

COUNTY OF KANE

Christopher J. Lauzen
Kane County Board Chairman



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OCT 18 2013

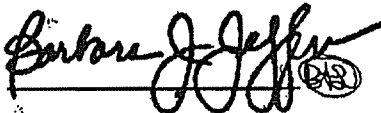
KANE COUNTY BOARD

DOCUMENT VET SHEET
for
Christopher J. Lauzen
Chairman, Kane County Board

Name of Document: Authorizing Amendment to The Kane County Health Resolution No.: 13-284

Department and Hosed House Agreement

Submitted by: Barbara Jeffers

Dept. Head Signature: 

Date Submitted: 17 October 2013

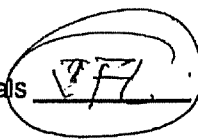
Dept. Head Sign-off Date: 10-17-13

Examined by:

Joseph Lulves
(Print name)


(Signature)

10-25-13
(Date)

Post on the Web: YES NO Atty. Initials 

Comments:

Resolution attached. Revision requires detailed billing information as specified in the attached

Amendment.

Chairman signed: YES NO

10/25/2013
(Date)

Document returned to: Bev Lopez/Health/1240 N. Highland Ave., Ste. 26, Aurora
(Name/Department)

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 13 - 284

**AUTHORIZING AMENDMENT TO THE KANE COUNTY 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 (TB) 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 and control, in order to contain the outbreak; and

WHEREAS, the County of Kane 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; and

WHEREAS, the Kane County Health Department has obtain grants from the following sources to fund the amendment to the agreement with Hased to provide the required services.

Agency	Grant	Line Item
Cadence Health	\$40,000	350.580.000.33900
Community Foundation of the Fox River Valley	\$10,000	350.580.000.33900
Dunham Fund	\$10,000	350.580.000.33900
Illinois Department of Public Health	\$19,500	350.580.000.32580
Total	\$79,500	

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman be, and herby is, authorized to enter into an amended agreement with Hased House for housing, nutrition, transportation, and other social support services to homeless individuals with active TB in order to assure completion of medical treatment in an amount not to exceed Seventy Nine Thousand Five Hundred Dollars (\$79,500) added to the original agreement for term ending November 30, 2013.

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?
350.580.631.50150	Contractual/Consulting	No	See Above	See Above

Passed by the Kane County Board on October 8, 2013.



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

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:

Yes 24

No -

Voice -

Abstentions -

10HesedHouse

AMENDMENT

This is an AMENDMENT to the 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 Ave. Suite 26, Aurora, Illinois 60506 signed on March 2, 2013 for the purchase of emergency, short and long term supportive housing services for homeless person with, or at high risk for, infection tuberculosis (TB) from Hesed. The undersigned parties Hesed and KCHD agree that the following shall amend the Contract referenced herein. All terms and conditions set in the original contract, not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this Amendment shall prevail.

Hesed agrees to:

- Hesed will provide a monthly invoice with a summary report of all invoices/receipts included in the invoice to be reimbursed. Hesed will provide a copy of all invoices/receipts included in the invoice. Hesed will send the monthly invoice to KCHD (address listed above) no later than 15th day of the following month being billed. The monthly billing (invoice) must adhere to the following criteria: 1) the monthly supplies amount of a single case may not exceed \$950. KCHD pre-approval is required for amounts that exceed the \$950 single case limit. Copies of the invoices/receipts must be submitted with the monthly invoice to be reimbursed. Any cost not approved by KCHD will be disallowed and will not be paid. 2) A copy of the mileage log must be submitted with the invoice to be reimbursed. Mileage is for the current billing month only. Mileage from prior months is disallowed cost and will not be paid. 3) Staffing is 1 FTE for 0-6 Cases. Above 6 cases requires written approval 4) housing at Serengeti is \$2700 per month for 0-4 Cases: Above 4 cases requires written approval. The total amount of the contract is not to exceed \$139,500, which includes the original amount of \$60,000 and additional amount of \$79,500 ending November 30, 2013.

KCHD agrees to:

- Pay Hesed within 60 days upon receipt of invoice for services provided under the terms of this agreement including amendments and exhibits for services provided for the current contract period.

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.

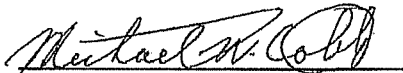
KANE COUNTY

Printed Name: Michael Cobb

Printed Name: Christopher J. Lauzen

Title: Executive Director

Title: Chairman, County Board
Kane County, Illinois

Signature: 

Signature: 

Date: 9-28-13

Date: 10/25/13

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 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: _____ Amount of change: _____

Revised cost: _____

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

3. **EFFECTIVE DATE OF AMENDMENT:**

December 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 11/30/13

c. Change to \$60,000.00 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: 3-7-13

Kane County

Printed Name: Chris Lauzen

Title: Chairman Kane County

Signature:  _____

Date: 3-2-13

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, infection 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, 2013
- Provide needed social support services to said persons, to include: transportation to and from clinic appointments; providing or assuring provisions 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 fee, cost and interest, audit deficiencies, disallowed expenses, disallowed cost, lost incentives, loss 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 Health Department 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 December 1, 2012 and ending November 30, 2013
- 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 House 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 \$60,000 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, loss 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 omission 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: 3-2-13

Kane County

Printed Name: Chris Lauzen

Title: Chairman Kane County

Signature: 

Date: 3-2-13