



COUNTY BOARD ADDENDUM

County of Champaign, Urbana, Illinois

Thursday, August 23, 2007 – 7:00 p.m.

Lyle Shields Meeting Room, Brookens Administrative Center
1776 East Washington Street, Urbana

Page Number

XI COMMITTEE REPORTS:

A. JUSTICE & SOCIAL SERVICES COMMITTEE:

1. Adoption of Resolution No. 6150 Authorizing an Agreement for Pharmacy Services at the Champaign County Nursing Home with HAC 2, Inc. *1-11

B. COUNTY FACILITIES COMMITTEE:

Anticipated Action from August 23, 2007 meeting:

4. Adoption of Resolution No. 6152 Approving Award of Contract for Architectural/Engineering Services Related to Renovation of the Old Champaign County Nursing Home *12

5. ***Adoption of Ordinance No. 814 Authorizing a Lease Agreement Between ILEAS and Champaign County Board for the Remodel and Use of the Vacated Champaign County Nursing Home as a First Responder Training Facility *13

D. FINANCE COMMITTEE

6. **Adoption of Resolution No. 6153 – Emergency Budget Amendment *14-15

- A. Budget Amendment #07-00082
Fund: 081 Nursing Home
Dept: 410 Administrative
Increased Appropriations: \$115,000
Increased Revenue: \$0
Reason: Monies from corporate for Nursing Home furniture & computer software

XII OTHER BUSINESS

- C. Adoption of Resolution No. 6151 Authorizing an Agreement Between the University of Illinois and Champaign County for the Provision of Security at Memorial Stadium During University of Illinois Football Games *16-20

- D. Adoption of Resolution No. 6154 Approving Agreement Between Champaign County Board, the Champaign County Sheriff's Office, and the Fraternal Order of Police (Law Enforcement Officers and Sergeants) *21

E. *CLOSED SESSION Pursuant to 5 ILCS 120/2 (c) (11) to Consider
Litigation Which is Probable or Imminent on Behalf of and/or Against
Champaign County

*Roll Call

**Roll call and 18 votes

***Roll call and 21 votes

****Roll call and 14 votes

Except as otherwise stated, approval requires the vote of a majority of those County Board members present.

County Board members and guests are encouraged to park in the north parking lot, off Lierman Avenue, and enter the Brookens facility through the north door. The Brookens Administrative Center is an accessible facility.

For additional information, contact Kay Rhodes in the County Administrator's Office at (217) 384-3776.

RESOLUTION NO. 6150

RESOLUTION AUTHORIZING AN AGREEMENT FOR PHARMACY SERVICES AT THE
CHAMPAIGN COUNTY NURSING HOME WITH HAC 2, INC.

WHEREAS, the Champaign County Nursing Home (hereinafter "CCNH") requires pharmacy supplies and services in its operation as a nursing home; and

WHEREAS, HAC 2, Inc. an Illinois corporation d/b/a Health One Pharmacy of Central Illinois (hereinafter "HAC2") is qualified, licensed, and capable of providing approved drugs intravenous solutions, biological, and other pharmaceutical supplies and services to the CCNH and as required by CCNH's residents upon order of their physicians and in accordance with accepted professional principles and applicable local, state, and federal laws and regulations; and

WHEREAS, CCNH desires to contract with HAC 2 for pharmacy supplies and services and HAC2 is willing to furnish such supplies and services; and

WHEREAS, an Agreement for Pharmacy Services between CCNH and the HAC2 has been prepared; and

WHEREAS, the Agreement for Pharmacy Services outlines the financial participation and the facilities and services responsibilities of the parties.

NOW, THEREFORE, BE IT RESOLVED that the County Board of Champaign County authorizes the County Board Chair to enter into an Agreement for Pharmacy Services with HAC 2, Inc. an Illinois corporation d/b/a Health One Pharmacy of Central Illinois.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 23rd day of August, A.D. 2007.

C. Pius Weibel, Chair
Champaign County Board

ATTEST: _____
Mark Shelden, County Clerk
and ex-officio Clerk of the
Champaign County Board

AGREEMENT FOR PHARMACY SERVICES

This Pharmacy Agreement ("Agreement") dated as of _____, 2007, is between **HAC 2, Inc. an Illinois corporation d/b/a Health One Pharmacy of Central Illinois**, 1053 Jason Place, Chatham, Illinois and _____ (company name), an _____ (state) corporation doing business as _____ ("Facility").

RECITALS

WHEREAS, Pharmacy is qualified, licensed, and capable of providing approved drugs, intravenous solutions, biological, and other pharmaceutical supplies and services ("Supplies and Services") to Facility and as required by the residents of Facility upon order of their physicians and in accordance with accepted professional principles and applicable local, state, and federal laws and regulations; and

WHEREAS, Facility desires to contract with Pharmacy for Pharmacy's Supplies and Services, and Pharmacy is willing to furnish such Supplies and Services as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for the reliance of the parties hereto, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Facility and Pharmacy incorporate the foregoing recitals and further agree as follows:

ARTICLE 1 RESPONSIBILITIES OF THE PHARMACY

- 1.1 **Services**. For the benefit of Facility, Pharmacy will provide the following services:
- 1.1.1 Provide Supplies and Services in compliance with applicable local, state and federal laws and regulations for residents and Facility;
 - 1.1.2 Render all services in accordance with any applicable requirements of local, state, and federal laws and regulations, community standards of practice, and Pharmacy's Policies and Procedures Manual;
 - 1.1.3 Label all medications in accordance with local, state, and federal laws, rules, and regulations;
 - 1.1.4 Provide Supplies and Services in a prompt and timely manner;
 - 1.1.5 Provide Facility with a medication administration system, medication carts, treatment carts, IV carts, and all accessories for the system, where necessary. Such supplies and equipment will be the property of Pharmacy;
 - 1.1.6 Maintain drug profiles on each resident in Facility;
 - 1.1.7 Provide drug information and consultation to Facility's licensed professional staff regarding such supplies and services ordered; and

- 1.1.8 Pharmacy will furnish and replenish, on a regular basis, an emergency and interim medication supply, the composition of which will comply with federal and state regulations, and be mutually agreed upon in writing by Pharmacy and Facility. Facility will assist Pharmacy in its efforts to allocate inventory removed from the interim supply to individual residents, and Facility agrees to pay Pharmacy directly for contents which cannot be so allocated.
- 1.2 **Delivery Schedule.** Pharmacy agrees to deliver to Facility any prescriptions and supplies 1 time each day, Monday through Saturday, with an additional delivery if an emergency arises, except for circumstances and conditions beyond its control, which will include, but not be limited to, situations where Pharmacy's manufacturer/supplier is unable to provide the required item and Pharmacy is unable, after expending reasonable efforts, to provide an acceptable alternative.
- 1.3 **Emergency Drug Service.** Emergency Drug Service. Pharmacy will provide Supplies and Services on an emergency basis in a prompt and timely manner, in no case longer than four (4) hours, either itself or through arrangement with another pharmacy provider or community based resource. In the event Pharmacy cannot furnish an ordered medication on a prompt and timely basis, Pharmacy will immediately notify Facility.
- 1.4 **Equipment.** Pharmacy will furnish, at its expense, all equipment necessary for its provision of services under this Agreement. Pharmacy will, at its expense, be responsible for ongoing maintenance, repairs and reasonable wear and tear to Pharmacy's equipment utilized at Facility, unless the need for such maintenance and repair is due to Facility's abuse of the equipment. In such event, the expense for maintenance and repairs will be borne by Facility. All such equipment shall remain the property of Pharmacy. If facility chooses to pick a 7 day unit dose system, the facility will be charged \$1.00 per bed on a monthly basis for this system.
- 1.5 **Routine Consulting Services.** Pharmacy will provide the following consulting services, which collectively shall be the "Routine Consulting Services":
- 1.5.1 Review the records for receipt and disposition of controlled drugs and the maintenance of such records;
 - 1.5.2 Review the drug regimen of each resident in Facility and report any irregularity to Facility's Administrator, the resident's physician and the Director of Nursing;
 - 1.5.3 Furnish, upon request, copies of all pharmacists' licenses, or letters from the appropriate Board of Pharmacy stating that such pharmacist's licenses are in good standing;
 - 1.5.4 Provide copies of Pharmacy's pharmaceutical care guidelines to Facility and consult with attending physicians and nurses to ensure compliance with the guidelines;
 - 1.5.5 Provide, upon request, assistance to Facility with the implementation of Pharmacy's policies and procedures;
 - 1.5.6 Work with Facility staff to ensure that inspections are done of each nursing station, its related drug storage area, and resident health records;

- 1.5.7 Ensure the proper labeling of all Pharmaceutical Supplies and that labeling is based on currently accepted professional standards and includes the appropriate accessory and cautionary instructions as well as the expiration date, when applicable;
 - 1.5.8 Provide written reports to the Administrator or Director of Nursing regarding the status of Facility's pharmaceutical services and staff performance on the mutually agreed upon basis; and
 - 1.5.9 Perform all other responsibilities required of a pharmacy consultant as set forth by applicable local, state or federal laws and regulations.
- 1.6 **Non-Routine Consulting Services.** Pharmacy shall provide to Facility, at Facility's request, pharmacy-related consulting services other than the Routine Consulting Services ("Non-Routine Consulting Services"); provided that such Non-Routine Consulting Services are within Pharmacy's knowledge and expertise.

ARTICLE 2
RESPONSIBILITIES OF THE FACILITY

- 2.1 **Operations.** Facility will be responsible for the implementation of Pharmacy's Policies and Procedures upon the commencement of this Agreement and will implement and support the Pharmacy's Guidelines to assist Pharmacy in improving drug therapy for residents. Facility will make available to Pharmacy adequate working and storage space to allow Pharmacy to fulfill the services required of Pharmacy, including, but not limited to, adequate space at each nursing station for the storage of medication carts. Containers, or cards and equipment, will be provided by Pharmacy. Facility and Pharmacy will work together to instruct Facility's personnel to utilize the equipment properly.
- 2.2 **Ordering.** Facility will, whenever possible, order from Pharmacy all drugs, intravenous solutions, biological, and supplies for individual residents which are not commonly stocked in Facility. Notwithstanding the foregoing, the Parties recognize a nursing facility resident's right to choose his or her own pharmacy provider. Facility and its residents may purchase pharmaceutical services and supplies from sources other than Pharmacy, and in such cases where a resident has requested purchases be made from another pharmacy that request will be honored, in accordance with all other Facility policies regarding purchases from an outside pharmacy. Facility may also purchase "house supply" items from Pharmacy, as allowed by applicable local, state, and federal laws and regulations.
- 2.3 **Infusion Supplies.** Facility will assure that there is at all times adequate supplies necessary to provide complete and appropriate IV therapy services to Facility residents. Pharmacy may make available to Facility those IV therapy equipment and supply items Facility wishes to stock on the premises, at prices which will be agreed upon in advance by Pharmacy and Facility.
- 2.4 **Infusion Services.** Facility will provide adequate and appropriately trained staff, including but not limited to nurses, qualified to furnish specialized IV therapy to residents of the Facility. If Facility staff requires specialized training, refresher courses, or continuing education to develop or update their skills, Facility will arrange for or provide this specialized training. Pharmacy will bill Facility directly for clinical education and professional services.

- 2.5 **Binding Data.** Facility will notify Pharmacy daily of any changes in resident medication upon receipt of physicians' orders or of changes as a result of room transfer or discharge. Facility will give Pharmacy reasonable access to all resident records (in accordance with all applicable laws and regulations), facilities, and supplies necessary for the performance of Pharmacy's duties under this Agreement, and Pharmacy will furnish to Facility, upon request, all information relating to the drugs, intravenous solutions, biological, and supplies furnished to Facility or to Facility residents.

ARTICLE 3 FINANCIAL ARRANGEMENTS

- 3.1 **Medication Billing.** Pharmacy shall bill Facility, the resident, or a third-party payor, as applicable.
- 3.2 **Routine Consultant Services.** For Routine Consultant Services, Facility shall have the option of paying for such services (1) at Pharmacy's regular hourly rate for consultants (currently \$60.00/hour), subject to application of a discount of Twenty Percent (20%) from such regular hourly rate; or (2) a monthly rate, not subject to the aforementioned discount, which is equal to Three Dollars (\$3.00) multiplied by the number of licensed nursing facility beds at Facility. Facility may choose a particular methodology for payment of the Routine Consulting Services for periods of no less than three consecutive months; and such choice shall apply to all Routine Consultant Services rendered at Facility during the time period chosen. If Facility requests to change the payment methodology for Routine Consulting Services, then such request will take effect on the first day of the first calendar month following the date notification by Facility of the desired change is received by Pharmacy; provided, however, that if such first day of the calendar month falls sooner than fifteen (15) days after the notification is received by Pharmacy, then the request shall take effect on the first day of the second calendar month following the date notification by Facility of the desired change is received by Pharmacy.
- 3.3 **Non-Routine Consultant Services.** For Non-Routine Consultant Services, Facility shall pay Pharmacy's regular hourly rate for consultants (currently \$60.00/hour), subject to application of a discount of Twenty Percent (20%) from such regular hourly rate.
- 3.4 **Invoices.** Pharmacy shall submit to Facility a monthly invoice for all sums owed by Facility to Pharmacy under this Agreement. Payment on such invoices shall be due within thirty (30) days of receipt by Facility. Payments not received by Pharmacy within thirty (30) days of receipt of an invoice by Facility shall be subject to a late fee of One Percent (1%) per month
- 3.5 **Nonpayment.** The Parties agree that Pharmacy pursuant to this Agreement shall have the right refuse to supply drugs, intravenous solutions, biological, and supplies to a resident for reason of nonpayment or delinquent payment. This provision shall not impede Pharmacy's ability to collect for nonpayment via any other lawful means.
- 3.3 **Cost Reports.** Upon request, Pharmacy shall prepare and submit to Facility the cost report data necessary for submission of Facility's cost reports.

ARTICLE 4
RECORDS

- 4.1 **Maintenance of Records.** Both parties agree to keep and supply records to the other upon request in such form and for such duration as may be required by Federal, State and local statutes and regulations
- 4.2 **Availability of Records.** Pharmacy shall make any and all books and records related to this Agreement available to Facility for inspection and/or audit upon request by Facility.
- 4.3 **Confidentiality.** Pharmacy agrees to maintain the confidentiality of information pertaining to Facility's residents in accordance with all applicable laws. The termination of this Agreement shall have no effect on the obligation contained in this clause.
- 4.4 **Audits.** Until the expiration of four (4) years after the furnishing of Services pursuant to this Agreement, Pharmacy shall, upon written request, make available to the Secretary of the Department of Health and Human Services ("HHS"), the Comptroller General, or any of their duly authorized representatives, this Agreement, and any books, documents and records that are necessary to certify the nature and extent of the costs incurred by Facility under this Agreement. This provision will apply if the amount paid under the Agreement is \$10,000 or more over a twelve (12) month period. The availability of Pharmacy's books, documents and records will at all times be subject to such criteria and procedures for seeking access as may be promulgated by the Secretary of HHS in regulations, and other applicable laws. Pharmacy's disclosure under this provision will not be construed as a waiver of any legal rights to which Pharmacy or Facility may be entitled under statute or regulation.
- 4.5 **Subcontractors.** If Pharmacy performs any of its duties pursuant to this Agreement through a subcontractor, with a value or cost of \$10,000 or more over a twelve (12) month period, then Pharmacy warrants that it will include a provision in the agreement with the subcontractor substantially similar to Section 4.4 above.

ARTICLE 5
TERM AND TERMINATION

- 5.1 **Term and Termination.** The term of this Agreement shall, unless sooner terminated in accordance with the provisions of this Agreement, begin as of the date hereof, and shall be in effect until either Party gives the other party a ninety (90) days notice of termination. Notwithstanding the foregoing, the Parties agree that if the Facility is not current on its account balances, any notice to terminate will not be accepted and recognized by the Pharmacy until the account balances are brought current.

Either Party may also terminate this Agreement in the event that the other Party: (1) files voluntarily for bankruptcy protection or other protection from creditors, or has an involuntary petition filed against it which is not dismissed within 180 days of filing; (2) is convicted of a felony, or of a misdemeanor relating to the provision of or billing for health care items and services; or (3) is excluded from participation in the Medicare or Medicaid programs. In addition, Pharmacy upon thirty (30) days written notice has the right to terminate the Agreement for Facility's delinquent payments. For purposes of this section delinquent payments is where the Facility is more than 60 days past due on it's account balances.

- 5.2 **Effect of Termination.** Upon termination of this Agreement, neither Party shall have any further obligation hereunder except: for obligations accruing prior to the date of termination; for obligations, promises, or covenants contained herein which are expressly made to extend beyond the term of this Agreement. Pharmacy will arrange for the return of any of its material or supplies at its sole expense.

ARTICLE 6
MISCELLANEOUS

- 6.1 **Insurance.** Pharmacy shall provide worker's compensation, professional liability and general liability for any qualified personnel placed by the Pharmacy at Facility, of no less than one million dollars (\$1,000,000) per incident and three million dollars (\$3,000,000) in the aggregate. Pharmacy shall submit to Facility at Facility's request, a copy of a policy or certificate of insurance. Facility shall provide worker's compensation, professional liability and general liability insurance coverage at Facility, of no less than one million dollars (\$1,000,000) per incident and three million dollars (\$3,000,000) in the aggregate. Facility shall submit to Pharmacy at Pharmacy's request, a copy of a policy or certificate of insurance.
- 6.2 **Indemnification.** Each Party will indemnify and hold the other Party harmless from and against all claims, demands, costs, expenses, liabilities and losses, including reasonable attorneys' fees which may arise against the other Party as a result of any alleged malfeasance, neglect or medical malpractice by the indemnifying Party, its employees, agents or contractors.
- 6.2.1 **Indemnification of Facility by Pharmacy.** Pharmacy agrees to indemnify and hold Facility, its members, officers, and directors, trustees, employees, and agents harmless from any loss, damage, action, costs, attorneys' fees, expenses, or other claims arising from breach of any representation, covenant, duty, or agreement in this Agreement any services provided by Pharmacy. The indemnification of Facility by Pharmacy provided for in this section shall survive the termination of this Agreement.
- 6.2.2 **Indemnification of Pharmacy by Facility.** Facility agrees to indemnify and hold Pharmacy, its shareholders, officers, directors, employees and agents harmless from any loss, damage, action, costs, attorneys' fees, expenses, or other claims arising from Facility's breach of any representation, covenant, duty, or agreement in this Agreement. The indemnification of Pharmacy by Facility provided for in this section shall survive the termination of this Agreement.
- 6.3 **Independent Contractors.** None of the provisions of this Agreement are intended to create (nor shall be deemed or construed to create) any relationship between the Parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither Party, nor any employees or agents thereof, shall have any claim under this Agreement or otherwise against the other Party for social security benefits, workman's compensation, disability benefits, unemployment insurance, vacation, sick pay or any other employee benefits of any kind.
- 6.4 **Governing Law.** This Agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Illinois. The county of Williams, State of Illinois, shall be the sole and exclusive venue for any litigation, special proceeding, or other proceeding between the Parties that may be brought, arise out of or in connection with or by reason of this Agreement.
- 6.5 **Notices.** Notices or communications to be given under this Agreement will be given to the respective parties in writing either by personal delivery or by United States registered or

certified mail, postage prepaid, or by a nationally recognized overnight delivery service as follows:

To Facility:

To Pharmacy:
Health One Pharmacy of Central Illinois
1053 Jason Place
Chatham, IL 62629

Or at such other addresses and to such other persons as either party may from time to time designate by notice given as herein provided. Such notices or communications will be deemed to have been given three (3) days after deposit in the United States mail or one (1) day after delivery to an overnight delivery service.

- 6.6 **Assignment**. No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both Parties hereto, provided that either Party may assign this Agreement to a purchaser of substantially all of such Party's assets (through asset or equity purchase, or otherwise), or to the surviving entity in the event that a Party is merged or consolidated with another entity.
- 6.7 **Waiver**. Waiver by either party of a breach or violation of any provision of this Agreement will not operate as, or be construed to be, a waiver of any prior, concurrent, or subsequent breach. None of the provisions of this Agreement will be considered waived by either party except when such waiver is given in writing.
- 6.8 **Severability**. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
- 6.9 **Gender and Number**. Whenever the context hereof requires, the gender of all words shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and plural.
- 6.10 **Entire Agreement**. This Agreement constitutes the entire Agreement of the Parties with respect to the subject matter hereof, and all prior and contemporaneous understandings, agreements and representations, whether oral or written, with respect to such matters are superseded.
- 6.11 **Amendments**. This Agreement may only be amended by the written consent of both Parties.
- 6.12 **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall be deemed to constitute one instrument.
- 6.13 **Compliance With Laws**.

- 6.13.1 Both Parties agree to comply with all applicable Federal and State laws prohibiting discrimination against persons on account of race, sex, color, age, religion, national origin, or disability.
- 6.13.2 Each Party certifies that it and its employees and agents comply with, are not under investigation for violations of, and have never been convicted of or sanctioned for violations of, any Federal and State laws governing the Medicare and Medicaid programs (including but not limited to, provisions regarding the billing of services and the referral of patients), laws relating to patient abuse or neglect, health care fraud, and laws governing controlled substances.
- 6.13.3 Nothing in this Agreement shall be construed as an offer or payment by one Party to the other Party (or any affiliate of the other Party) of any remuneration for patient referrals, or for recommending or arranging for the purchase, lease or order of any item of service for which payment may be made in whole or in part by Medicare or Medicaid. Any payment made between Pharmacy and Facility is intended to represent the fair market value of the supplies and/or services to be rendered by the respective Party hereunder and are not in any way related to or dependent upon referrals by and between Facility and Pharmacy. Furthermore, it is the stated intent of both Parties that nothing contained in this Agreement is or shall be construed as an endorsement for any act of either Party.
- 6.13.4 The Parties certify that all actions taken by either of them in accordance with or appurtenant to this Agreement are intended to be in compliance with all applicable federal, state and local laws, rules and regulations.
- 6.14 **Binding Effect.** This Agreement shall be binding upon the Parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
- 6.15 **Force Majeure.** If either Party fails to perform its obligations hereunder (except for the obligation to pay money) because of strikes, accidents, acts of God, weather conditions, or action or inaction of any government body or other proper authority or other causes beyond its control, then such failure to perform will not be deemed a default hereunder and will be excused without penalty until such time as said party is capable of performing.
- 6.16 **Confidentiality.** Except as otherwise provided herein or as required by applicable law or the rules of any applicable securities exchange, both parties agree to keep this Agreement and its contents confidential and not to disclose this Agreement or its contents to any third party without the written consent of the other party.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed by its duly authorized officer, as of the date first above written.

HAC 2, Inc.
dba Health One Pharmacy

 Donna Mattera RPh., President

Facility
 By: _____

MEDICARE RESIDENTS PRICING ADDENDUM

ARTICLE 7

7.1 This Medicare resident pricing addendum is part of the Pharmacy Services Agreement, and is in effect as of the date set forth hereof. This addendum covers all legend and non legend items, as well as IV Therapy products, that are provided by the Pharmacy to Facility residents while on "Medicare" status in the facility. "Medicare" status refers to those residents in which the Facility receives reimbursement from Medicare for skilled nursing facility services provided to such residents.

Each month the Pharmacy will include on its facility invoice the charges for all legend, non-legend, and IV Therapy products provided to all "Medicare" status residents at the following agreed upon rate schedule:

Our Per Diem rate will be \$25.00/day. Every 30 days the bill will be reviewed and if the amount is +/- 21% of our usual and customary rate, we will adjust the bill according to our Usual and Customary rate.

Usual and Customary Rates are:

Brand name medications are AWP -12% + 3.40 dispensing fee

Generic Medications are AWP - 25% + 4.60 dispensing fee

This pricing formula reflects the current Medicaid Reimbursement Rate from the State of Illinois. If and when the rate changes, Pharmacy and Facility agree to update the Medicare Residents Pricing Addendum to the then current State of Illinois Medicaid Reimbursement Rate.

Facility Initials

Pharmacy Initials

RESOLUTION NO. 6152

RESOLUTION APPROVING AWARD OF CONTRACTS FOR ARCHITECTURAL/ENGINEERING SERVICES RELATED TO THE RENOVATION OF THE OLD CHAMPAIGN COUNTY NURSING HOME FACILITY

WHEREAS, Champaign County has received the study prepared by Isaksen Glerum Wachter regarding the potential reuse and/or conversion of the old Champaign County Nursing Home; and

WHEREAS, Champaign County has determined that the best use for the old nursing home would be a lease of the facility; and

WHEREAS, Champaign County wishes to enter into a lease for the old nursing home with ILEAS; and

WHEREAS, in order for Champaign County to lease the old nursing home to ILEAS, as well as to protect the integrity and provide maintenance for the structure, it will be necessary to renovate the leased space to be provided to ILEAS; and

WHEREAS, Champaign County has an existing relationship with Isaksen Glerum Wachter which would be beneficial to the County in the proposed renovation; and

WHEREAS, Champaign County desires to enter into a contract with Isaksen Glerum to provide architectural and engineering services for the proposed renovation.

WHEREAS, renovation of the old nursing home facility would benefit the citizens of Champaign County.

NOW, THEREFORE, BE IT RESOLVED that the Champaign County Board award to Isaksen Glerum Wachter of Urbana, Illinois a contract in a sum not to exceed \$259,900 for basic architectural/engineering services and \$38,600 for on-site observation for the renovation of the old Champaign County nursing home facility at 1701 East Main Street, Urbana, Illinois.

PRESENTED, ADOPTED, APPROVED and RECORDED this 23rd day of August, 2007

C. Pius Weibel, Chair
County Board of Champaign County, Illinois

ATTEST:

Mark Shelden, County Clerk
And *ex-officio* Clerk of the County Board

ORDINANCE NO. 814

**ORDINANCE ADOPTING A LEASE BETWEEN
THE COUNTY OF CHAMPAIGN AND ILEAS**

WHEREAS, the County of Champaign (“County”) is authorized by the Counties Code to enter into lease agreements (55 ILCS 5/5-1049.2); and

WHEREAS, ILEAS will serve the interests of the County by promoting, planning and facilitating public safety training for law enforcement agencies throughout the country in a facility within Champaign County that will also enhance economic development within the community; and

WHEREAS, ILEAS wishes to lease space at the old Champaign County Nursing Home, located at 1701 East Main Street, Urbana, Illinois; and

WHEREAS, it would assist Champaign County in the maintenance and upkeep of the old Champaign County Nursing Home to enter into this lease.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the County Board of Champaign County as follows:

1. It is in the best interest of the County to lease space at the old Champaign County Nursing Home for use by ILEAS; and
2. The County hereby authorizes the execution of a lease agreement with ILEAS for space at the old Champaign County Nursing Home, which said lease agreement is attached to this ordinance, pursuant to 55 ILCS 5/5-1049.2; and
3. This Ordinance shall become effective upon the commencement of the lease term.

PRESENTED, ADOPTED, APPROVED and RECORDED this 23rd day of August, 2007.

C. Pius Weibel, Chair
Champaign County, Illinois

ATTEST: _____
Mark Shelden, County Clerk
and ex-officio Clerk of the County Board

RESOLUTION NO. 6153

EMERGENCY BUDGET AMENDMENT

August, 2007

FY 2007

WHEREAS, an immediate emergency exists within the following fund; and

WHEREAS, the following amendment has not been approved by the Finance Committee, and the department has requested immediate action by the County Board; and

NOW, THEREFORE, BE IT RESOLVED that the Champaign County Board approves the following amendment within the 2006-2007 budget; and

BE IT FURTHER RESOLVED that the County Auditor be authorized and is hereby requested to make the following amendment to the 2006-2007 budget:

Budget Amendment #07-00082

<u>ACCOUNT DESCRIPTION</u>		<u>AMOUNT</u>
Fund 081 Nursing Home Dept. 410 Administrative		
Increased Appropriations Furnishings, Office Equipment		<u>\$115,000</u>
	Total	\$115,000
Increased Revenue None (From Nursing Home Fund balance)		<u>\$0</u>
	Total	\$0

REASON: Monies from corporate for Nursing Home furniture & computer software.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 23rd day of August, A.D. 2007.

C. Pius Weibel, Chair
Champaign County Board

ATTEST: _____
Mark Shelden, County Clerk
and ex-officio Clerk of the
Champaign County Board

FUND 081 NURSING HOME

DEPARTMENT 410 ADMINISTRATIVE

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
081-410-544.33 FURNISHINGS, OFFICE EQUIP	9,000	13,000	128,000	115,000
TOTALS	9,000	13,000	128,000	115,000

INCREASED REVENUE BUDGET:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
None: from Fund Balance				
TOTALS	0	0	0	0

EXPLANATION: MONIES FROM CORPORATE FOR NURSING HOME FURNITURE & COMPUTER SOFTWARE

DATE SUBMITTED: 8/20/07 AUTHORIZED SIGNATURE  ** PLEASE SIGN IN BLUE INK **

APPROVED BY PARENT COMMITTEE: _____ DATE: _____

APPROVED BY BUDGET & FINANCE COMMITTEE: _____ DATE: _____

RESOLUTION NO. 6151

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE UNIVERSITY OF ILLINOIS AND THE COUNTY OF CHAMPAIGN FOR THE PROVISION OF SECURITY AT MEMORIAL STADIUM DURING UNIVERSITY OF ILLINOIS FOOTBALL GAMES

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq. authorizes the University of Illinois (hereinafter "U of I") and the County of Champaign (hereinafter "County") to contract to perform and share services in any manner not prohibited by law; and

WHEREAS, the U of I desires additional law enforcement officers to provide police services during the U of I football games; and

WHEREAS, the County Board finds that it has the ability to and that it is in the best interest of the County to provide such additional law enforcement personnel; and

WHEREAS, an Agreement for the Provision of Security at Memorial Stadium during U of I Football Games between the County, the Sheriff of Champaign County, and the U of I has been prepared and outlines the responsibilities and financial compensation provided by each party for the period from September 8, 2007 and continuing until November 17, 2007.

NOW, THEREFORE, BE IT RESOLVED that the County Board of Champaign County authorizes the County Board Chair to enter into the Agreement between the University of Illinois and the County of Champaign for the Provision of Security at Memorial Stadium during University of Illinois Football Games.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 23rd day of August, A.D. 2007.

C. Pius Weibel, Chair
Champaign County Board

ATTEST: _____
Mark Shelden, County Clerk
and ex-officio Clerk of the
Champaign County Board

**Agreement between the University of Illinois and
the County of Champaign for the Provision of Security
at Memorial Stadium during University of Illinois Football Games**

This Agreement is entered into by and between the Board of Trustees of the University of Illinois (hereinafter "U of I") and the County of Champaign (hereinafter "County") in consideration of the following premises and terms:

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1, et. Seq.) authorizes the University of Illinois (hereinafter "U of I") and the County of Champaign (hereinafter "County") to contract to perform and share services in any manner not prohibited by law; and

WHEREAS, the U of I desires additional law enforcement officers to provide police services during the U of I football games; and

WHEREAS, the County Board finds that it has the ability to and that is in the best interest of the County to provide such additional law enforcement personnel.

IT IS HEREBY AGREED AS FOLLOWS:

I. SCOPE AND NATURE OF SERVICES

The County shall make available to the U of I up to fifteen (15) Sheriff's Deputies, one (1) Command Officer (Captain or Lieutenant) and one (1) K-9 Officer to provide a visible police presence and police services during the U of I football games played at Memorial Stadium. The provision of services shall be subject to the operational and manpower needs of the Sheriff's Office.

At least seven (7) days prior to a game for which services will be required, the U of I shall notify the County of expected service needs. If requested by the U of I, the Champaign County Sheriff in his discretion may make additional deputies and officers, beyond the fifteen (15) provided for above, available to the U of I.

All County personnel made available pursuant to this Agreement shall be subject to the control and direction of the Champaign County Sheriff or his designee. The U of I shall not and may not exercise control or direction of these employees in the performance of their duties. All police services provided pursuant to this Agreement shall be in compliance with the standard procedures of the Sheriff's Office.

II. COMPENSATION

The U of I shall pay the County sixty-two dollars (\$62.00) per hour/per employee to provide the above described law enforcement services during the regular games played by the U of I at Memorial Stadium from September 8, 2007 to November 17, 2007. The

U of I shall also pay fifteen (15) minutes travel time each way to each employee assigned at the above rate of pay. The U of I shall place on deposit with the County an amount equal to 80% of the contract total agreement within 10 working days of the signed agreement. The final billing shall reflect any addition or reduction in hours for the total contract. This figure is based on six (6) games, one hundred five hours (105) hours per game. The Uof I shall pay the balance for actual services provided during these games within seven (7) days of receiving a statement of services from the County for the six (6) games from September 8, 2007 through November 17, 2007, during the contract period.

All payments shall be made by check payable to the "County of Champaign."

III. STATEMENT OF SERVICES

The County shall send the U of I a statement of services indicating the number of officers assigned, the number of hours worked, and the total cost for services rendered during the regular games from September 8, 2007 through November 17, 2007.

IV. TERM

This Agreement shall commence on September 8, 2007 and shall terminate on November 17, 2007.

V. CANCELLATION

This Agreement may be terminated by either party upon seven (7) days' written notice. If upon cancellation, the County is owed money for services rendered, the County shall send the U of I a final statement of services, which the U of I must pay within seven (7) days.

VI. ENTIRE AGREEMENT

This Agreement represents the whole and entire agreement between the parties. No other agreements or representations, oral or written, have been made by either party.

VII. AMENDMENT

No amendment to this Agreement shall be effective unless it is in writing and signed by the parties hereto.

VIII. APPLICABLE LAW

The construction, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

IX. TITLE AND CAPTIONS

All titles, captions and headings contained in this Agreement are for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement or any of its provisions

X. SEVERABILITY CLAUSE

If any provision, or portion thereof, of this Agreement shall become invalid or unenforceable, the remaining provisions, or portions thereof, shall be and continue to be fully effective.

XI. WAIVER

Waiver of one breach of a term, condition, or covenant of this Agreement by either party shall be limited to the particular instance and shall not be constructed as a waiver of past or future breaches of the same of other terms, conditions, or covenants. No waiver by the County or the U of I of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by both parties.

XII. NOTICES

All notices made pursuant to this Agreement shall be in writing and delivered personally or sent by first class mail to the parties at the respective address set forth below:

U OF I:

Deborah Case
Associate Director of Athletics
University of Illinois
1700 S. Fourth Street
Champaign, Illinois 61820

COUNTY:

Captain Tim Voges
Champaign County Sheriff's Office
204 E. Main Street
Urbana, Illinois 61801

All notices shall be effective upon receipt. Any party may change the person and/or address to which notices are to be sent by giving ten (10) calendar days' written notice of each change of address to the other party.

IN WITNESS THEREOF, the parties have executed this Agreement.

COUNTY OF CHAMPAIGN

SHERIFF'S OFFICE

By: _____
Pius Weibel
County Board Chair

By: _____
Dan Walsh
Sheriff

Date: _____

Date: _____

BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

UNIVERSITY OF ILLINOIS AT
URBANA-CHAMPAIGN

By: _____
Comptroller

By: _____
Kris Fitzpatrick, Director
Public Safety Division

Date: _____

Date: _____

By: _____
Secretary

By: _____
Ronald Guenther, Director
Division of Intercollegiate Athletics

Date: _____

Date: _____

RESOLUTION NO. 6154

RESOLUTION APPROVING AGREEMENT BETWEEN THE CHAMPAIGN COUNTY BOARD, the CHAMPAIGN COUNTY SHERIFF and THE FRATERNAL ORDER OF POLICE (LAW ENFORCEMENT OFFICERS and SERGEANTS)

WHEREAS, the Champaign County Board and the Champaign County Sheriff have negotiated with the Fraternal Order of Police, the sole and exclusive bargaining representative for the Law Enforcement Officers and Law Enforcement Sergeants; and

WHEREAS, the parties have completed negotiation as to the terms and conditions of employment for the Law Enforcement Officers and Law Enforcement Sergeants for the period from December 1, 2006 through November 30, 2009, as documented in the Collective Bargaining Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Champaign County Board, that C. Pius Weibel, Chair of the Champaign County Board, is hereby authorized to execute the Collective Bargaining Agreement for the Law Enforcement Officers and Law Enforcement Sergeants on behalf of the Champaign County Board.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 23rd day of August, A.D. 2007.

C. Pius Weibel, Chair
Champaign County Board

ATTEST:

Mark Shelden, County Clerk and
Ex-Officio Clerk of the County Board