

Your Health,  
Our Commitment



**Kane County  
Health Department**  
Paul Kuehnert, MS, RN  
Executive Director

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

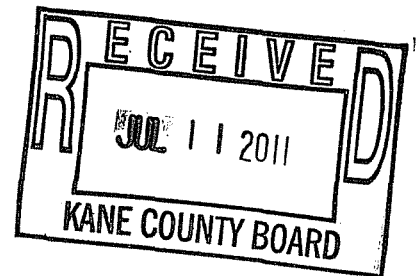
# MEMO

TO: Jane Tallitsch  
FROM: Paul Kuehnert  
DATE: July 6, 2011  
SUBJECT: Documents needing legal evaluation  
TITLE: Amendment to Agreement Between Kane Co. Health  
Department and Heses House entered into 11/11/10  
CONTACT: Claire Dobbins x85152

REVIEW AND COMMENT ONLY.

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

Need returned to Health Dept by



**Amendment to Agreement**

**Between Kane County Health Department**

**and Hesed House entered into 11/11/10**

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 effect as written. In the event of conflict, the terms of this AMENDMENT shall prevail.

1. **MEMORANDUM OF AGREEMENT DESCRIPTION**

Refer to original Agreement and Resolution Number 11-182

2. **DESCRIPTION OF AMENDMENT:**

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

stay the same or  change as follows:

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

Original cost:   \$89,999   Amount of change:   \$100,000   \_\_\_\_\_

Revised cost: \$189,999

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

3. **EFFECTIVE DATE OF AMENDMENT:**

June 14, 2011

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 12/31/11
- c. Add \$100,000 to Section 3.3 Compensation

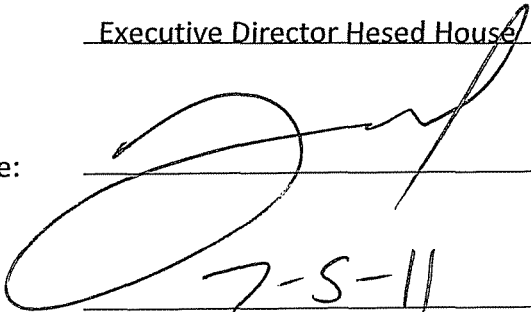
All other terms and conditions shall remain the same.

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

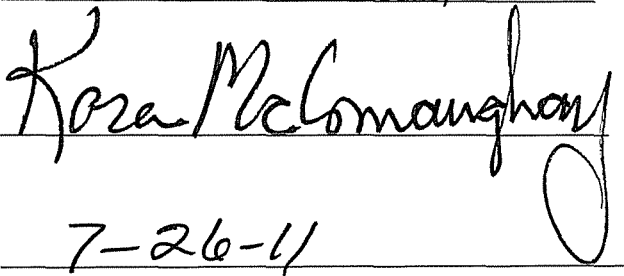
Signature: 

Date: 7-5-11

**Kane County**

Printed Name: Karen McConnaughay

Title: Chairman Kane County

Signature: 

Date: 7-26-11

## 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 12/31/11
- 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 attorneys' 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 \$25,000 immediately upon execution of this agreement.
- Invoice KCHD for the \$37,500 (30) days after execution of this agreement.
- Invoice KCHD for the remaining \$37,500 (60) days after execution of this agreement.
- 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 5<sup>th</sup> 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 \$100,000 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, costs 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.

**Hesed House, Inc.**

Printed Name: Ryan Dowd

Title: Executive Director Hesed House

Signature: 

Date: 7-5-11

**Kane County**

Printed Name Karen McConnaughay

Title: Chairman Kane County

Signature: 

Date: 7-26-11