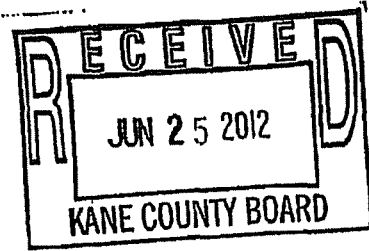


County of Kane
Office of County Board
Kane County Government Center



Karen McConnaughay
Chairman
630-232-5930



719 Batavia Avenue
Geneva, Illinois 60134
Fax 630-232-9188

DOCUMENT VET SHEET

for
Karen McConnaughay
Chairman, Kane County Board

Name of Document: Amendment to Agreement Between Kane County Health Department
and Heses House entered into January 9, 2012

Submitted by: Claire Dobbins x85152

Date Submitted: 19 June 2012

Examined by: Joseph Lulves

(Print name)

[Signature]

(Signature)

6-25-2012

(Date)

Post on Web: Yes No Atty. Initials VR

Comments: Resolution attached - agreement needs Chairman McConnaughay's

signature.

Chairman signed: Yes No JULY 5, 2012
(Date)

Document returned to: Claire Dobbins



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item #

- Resolution
 Ordinance

Name: AMENDING 2012 HEALTH DEPARTMENT AND HESED HOUSE AGREEMENT

Presenter/Sponsor: Paul Kuehnert/Barbara Jeffers

Budget Information: Was this item budgeted? Yes No N/A

Appropriation Amount: \$25,000.00

If not budgeted, explain funding source

SUMMARY:

The Kane County Health Department, in collaboration with the federal Centers for Disease Control and Prevention and the Illinois Department of Public Health, is currently managing an outbreak of tuberculosis among homeless individuals in Kane County. An organized, concerted public health, medical and social support activities must be directed toward the homeless population in Kane County in order to identify TB infections and assure treatment, in order to contain the outbreak; and

The Kane County Health Department has contracted with Hased House since 2009 for the purpose of providing housing, nutrition, transportation and other social support services to homeless individuals with active TB in order to assure completion of medical treatment. In January 2012, the Kane County Health Department contracted for these same services with Hased House in the amount of \$29,999 (twenty-nine thousand nine hundred and ninety-nine dollars) and these funds will be expended by June 30, 2012.

This resolution authorizes the Kane County Board Chairman to enter into an amended contract with Hased House for these housing, nutrition, transportation and social support services for an amount up to \$25,000.00, making the amended contract amount \$54,999.00 for CFY 12. The source of this funding is federal CDC funds accepted by COB resolution 12- 129.

Attachments:

Detailed information available from :

Staff Name: Barbara Jeffers

Phone: 630-444-3124

Resolution/Ordinance Tracking:

Assigned Committee: Public Health Passed Sent to: on:

If Other, specify:

Committee Remarks:

Next Committee: Sent to: on:

If Other, specify:

Committee Remarks:

Next Committee: Sent to: on:

Committee Remarks:

County Board Date:

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 12 - ____

AMENDING 2012 HEALTH DEPARTMENT AND HESED HOUSE AGREEMENT

WHEREAS, the Kane County Health Department, in collaboration with the federal Centers for Disease Control and Prevention and the Illinois Department of Public Health, is currently managing an outbreak of tuberculosis among homeless individuals in Kane County; and

WHEREAS, organized, concerted public health, medical and social support activities must be directed toward the homeless population in Kane County in order to identify TB infections and assure treatment, in order to contain the outbreak; and

WHEREAS, the Kane County Health Department has contracted with Heses House since 2009 for the purpose of providing housing, nutrition, transportation and other social support services to homeless individuals with active TB in order to assure completion of medical treatment; and

WHEREAS, in CFY 2012, the Kane County Health Department contracted for these same services with Heses House in the amount of \$29,999 (twenty-nine thousand nine hundred and ninety-nine dollars) and these funds will be expended by June 30, 2012 while the need for the services is expected to continue through CFY 2012; and

NOW, THEREFORE, BE IT RESOLVED, by the Kane County Board that the Chairman of the County Board be, and hereby is, authorized to enter into an amended agreement with Heses House for housing, nutrition, transportation and other social support services for an additional amount not to exceed \$25,000.00 (twenty-five thousand dollars) through November 30, 2012 utilizing federal funds awarded by the Illinois Department of Public Health to the Kane County Health Department for that purpose.

Line Item	Line Item Description	Was personnel/item/service approved in original budget or a subsequent budget revision?	Are funds currently available for this personnel/item/service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
350.580.000.32580	TB Observed Therapy Grant	Yes	Yes	

Passed by the Kane County Board on _____.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Karen McConnaughay
Chairman, County Board
Kane County, Illinois

Amendment to Agreement
Between Kane County Health Department
And Hesed House entered into January 9th, 2012

Memorandum of Agreement referenced herein. All terms and conditions set forth in the original Memorandum The undersigned AGENCY and VENDOR (the PARTIES) agree that the following shall amend the of Agreement, not amended herein, shall remain in full force and effective as written. In the event of conflict, the terms of this AMENDMENT shall prevail.

1. MEMORANDUM OF AGREEMENT DESCRIPTION

Refer to Agreement and dated January 9th, 2012

2. DESCRIPTION OF AMENDMENT:

A. the method of determining compensation (e.g., hourly rate, fixed fee, etc.) will

stay the same of change as follows:

B. the cost will be increased, decreased or remain the same

Original cost: 29,999 Amount of change: 25,000 _____

Revised cost: \$54,999

C. the supplies or services to be provided will stay the same or be changed as follows:

3. EFFECTIVE DATE OF AMENDMENT:

July 1, 2012

4. WHY IS CHANGE NEEDED? (Check all that apply and explain.)

a. The increased demand for services was not reasonably foreseeable at the time the Memorandum of Agreement was signed.

b. Extend the term of the Agreement through 11/30/12

c. Add \$25,000 to Section 3.3 Compensation

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, the AGENCY and the VENDOR have caused the AMENDMENT to be executed on the dates shown below by representatives authorized to bind the respective PARTIES.

Hesed House, Inc.

Printed Name: Ryan Dowd

Title: Executive Director Hesed House

Signature: 

Date: 6-4-12

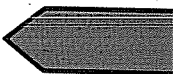
Kane County

Print Name: Karen McConnaughay

Title: Chairman Kane County

Signature: 

Date: JULY 5, 2012



MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made between Hesed House, Inc. (Hesed), an Illinois not-for-profit corporation, having its principal office at 659 South River Street, Aurora, Illinois 60506, and the Kane County Health Department (KCHD), having its principal office at 1240 N. Highland Aurora, Illinois 60506. KCHD desires to purchase emergency, short and long term supportive housing services for homeless persons with, or at high risk for, infectious tuberculosis from Hesed.

Hesed agrees to:

- Provide appropriate housing for persons with or at high risk of infectious tuberculosis, at locations and for time periods to be mutually agreed upon with KCHD.
- Extend the term of the agreement to November 30, 2012
- Provide needed social support services to said persons, to include: transportation to and from clinic appointments; providing or assuring provision of food; and appropriate counseling and social support.
- Cooperate fully with designated KCHD staff in order to assure coordination of TB care and medical case management of the persons referred to Hesed under this agreement.
- Maintain a policy of professional liability insurance, which shall be deemed as primary coverage for Hesed. Hesed shall provide to KCHD evidence of professional liability insurance upon request. Hesed agrees to indemnify and hold harmless the County of Kane, the Kane County Department of Health and their officers, agents, or employees from and against any and all losses, claims and actions, including but not limited to attorney's fees, costs and interest, audit deficiencies, disallowed expenses, disallowed cost, lost incentives, lost of perspective grant dollars and other direct and or indirect losses based upon acts or omissions of Hesed and its officers, employees, agents, independent contractors, subcontractors, volunteers or other associations and or arising out of any services performed under this Agreement by the Hesed and its officers, employees, agents, independent contractors, subcontractors, volunteers or other associates. Hesed shall further indemnify and hold harmless the County of Kane, the Kane County Department of Health and their officers, agents and employees from any and all liabilities, demands, claims, damages, suits, costs, fees and expenses incidental thereto, for injuries and or death to persons and for loss or damage to or destruction of property because of negligence, intentional acts, or omissions in the part of the contractor, its officers, employees, agents, independent contractors, subcontractors, volunteers or other associates, arising out of any services performed under this

Agreement. Hesed shall additionally agree to defend, indemnify, and hold harmless KCHD, the County of Kane, and its officers and agents in their acts in pursuance of this Agreement, except to the extent that such acts are intentional or in reckless disregard towards the well-being and safety of others.

- Invoice KCHD for the amount of \$5,000 per month beginning July 1, 2012 and ending November 30, 2012
- Provide monthly narrative, statistical and financial reports to KCHD on activities undertaken and expenditures made under the terms of this agreement. The monthly report will be due the 5th working day of the month and report on the previous month's activities and expenditures. These reports will continue until such time as all funds provided under this agreement are expended or the agreement is otherwise terminated.

KCHD agrees to:

- Provide Hesed with all relevant clinical and social assessment information known to KCHD regarding persons referred to Hesed for these services.
- Provide medical case management of all persons referred to Hesed for services, including directly observed therapy for any medications prescribed for these persons
- Fully coordinate services and relevant clinical and social support information with Hesed to assure the highest possible quality of services for the persons referred to Hesed under the terms of this agreement.
- Pay Hesed \$25,000 for the supportive housing services provided under the terms of this agreement, payable within 60 days upon receipt of invoice.
- Indemnify and hold harmless Hesed and their officers, agents, or employees, from and against any and all losses, claims and actions, including but not limited to attorneys' fees, cost and interest, audit deficiencies, disallowed expenses, disallowed cost, lost incentives, lost of perspective, lost of perspective grant dollars and other direct and or indirect losses based upon acts or omissions of the KCHD and its officers, employees, agents, independent contractors, subcontractors, volunteers or other associations and or arising out of any services performed under this Agreement by the KCHD and its officers, employees, agents, independent, contractors, subcontractors, volunteers or

- other associates. The KCHD shall further indemnify and hold harmless Hesed and their officers, agents and employees from any and all liabilities, demands, claims, damages, suits, costs, fees and expenses incidental thereto, for injuries and or death to persons and for loss or damage to or destruction or property because of negligence, intentional acts, or omissions in the part of KCHD, its officers, employees, agents, independent contractors, subcontractors, volunteers or other associates, arising out of any services performed under this Agreement. KCHD shall additionally agree to defend, indemnify, and hold harmless Hesed and its officers and agents in their acts in pursuance of this Agreement, except to the extent that such acts are intentional or in reckless disregard towards the well-being and safety of others.

IN WITNESS WHEREOF, the AGENCY and the VENDOR have caused the AMENDMENT to be executed on the dates shown below by representatives authorized to bind the respective PARTIES.

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Printed Name: Ryan Dowd

Title: Executive Director Hesed House

Signature: 

Date: 6-4-12

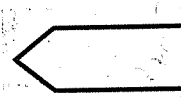
Kane County

Printed Name: Karen McConaughay

Title: Chairman Kane County

Signature: 

Date: JULY 5, 2012



Amendment to Agreement

Between Kane County Health Department

And Hesed House entered into January 9th, 2012

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Kane County

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- Maintain a policy of professional liability insurance, which shall be deemed as primary coverage for Hesed. Hesed shall provide to KCHD evidence of professional liability insurance upon request. Hesed agrees to indemnify and hold harmless the County of Kane, the Kane County Department of Health and their officers, agents, or employees from and against any and all losses, claims and actions, including but not limited to attorney's fees, costs and interest, audit deficiencies, disallowed expenses, disallowed cost, lost incentives, lost of perspective grant dollars and other direct and or indirect losses based upon acts or omissions of Hesed and its officers, employees, agents, independent contractors, subcontractors, volunteers or other associations and or arising out of any services performed under this Agreement by the Hesed and its officers, employees, agents, independent contractors, subcontractors, volunteers or other associates. Hesed shall further indemnify and hold harmless the County of Kane, the Kane County Department of Health and their officers, agents and employees from any and all liabilities, demands, claims, damages, suits, costs, fees and expenses incidental thereto, for injuries and or death to persons and for loss or damage to or destruction of property because of negligence, intentional acts, or omissions in the part of the contractor, its officers, employees, agents, independent contractors, subcontractors, volunteers or other associates, arising out of any services performed under this

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Title: Executive Director Hesed House

Signature: 

Date: 6-4-12

Kane County

Printed Name: Karen McConnaughay

Title: Chairman Kane County

Signature: 

Date: JULY 5, 2012

