

COUNTY OF KANE

Christopher J. Lauzen
Kane County Board Chairman



Kane County Government Center
719 South Batavia Avenue
Geneva, IL 60134
P: (630) 232-5930
F: (630) 232-9188
clauzen@kanecoboard.org
www.countyofkane.org

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KANE COUNTY BOARD

DOCUMENT VET SHEET

for
Christopher J. Lauzen
Chairman, Kane County Board

Name of Document: Authorizing Supplemental Budget For Resolution No.: 13-120
Additional Funding (Kane County Juvenile Justice Center)

Submitted by: Rick Anselme Dept. Head Signature: Lauzen J. Brawner

Date Submitted: 7/11/13 Dept. Head Sign-off Date: 7/19/13 07/17/13

Examined by: Joseph Lulves
(Print name)
[Signature]
(Signature)
8-13-13
(Date)

Post on the Web: YES NO Atty. Initials [Signature]

Comments:

Chairman signed: YES NO 8/19/2013
(Date)

Document returned to: Rick Anselme
(Name/Department)

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 13 - 120

**AUTHORIZING SUPPLEMENTAL BUDGET FOR ADDITIONAL FUNDING
(Kane County Juvenile Justice Center)**

WHEREAS, the Kane County Juvenile Justice Center Department's 2013 budget had a decrease in funding from the County in the amount of \$494,636 from the 2013 original budget request and the original revenue projection was also decreased by \$409,366 by the County to match 2012 levels; and

WHEREAS, the Kane County Juvenile Justice Center, a regional detention center, has seen an increase in population due to Intergovernmental Agreements with DeKalb, Kendall, McHenry and DuPage Counties; and

WHEREAS, per diem revenue received as a result of the Kane County Board authorized Intergovernmental Agreements is deposited directly into the General Fund; and

WHEREAS, the Department is contractually obligated to provide services to minors per Intergovernmental Agreements in compliance with mandates by the State of Illinois and as Court Ordered to Kane County minors; and

WHEREAS, Court Services wishes to accurately report on the projected revenue and actual costs of the Department.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the following FY'13 Kane County Juvenile Justice Center budget adjustments be made to reflect actual revenue estimates and additional funding for the following:

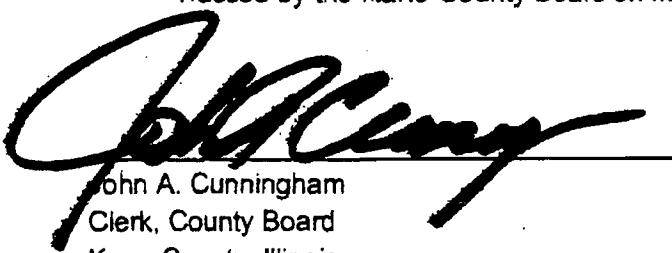
<u>Amended Revenue</u>	<u>Add. Amt. Req.</u>	<u>Corrected Actual FY '13</u>
001.430.000.37090 Youth Home Reimbursement	\$329,366	\$864,590
001.430.000.37570 IL State Board of Education	\$ 80,000	\$ 80,000
	\$409,366	\$944,590
 <u>Amended Expenses</u>		
001.430.436.40000 Salaries & Wages	\$292,974	\$2,538,108
001.430.436.50150 Contractual and Consulting	\$ 63,028	\$211,028
001.430.436.50200 Psychological/Psychiatric Serv.	\$ 3,000	\$ 3,000
001.430.436.50500 Lab Services	\$ 2,400	\$ 2,400
001.430.436.52160 Repairs and Maintenance Equip.	\$ 3,000	\$ 5,000
001.430.436.55000 Miscellaneous Contractual Exp	\$ 1,500	\$ 2,500
001.430.436.60010 Operating Supplies	\$ 7,500	\$ 27,500
001.430.436.60020 Computer Related Supplies	\$ 1,500	\$ 4,000
001.430.436.60210 Uniform Supplies	\$ 3,000	\$ 5,000
001.430.436.60230 Food	\$ 19,148	\$132,000

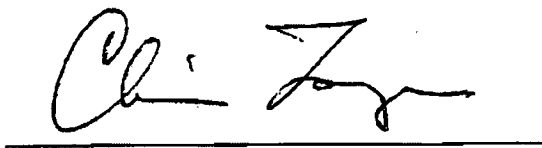
001.430.436.60240 Clothing Supplies \$ 4,000 \$ 7,000
 001.430.436.60250 Medical Supplies & Drugs \$ 6,000 \$ 7,600
 001.900.900.85000 Contingency \$ 2,316.00

TOTAL Expenses \$ 409,366

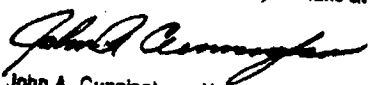
Line Item	Line Item Description	Was personnel/item/service approved in original budget or a subsequent budget revision?	Are funds currently available for this personnel/item/service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
001.430.000.37090 001.430.000.37570 001.430.436.XXXX	Various (see above)	No	Yes	001.430.000.37090 001.430.000.37570

Passed by the Kane County Board on May 14, 2013.


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


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

Vote:
 Yes 21
 No 0
 Voice 0
 Abstentions 0
 SBdgt-JJC.R

STATE OF ILLINOIS
 COUNTY OF KANE
 DATE May 23, 2013
 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 affix the Seal of the County of Kane at my office in Geneva, Illinois

 John A. Cunningham, Kane County Clerk

August 2, 2013

Rick Anselme, Superintendent
Kane County Juvenile Justice Center
37W655 Route 38
St. Charles, IL 60175

Dear Superintendent Anselme,

In support of your efforts to increase the nursing coverage at the Kane County Juvenile Justice Center, please note the changes in your program as proposed. The details of the current and suggested program are:

Current program

- Annualized cost = \$136,116.16
- Term = February 1, 2013 through January 1, 2014
- Nursing hours per week = 48 hours (20 RN, 28 LPN)

Proposed program

- Annualized cost = \$199,144.16
- Term = start date to be determined through January 1, 2014
- Nursing hours per week = 68 hours (40 RN, 28 LPN)
 - The cost difference of \$63,028.00 is a factor of the RN moving from a part time position with limited benefits to a full time position with a complete complement of benefits including vacation, paid time off, sick time, health insurance, short term disability, 401K eligibility, and education reimbursement.
 - The full time benefit costs are recalculated on the original 20 hours of coverage plus the additional 20 hours being proposed.

Please let me know if there are any questions on this information. We look forward to continually improving the level of services for your facility and residents. You can reach me via email, phone or fax at the contacts listed below.

Sincerely,



Neil Leuthold
President / Comptroller
Advanced Correctional Healthcare
309-272-3418
www.advancedch.com

**AMENDMENT TO THE AGREEMENT FOR THE PROVISION OF RESIDENT HEALTH SERVICES
AT THE KANE COUNTY JUVENILE JUSTICE CENTER, KANE COUNTY, ILLINOIS**

The AGREEMENT entered into on November 14, 2011 by and between the County of Kane, Illinois (hereinafter "COUNTY"), Karen McConaughay in her official capacity as Chairman of the Kane County Board, and Advanced Correctional Healthcare, Inc. (hereinafter "ACH"), is AMENDED as follows, effective _____, 2013 at 12:01 A.M.

Section 1.1.2 is hereby amended as follows:

1.1.2 NURSING. ACH will provide on-site registered nursing coverage to include up to forty (40) hours per week on a schedule approved by the DIRECTOR. ACH will also provide on-site licensed practical nursing coverage to include up to twenty-eight (28) hours per week on a schedule approved by the DIRECTOR. When approved by the DIRECTOR or designee, hours worked in excess of the contracted amount will be billed monthly to the COUNTY at the prevailing wage and benefit rate of the ACH employee. For scheduled visits that fall on ACH CORPORATE HOLIDAYS, coverage will not be provided. ACH may provide replacement nursing coverage in instances of absence exceeding five (5) consecutive days.

Section 1.2 is hereby amended as follows:

1.2 MANAGEMENT SERVICES. ACH will provide management services to include: a comprehensive Strategic Plan; Peer Review; CQI; Cost Containment; Utilization Management; and a Risk Management program specific to the FACILITY's medical operations.

Section 1.6 is hereby added to the AGREEMENT as follows:

1.6 AFFORDABLE CARE ACT. In the event the Affordable Care Act causes any changes to come about which may affect this AGREEMENT, the parties agree to reopen this AGREEMENT for good faith negotiations with respect to such matters.

Section 1.7 is hereby added to the AGREEMENT as follows:

1.7 PRISON RAPE ELIMINATION ACT OF 2003 (PREA). ACH will adopt and comply with PREA, all applicable PREA standards, and the FACILITY's policies related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within the FACILITY. ACH acknowledges that, in addition to self-monitoring requirements, the FACILITY will conduct announced or unannounced compliance monitoring to include on-site monitoring. ACH understands that failure to comply with PREA, including PREA standards and the FACILITY's policies, may result in termination of this AGREEMENT.

Section 2.5 is hereby added to the AGREEMENT as follows:

2.5 DUTY TO PROTECT RESIDENTS. The non-delegable duty to protect RESIDENTS is, and always will be, vested in the SUPERINTENDENT. This AGREEMENT does not result in the assumption of a non-delegable duty by ACH. As such, the SUPERINTENDENT specifically retains the duty and obligation for security of the RESIDENTS.

Section 3.1 is hereby amended as follows:

3.1 ANNUAL AMOUNT/MONTHLY PAYMENTS. The annualized amount to be paid by the COUNTY to ACH under this AGREEMENT is to be One-Hundred Ninety-Nine Thousand One-Hundred Forty-Four Dollars and Sixteen Cents (\$199,144.16). The COUNTY will make monthly payments of Sixteen-Thousand Five-Hundred Ninety-Five Dollars and Thirty-Five Cents (\$16,595.35), which is equal to 1/12 of the annualized amount, during the term of this AGREEMENT. ACH will bill the COUNTY approximately thirty (30) days prior to the month in which services are to be rendered. The COUNTY agrees to pay ACH prior to the tenth (10th) day of the month in which services are rendered.

Sections 5.3.3 – 5.3.4 are hereby amended and renumbered as follows:

5.3.3 HOLD HARMLESS AND INDEMNIFY.

- 5.3.3.0 ACH will hold harmless and indemnify the COUNTY, SUPERINTENDENT, and FACILITY (together with their respective employees) against any loss or damage, including reasonable attorneys' fees and other costs of litigation, caused or necessitated by the negligent, reckless, intentional, or deliberately indifferent conduct of ACH or its employees, which is related to medical treatment or care provided by ACH.
- 5.3.3.1 The COUNTY will hold harmless and indemnify ACH (and its employees) against any loss or damage, including reasonable attorneys' fees and other costs of litigation, caused or necessitated by the negligent, reckless, intentional, or deliberately indifferent conduct of the COUNTY or its employees, which is related to medical treatment or care provided by ACH.
- 5.3.3.2 With respect to any claim for indemnification, the party claiming a right to indemnity will (i) give written notice thereof to the other party within a reasonable period following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow the other party (including the employees, agents, and counsel) reasonable access to any of its employees, property, and records for the purposes of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, and taking such other steps as may be necessary to preserve evidence of the occurrence on which the claim is based. If the party claiming a right to indemnity denies the other party reasonable access as set forth, after written request therefore, the party claiming a right to indemnity will assume sole responsibility for the claim for which indemnification is sought and will not be entitled to indemnity.

Sections 5.3.5 – 5.3.5.5 are hereby amended and renumbered as follows:

- 5.3.5 **INSURANCE.** ACH will procure and maintain in effect throughout the term of this AGREEMENT insurance policies with coverage not less than the types and amounts specified in this section.
 - 5.3.5.0 Commercial Automobile Liability Insurance Policy with a limit of One Million Dollars (\$1,000,000) per occurrence, covering owned, hired, and non-owned automobiles.
 - 5.3.5.1 Commercial General Liability Insurance Policy with limits of One Million Dollars (\$1,000,000) per occurrence and an annual policy aggregate of Two Million Dollars (\$2,000,000).
 - 5.3.5.2 Professional Liability Insurance, including Civil Rights Liability, with limits of One Million Dollars (\$1,000,000) each occurrence / Three Million Dollars (\$3,000,000) annual aggregate and Fifteen Million Dollars (\$15,000,000) policy aggregate coverage.
 - 5.3.5.3 Workers' Compensation Insurance and Employer's Liability Policies with limits of Five Hundred Thousand Dollars (\$500,000) per incident.
 - 5.3.5.4 **ADDITIONAL INSURED.** ACH agrees to name the SUPERINTENDENT and the COUNTY as an additional insured under the Commercial Automobile, Commercial General, and Professional Liability portions of insurance and provide the COUNTY with a Certificate of Insurance specific to correctional facilities evidencing the terms of the insurance coverage and policy limits.

REASON FOR CHANGE: Increase nursing; update contract language; add required PREA language; adjust annual contract price; name Superintendent and County on ACH insurance policies.

AMENDMENT AGREED TO AND ACCEPTED:

ADVANCED CORRECTIONAL HEALTHCARE, INC.

Neil Leuthold, MBA, President/Comptroller

Date

COUNTY OF KANE, ILLINOIS

Chris Lauzen, Chairman, County Board

Date

BUSINESS ASSOCIATE AGREEMENT

Definitions

Catch-all definition:

The following terms used in this Agreement will have the same meaning as those terms in the HIPAA Rules (<https://www.federalregister.gov/articles/2013/01/25/2013-01073/modifications-to-the-hipaa-privacy-security-enforcement-and-breach-notification-rules-under-the>): Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- (a) **Business Associate.** "Business Associate" will generally have the same meaning as the term "Business Associate" at 45 CFR 160.103, and in reference to the party to this agreement, will mean Advanced Correctional Healthcare, Inc.
- (b) **Covered Entity.** "Covered Entity" will generally have the same meaning as the term "Covered Entity" at 45 CFR 160.103, and in reference to the party to this agreement, will mean the Kane County Juvenile Justice Center.
- (c) **HIPAA Rules.** "HIPAA Rules" will mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (c) Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, within 48 hours (except for any breaches putting patients at immediate risk of harm, which should be reported as soon as possible) and any security incident of which it becomes aware;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- (e) Make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;
- (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;
- (g) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;
- (h) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to perform the services set forth in the Agreement for the Provision of Health Services. The Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(f) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) Covered Entity will notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b) Covered Entity will notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) Covered Entity will notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Permissible Requests by Covered Entity

Covered Entity will not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity, except if the Business Associate will use or disclose protected health information for data aggregation or management and administration and legal responsibilities of the Business Associate.

Term and Termination

(a) **Term**. The Term of this Agreement will be effective as of the date of the last signature hereto, and will terminate on the termination of the Agreement for Health Services or the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) **Termination for Cause**. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

(c) **Obligations of Business Associate Upon Termination**.

Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, will:

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) and (f) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(d) **Survival**. The obligations of Business Associate under this Section will survive the termination of this Agreement.

Miscellaneous

(a) **Regulatory References**. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) **Amendment**. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) **Interpretation**. Any ambiguity in this Agreement will be interpreted to permit compliance with the HIPAA Rules.

(d) **No Third Party Beneficiaries**. There are no intended third party beneficiaries to this Agreement.

(e) **Without in anyway limiting the foregoing**, it is the parties' specific intent that nothing contained in this Agreement give rise to any right or cause of action, contractual or otherwise, in or on behalf of any Individual whose PHI is Used or Disclosed pursuant to this Agreement.

(f) **References**. A reference in this Agreement to a section in HIPAA means the section as in effect or as amended, and for which compliance is required.

- 5.3.3.0 ACH will hold harmless and indemnify the COUNTY, SUPERINTENDENT, and FACILITY (together with their respective employees) against any loss or damage, including reasonable attorneys' fees and other costs of litigation, caused or necessitated by the negligent, reckless, intentional, or deliberately indifferent conduct of ACH or its employees, which is related to medical treatment or care provided by ACH.
- 5.3.3.1 The COUNTY will hold harmless and indemnify ACH (and its employees) against any loss or damage, including reasonable attorneys' fees and other costs of litigation, caused or necessitated by the negligent, reckless, intentional, or deliberately indifferent conduct of the COUNTY or its employees, which is related to medical treatment or care provided by ACH.
- 5.3.3.2 With respect to any claim for indemnification, the party claiming a right to indemnity will (i) give written notice thereof to the other party within a reasonable period following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow the other party (including the employees, agents, and counsel) reasonable access to any of its employees, property, and records for the purposes of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, and taking such other steps as may be necessary to preserve evidence of the occurrence on which the claim is based. If the party claiming a right to indemnity denies the other party reasonable access as set forth, after written request therefore, the party claiming a right to indemnity will assume sole responsibility for the claim for which indemnification is sought and will not be entitled to indemnity.

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REASON FOR CHANGE: Increase nursing; update contract language; add required PREA language; adjust annual contract price; name Superintendent and County on ACH insurance policies.

AMENDMENT AGREED TO AND ACCEPTED:

ADVANCED CORRECTIONAL HEALTHCARE, INC.

Neil Leuthold, MBA, President/Comptroller

Date

COUNTY OF KANE, ILLINOIS



8/22/13

Chris Lauzen, Chairman, County Board

Date