



**Kane County
Health Department**

DOCUMENT VET SHEET

for

**Karen McConnaughay
Chairman, Kane County Board**

Name of Document: Professional Services Agreement Renewal between
Jane Maxwell and Kane County Health Department

Submitted by: Paul Kuehnert x43021

Date Submitted: 5 January 2010 *Received 1/7/11*

Examined by: *KC Shepard*
(Print Name)

[Signature]
(Signature)

1-10-2011
(Date)

Comments: Contractual agreement to secure the services of Jane Maxwell
as a "Fit for Kids" Coordinator. This position was developed and funded by Robert
Wood Foundation Grant "Making Kane County Fit for Kids" initiative to reverse the
epidemic of childhood obesity. Resolution 10-380 authorizes this contract.

Contract period: December 1, 2010 to November 30, 2011.

Amount not to exceed \$48,000.00

Chairman signed: Yes No Date: 1-11-11

Return document to ~~Diane Roop, KCHD-1240 N. Highland Ave., Ste. 21, Aurora~~

Bev Lopez



**Kane County
Health Department**



Paul Kuehnert, MS, RN
Executive Director

MEMO

www.kanehealth.com

Public Health Center
1240 N. Highland Avenue
Aurora, Illinois 60506
630.208.3801

Public Health Center
113 S. Grove Avenue
Elgin, Illinois 60120
847.608.2850

TO: Jane Tallitsch
FROM: Paul Kuehnert, Health Department
DATE: January 5, 2011
SUBJECT: Documents needing legal evaluation
TITLE: Agreement Renewal Between Kane Co. Health & Jane Maxwell
CONTACT: Paul Kuehnert x43021

REVIEW AND COMMENT ONLY

X

Contract/Grant/Agreement requiring Karen McConnaughay's signature.

Need returned to Health Dept _____.

PLEASE RETURN TO BEV LOPEZ, KCHD, STE. 26

**Professional Services Agreement Renewal
December 1, 2010 – November 30, 2011**

WHEREAS, the Kane County Health Department (KCHD), has need of professional services to manage community initiatives of the Making Kane County Fit for Kids childhood obesity program; and

WHEREAS, the KCHD issued a REQUEST FOR QUALIFICATIONS (RFQ), on November 2, 2009 with proposal due date and time of 4:00 pm on 11/30/09; and

WHEREAS, Jane Maxwell, MS, RD has been determined to be qualified with the requisite competencies to deliver the professional services needed by the KCHD; and

WHEREAS, the KCHD entered into a Professional Services Agreement with Jane Maxwell on March 1, 2010 for professional services to manage and coordinate the 'Fit for Kids' activities; and

WHEREAS, Section 9 of said agreement provides for annual renewal of the agreement based on mutual agreement between Kane County and Ms. Maxwell; and

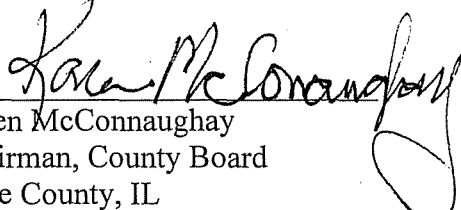
WHEREAS, both parties agree to renewal of the agreement, as memorialized in Kane County Board Resolution 10-380, passed on December 10, 2010.

NOW, THEREFORE, in consideration of the promises and covenants set forth herein and in the March 1, 2010 agreement between the parties, the parties hereto agree to renew the Professional Services Agreement between the Kane County Health Department and Jane Maxwell for twelve (12) months for an amount not to exceed Forty Eight Thousand Dollars (\$48,000.00) paid at a rate of Forty-Three Dollars (\$43.00) per hour to compensate Jane Maxwell for the services delivered through this agreement for the period from December 1, 2010 to November 30, 2011.

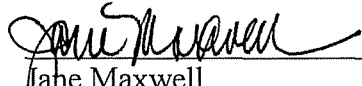
IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first written above.

COUNTY OF KANE:

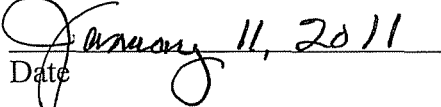
JANE MAXWELL;



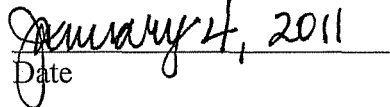
Karen McConnaughay
Chairman, County Board
Kane County, IL



Jane Maxwell
Contractor



Date



Date

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 10 - 380

**PROFESSIONAL SERVICES AGREEMENT
(Kane County Health Department)**

WHEREAS, the Kane County Health Department (KCHD), has need of professional services to manage community initiatives of the Making Kane County Fit for Kids childhood obesity program; and

WHEREAS, the KCHD issued a REQUEST FOR QUALIFICATIONS (RFQ), on November 2, 2009 with proposal due date and time of 4:00 pm on 11/30/09; and

WHEREAS, Jane Maxwell, MS, RD has been determined to be qualified with the requisite competencies to deliver the professional services needed by the KCHD; and

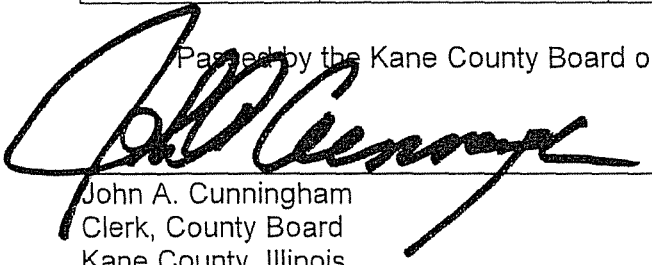
WHEREAS, the KCHD has received grant funding in the amount of Three Hundred Sixty Thousand Dollars (\$360,000) distributed over a four year period to support 'Fit for Kids' activities; and

WHEREAS, the KCHD wishes to renew its contract with Jane Maxwell and enter into an agreement in an amount not to exceed Forty Eight Thousand Dollars (\$48,000.00) paid at a rate of Forty-Three Dollars (\$43.00) per hour to compensate Jane Maxwell for the services delivered through this agreement for the period from December 1, 2010 to November 30, 2011.

NOW, THEREFORE, BE IT RESOLVED that the Chairman of the Kane County Board be, and hereby is, authorized to enter into an agreement with Jane Maxwell for an amount not to exceed Forty Eight Thousand Dollars (\$48,000) that shall be paid from the Kane County Health Department account 350-580-630-50150 (Contractual/Consulting Services). Copies of all contracts are to be placed on file in the County Clerk's office.

Line item	Line Item Description	Was personnel/item/service approved in original budget or a subsequent budget revision?	Are funds <u>currently</u> available for this personnel/item/service in the specified line item?	If funds are not currently available in the specified line item, where are the funds available?
350-580-630-50150	Contractual/Consulting Services	Yes	Yes	N/A

Passed by the Kane County Board on December 14, 2010.


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


 Karen McConaughay
 Chairman, County Board
 Kane County, Illinois

Vote:
 Yes 25
 No 0
 Voice _____
 Abstentions 0

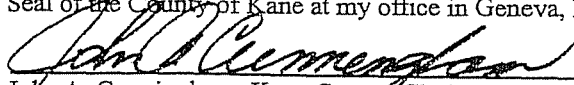
12FitforKids


STATE OF ILLINOIS
 COUNTY OF KANE

DATE DEC 21, 2010

I, ~~John A. Cunningham~~, Kane County Clerk and Keeper of the Records in Kane County, Illinois do hereby certify that the attached is a true and correct copy of the original record on file.

In witness whereof, I have hereunto set my hand and affixed the Seal of the County of Kane at my office in Geneva, Illinois.


 John A. Cunningham, Kane County Clerk

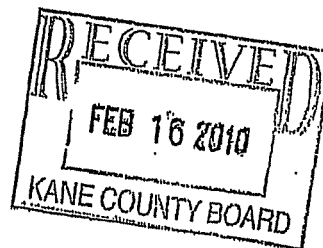




Kane County Health Department

DOCUMENT VET SHEET

for
Karen McConaughay
Chairman, Kane County Board



Name of Document: Contract Agreement between Jane Maxwell and Health Dept

Submitted by: Michael Isaacson

Date Submitted: 2/11/2010

Examined by: _____

(Print Name)

(Signature)

(Date)

Comments: Contractual agreement to secure the services of Jane Maxwell as a 'Fit For Kids'

Coordinator. This position was developed for and is funded by the Robert Wood Foundation Grant "Making Kane County Fit For Kids" initiative to reverse the epidemic of childhood obesity. Resolution 10-45 authorizes this contract.

Contract Period : 3/1/10 - 11/30/10

Amount not to exceed \$48,000.00 plues reimbursement of any approved project expenses

Chairman signed: Yes No Date: 3-9-10

Return document to Diane Roop, KCHD-1240 N. Highland Ave., Ste. 21, Aurora

PROFESSIONAL SERVICES AGREEMENT
FOR KANE COUNTY EMPLOYEE WELLNESS PROGRAM WITH THE
Kane County Health Department and Jane Maxwell

THIS AGREEMENT is entered into this 1st day of March, 2010, by and between the Kane County Health Department ("Health Department"), 1240 N. Highland Ave., Aurora, IL 60506, and Jane Maxwell:

WHEREAS the Kane County Health Department requires the services of a contracted wellness coordinator to provide professional services to assist the Kane County with the Fit for Kids initiative and employee wellness program, and

WHEREAS, the Kane County Health Department requires the services of a contracted community facilitator who can

1. Coordinate day-to-day operations of Making Kane County Fit for Kids childhood obesity reduction initiative.
2. Assure coordination of all assessment, recruiting and intervention activities across the locally funded Fit for Kids coalitions in Kane County.
3. Lead the Fit Kids 2020 assessment and planning initiative involving community stakeholders and resulting in a ten-year community plan to address obesity in Kane County.
4. Manage and provide technical assistance to local coalitions and stakeholders seeking to implement community garden efforts as part of the Fresh Food for Kids program.
5. Liaise with other Kane County departments to contribute to the development of the Land Resource Management and Transportation guidance document for communities entitled- 2040 Plan: Smart Growth is Healthy Living.
6. Provide subject matter expertise and guidance to employers seeking to improve worksite wellness programs.

WHEREAS, Jane Maxwell has been determined to be qualified by reason of her experience as a registered dietician, her organizational experience, and interpersonal skills.

NOW THEREFORE, in consideration of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Jane Maxwell will provide the professional services described in this Agreement to the Health Department during the period March 1, 2010 through November 30, 2010 to assist the Health Department in facilitating the project. Jane Maxwell shall comply with all state and federal statutes and administrative rules applicable to the provision of professional services pursuant to this Agreement, and shall further comply with all requirements, conditions and terms applicable to the Health Department which are contained within the Grant Agreement in providing professional services under this Agreement.

2. At all times, Jane Maxwell acknowledges and agrees that she is an independent contractor and not an employee of the Health Department, the County of Kane, the Kane County Board of Health, or the State of Illinois. Accordingly, Jane Maxwell shall pay all of her expenses including, but not limited to, clerical, workers' compensation, unemployment and other insurance, taxes, etc., as required by law. Jane Maxwell will hold the Health Department, the County of Kane and the Kane County Board of Health harmless from any liability arising from a relationship between Jane Maxwell and any of her agents or employees. Neither Jane Maxwell nor any of her employees or agents shall receive any vacation or holiday pay from the Health Department, the County of Kane or the Kane County Board of Health, and shall not participate in plans or other County benefits provided to the Health Department's own employees.

3. Therefore, it is agreed to enter into an agreement with Jane Maxwell for the period of 3/01/2010 to 11/30/2010 for an amount not to exceed forty-eight thousand dollars (\$48,000.00) **plus reimbursement of any approved project expenses**. The number of hours will not exceed one thousand one hundred sixteen (1,116) hours in this project period and the hourly rate to be billed not to exceed forty three dollars (\$43.00) per hour. Payment shall occur by bi-monthly invoice to the Director of Community Health of the Health Department for expenses incurred and hours worked.

4. All intellectual property and all documents, including work reports and all other work products produced by Jane Maxwell, shall become and remain the exclusive property of the Kane County Health Department and shall not be copyrighted, patented, or trademark registered by Jane Maxwell, except as authorized in a separate agreement.

5. Jane Maxwell shall not publish, disseminate or otherwise release any information acquired or produced pursuant to this Agreement without prior review and approval by the Health Department.

6. Jane Maxwell shall comply with all applicable provisions of the Health Insurance Portability and Accountability Act ("HIPAA"), including, but not limited to 42 USC 132d, and applicable regulations, 45 CFR 160, 162, and 164, as may be promulgated or amended.

7. Jane Maxwell agrees to protect from disclosure all information that identifies or could lead to the identification of recipients of services provided pursuant to this agreement. If Jane Maxwell receives a request for information that may identify an

individual, Jane Maxwell shall notify the Health Department immediately. A request for information includes, but is not limited to, a subpoena, court order, or a request from a researcher. Any issue of whether the information is or may be identification information shall be resolved by the Health Department.

8. Jane Maxwell shall indemnify and hold harmless the Health Department, the County of Kane, and the Kane County Board of Health from any and all claims, demands, losses, penalties, actions and judgments for (a) damages to personal property, (b) personal injury or death suffered or sustained by any third party, and (c) any claims which arise by reasons of her conduct, or the conduct of her agents or employees, relative to the performance of any activity, duty or obligation hereunder. This paragraph shall survive termination of this Agreement.

9. This Agreement shall remain in effect from March 1st, 2010 and shall be subject to renewal based on mutual agreement between Kane County and Ms. Maxwell on November 30, 2010.

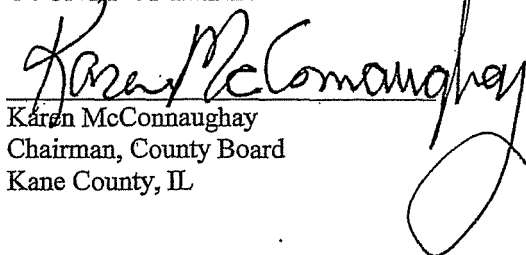
10. This agreement may be terminated at any time during the above mentioned period by either party upon giving written notice to the other party thirty (30) calendar days in advance of the actual termination date. Jane Maxwell shall be paid for work satisfactorily completed prior to the date of termination.

11. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois. Jurisdiction and venue for the resolution of disputes hereunder shall lie in Kane County, Illinois.

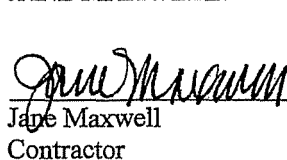
12. This Agreement shall be modified only upon the execution of a written amendment by both parties.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first written above.

COUNTY OF KANE:


Karen McConaughay
Chairman, County Board
Kane County, IL

JANE MAXWELL:


Jane Maxwell
Contractor

Date

3-15-10
Date