terminated immediately for (i) fraud or misappropriation of funds; (ii) breach of this Agreement; (iii) the sale of the Facility to a third party unrelated to any of the parties hereto and in which neither the parties hereto nor their principals (or their principals heirs) have any investment interest, ownership interest; (iv) the lease of the Facility to a third party unrelated to any of the parties hereto and in which neither the parties hereto nor their principals (or their principals heirs) have any investment, ownership interest or management interest; or (v) the mutual consent of both parties hereto evidenced by a written instrument executed by both parties.
13. **Waiver.** The waiver by Operator or Consultant of any breach of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of any prior or subsequent breach of such term, covenant or condition or of any breach of any term, covenant or condition of this Agreement.
14. **Notices.** Unless otherwise designated to the other by written notice given in the manner stated below, all notices given hereunder shall be in writing and shall be deemed to have been given when delivered personally, by overnight courier service or deposited in the

United States mail, postage prepaid, certified or registered, return receipt requested, addressed as follows:

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

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

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

the requested party shall provide sufficient notice to the other party so that it has an opportunity to object to the disclosure.

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

CONTINUED WITH SIGNATURES ON NEXT PAGE

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

OPERATOR:

County of Winnebago, Illinois

CONSULTANT:

Generations Healthcare Network, LLC

By: Joseph Chiarelli, Chairman of the
County Board of Winnebago, Illinois

By: One of its Managers

Attested by:

Lori Gummow, Clerk of the County Board
Of the County of Winnebago, Illinois

EXHIBIT A

Pursuant to Paragraph 8 of the Consultation Agreement between Operator and Consultant, Operator agrees to pay Consultant as a consulting fee for the consulting services rendered by Consultant at 2.5% of Residential Income, plus Ancillary Fees, minus Contractual Allowances. In the event that 2.5% of Resident Income is less than \$25,000 per month, the Operator agrees to pay no less than \$25,000 per month, plus Ancillary Fees, minus Contractual Allowances.

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

Sponsored by: Keith McDonald
Submitted by: Operations & Administrative Committee

2021 CR

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

WHEREAS, River Bluff Nursing Home still requires professional consulting services; and,

WHEREAS, Generations Healthcare Network, an Illinois based firm that specializes in consulting services for nursing homes has been providing assistance since 2018; and,

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

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

70500 - 43190

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Chairman of the Winnebago County Board execute an agreement on behalf of the County of Winnebago with GENERATIONS HEALTHCARE NETWORK, 6840 N. LINCOLN AVENUE, LINCOLNWOOD, ILLINOIS, 60712.

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

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

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIRMAN

KEITH McDONALD, CHAIRMAN

JOHN BUTITTA, VICE CHAIRPERSON

JOHN BUTITTA, VICE CHAIRMAN

PAUL ARENA

PAUL ARENA

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

DOROTHY REDD

DOROTHY REDD

JAIME SALGADO

JAIMIE SALGADO

The above and foregoing Resolution was adopted by the County Board of the County of

Winnebago, Illinois this ____ day of _____ 2021.

ATTESTED BY:

JOSEPH CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW

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