

COUNTY OF KANE

Christopher J. Lauzen
Kane County Board Chairman



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DOCUMENT VET SHEET

for
Christopher J. Lauzen
Chairman, Kane County Board

Name of Document: Authorizing An Inter-Agency Memorandum of Understanding for the Resolution No.: 14-258

Kane County Community Health Assessment and Community Health Action Plan

Submitted by: Barbara Jeffers

Dept. Head Signature & Date: Barbara Jeffers 9/8/14
(Subject Matter Sign-off)

Date Submitted: 9 September 2014

Legal Review of Contract
Terms (Atty. Sign-off): Kathleen H. Watson

Approved by:
(Legality)

Kathleen H. Watson
(Print name)

Kathleen H. Watson
(Signature)

9/16/2014
(Date)

f subject to note attached

Post on the Web: YES ☒ NO ☐ Atty. Initials: _____

Comments:

Term: FY14 - FY15. Amount: \$111,500.00 See Executive Summary attached

Chairman signed: YES X NO 9-18-14
(Date)

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

Office of the Kane County State's Attorney



JOSEPH H. McMAHON

State's Attorney

Kane County Judicial Center
37W777 Route 38 Suite 300
St. Charles, Illinois 60175

General Offices:
(630) 232-3500

**RE: MOU for Kane County Health Assessment and Community Action Plan,
submitted for review September 8, 2014**

The attached captioned MOU facilitates the use of funds from several area hospitals for the use of a mutually beneficial Health Assessment and Community Action Plan. Paragraph 8, page 3 indicates that the agreement is subject to Nebraska Law, and all disputes are to be resolved in Nebraska. An objection was made to this paragraph, but Department Head, Barbara Jeffers, advises that the funds all come from the area hospitals and their attorneys have approved the form of this contract, after multiple revisions. Therefore, addressing this paragraph would be counter-productive. Our ongoing objection to paragraph 8 is being noted.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 14 - 258

**AUTHORIZING AN INTER-AGENCY MEMORANDUM OF UNDERSTANDING FOR THE 2014
KANE COUNTY COMMUNITY HEALTH ASSESSMENT AND COMMUNITY HEALTH ACTION PLAN**

WHEREAS, formal community health needs assessments, prioritization and action planning are required of certified local health departments in the state of Illinois every five years (77 IL Admin Code 600.210) and are further recognized as part of the essential services of local public health departments by national public health authorities, such as Public Health Accreditation Board; and

WHEREAS, the Kane County Health Department has fulfilled this obligation since the inception of the Illinois' requirement in 1994; and

WHEREAS, Kane County Health Department last completed the assessment and planning cycle for local health department certification in 2011 and is due to conduct and complete this process in 2015; and

WHEREAS, the five hospitals located in Kane County as well as the INC. Board NFP, a mental health "708 Board" serving townships in southern Kane County have expressed their mutual interest in working collaboratively with the Kane County Health Department to better identify and understand the health-related community assets, needs and priorities of Kane County residents in the most comprehensive way possible by conducting a community health assessment. The parties seek to use the results of this community health assessment to then work collaboratively amongst themselves with other interested parties in Kane County to improve the health and well-being of Kane County individuals, families, population groups and the community as a whole; and

WHEREAS, Kane County Health Department acting as the fiscal agent will receive from the community partners \$111,500.00 (One Hundred Eleven Thousand Five Hundred Dollars) to pay Professional Research Consultants, Inc. (PRC) for the Community Health Assessment. A schedule of the payments from the Community Partners is listed below.

FUNDING PARTNER	AMOUNT
Advocate Sherman Hospital	\$20,000
Cadence Delnor Hospital	\$21,500
INC Board	\$10,000
Presence Mercy Medical Center	\$20,000
Presence Saint Joseph Hospital	\$20,000
Rush-Copley Medical Center	\$20,000
TOTAL	\$111,500

NOW, THEREFORE, BE IT RESOLVED that the Chairman of the Kane County Board be, and hereby is, authorized to enter into a contract with PRC for the total of \$111,500.00 to be expended over FY14 and FY15 funded by the community partners above.

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?
350.20010	Accrued Liability	NA	NA	

Passed by the Kane County Board on September 9, 2014.

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

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

Vote:

Yes _____
No _____
Voice _____
Abstentions _____

9MOU-Health



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item # 14 - 258

☒ Resolution
☐ Ordinance

Name Authorizing An Inter-Agency Memorandum of Understanding for the 2014 Kane County Community Health Assessment and Community Health Action Plan

Presenter/Sponsor: Barbara Jeffers

Budget Information: Was this item budgeted? ☐ Yes ☐ No ☒ N/A

Appropriation Amount: \$111,500.00

If not budgeted,
explain funding
source

SUMMARY: Local public health departments in Illinois are required to conduct formal community health needs assessments, prioritization and action planning every five years in order to be certified by the state health department and receive state public health funds (77 IL Admin Code 600.210). These population-focused services are further recognized as part of the essential services of local public health departments by national public health authorities, such as the Public Health Accreditation Board. The Kane County Health Department has fulfilled this obligation since the inception of the Illinois' requirement in 1994 and is due conduct and complete this process in 2015.

Recognizing this as an opportunity, the Health Department approached the five hospitals located in Kane County as well as the INC. Board NFP, a mental health "708 Board" serving townships in southern Kane County, to explore working collaboratively to conduct the 2014 Community Health Assessment. All have agreed to work together and to share costs.

Attachments:

Detailed information available from :

Staff Name: Barbara Jeffers

Phone: 630-444-3124

Resolution/Ordinance Tracking:

Assigned Committee: Public Health Passed Sent to: Executive on: 08/19/2014

If Other, specify:

Committee Remarks:

Next Committee: Executive Passed Sent to: County Board on: 09/03/2014

If Other, specify:

Committee Remarks:

Next Committee: Sent to: on:

Committee Remarks:

County Board Date: 09/09/2014

Community Health Needs Assessment

This Community Health Needs Assessment Agreement ("Agreement") is entered into this 2nd day of June, 2014, by and between Professional Research Consultants, Inc. ("PRC") and Kane County Health Department.

Whereas Kane County Health Department desires to retain, and PRC agrees to provide certain professional services in accordance with this Agreement;

Now therefore, the parties for good and valuable consideration, the receipt of which are hereby acknowledged, and intending to be legally bound hereby, agree as follows:

1. The cost associated with this project is \$110,000, and is based upon the following included components and rates:
 - **1400 Random-Sample Telephone Interviews** with consumers in your defined service area.
 - \$55 per telephone interview; this cost includes a customized survey instrument, all interviewing, and long-distance telephone costs.
 - **3 Focus Groups**
 - \$3,000 per group; this cost includes all recruitment, moderating and analysis; this cost does not include travel-related expenses, which will be billed separately.
 - **Secondary Data**
 - \$5,000; PRC will incorporate the county-level public health data collected and analyzed by Kane County Health Department and incorporate the findings into the final report.
 - **Reporting & Analysis**
 - \$7,500; this cost includes all analyses and the Executive Report, a PowerPoint® presentation of the findings, training on the use of PRCEasyView®.com, access to real-time telephone survey data through PRCEasyView®.com, and a Healthforecast.net website.
 - \$11,500; this cost includes five (5) Hospital-Level Summary Reports.
 - **Healthforecast.net Public Access Website**
 - The Reporting and Analysis fee includes a website particularized for the Kane County Health Department data from this Community Health Needs Assessment. Kane County Health Department hereby grants to PRC the right to use any and all cumulative survey results on the website. PRC agrees to keep the website current and available for public viewing for three years from the date of this Agreement. The URL for the website will be a form of "www.(your survey area name).healthforecast.net" with the "area name" to be determined subsequent to the signing of this Agreement. Kane County Health Department shall have the right to instruct PRC at any time to remove the website from its public domain.

Community Health Needs Assessment

- **On-Site Visits and Presentations**
 - **Conducting Focus Groups:** If PRC-moderated focus groups are included in the deliverables of this project, PRC will travel onsite to conduct the groups (single visit) free of charge; this does not include travel -related expenses, which will be billed separately.
 - **Presentations & Meetings:** This contract includes the option of one on-site visit by PRC staff for the purposes of project planning, updating, presenting and/or leading prioritization exercises; this does not include travel-related expenses, which will be billed separately. Any additional on-site visits will be billed at the rate of \$2,500 per visit, plus all travel-related expenses.
 - **Online Presentations:** As an alternative to an onsite visit for the purposes of presenting the study's findings, your organization or collaborative may opt for one online presentation ("webinar"); this option will incur no charges or travel-related expenses. Any additional online presentations will be billed at the rate of \$250 per presentation.
- 2. PRC will submit an invoice for 50% of the cost associated with the study upon execution of this Agreement by both parties. A final invoice will be submitted for the remaining balance upon completion of the study. Payment is due upon receipt of invoices.
- 3. PRC will perform its services in a professional manner, consistent with the standards of the industry, but makes no guarantee that the marketing research findings or recommendations, or the use thereof, will produce specific outcomes or desired results. Nonetheless, if written notice of a material defect in performance is received and confirmed by PRC, PRC reserves the right to correct the defect by promptly commencing, and within reasonable time recompleting the affected telephone interviews and/or analysis.
- 4. PRC shall make available to duly authorized federal officials to the extent required by Section 1861 (v)(1) of the Social Security Act, this contract and such of its books, documents, and other records as are adjudicated to be necessary to certify the nature and extent of the charges paid by Kane County Health Department hereunder.
- 5. PRC represents to Kane County Health Department that (a) neither PRC nor any of its affiliates are excluded from participation under any federal health care program, as defined under 42 U.S.C. 1320a-7b(f), for the provision of items or services for which payment may be made under a federal health care program; (b) PRC has not arranged or contracted (by employment or otherwise) with any employee, contractor or agent that PRC or its affiliates know or should know are excluded from participation in any federal or state health care program; and (c) no final adverse action, as such term is defined under 42 U.S.C. 1320a-7e(g), has occurred or is pending or threatened against PRC or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement.
- 6. Notwithstanding anything to the contrary contained in the Agreement, each party agrees that the other party's cumulative liability hereunder arising out of contract, tort (including without limitation, negligence), strict liability, or warranty shall in no

Community Health Needs Assessment

event exceed the amount paid by Kane County Health Department for services hereunder.

7. The warranties stated within this Agreement are exclusive with respect to the services, and in lieu of all other warranties, express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Notwithstanding anything to the contrary contained in the Agreement, regardless of whether a remedy or warranty (if any) provided in this Agreement fails its essential purpose, neither party shall have liability for loss of profits, loss of data, loss of goodwill, loss of business opportunities, or consequential, exemplary, indirect, special or incidental damages of the other party arising out of or related to this Agreement or the transactions contemplated herein.
8. Since all work for this Agreement will be performed in the state of Nebraska, this Agreement shall be governed by and construed and enforced under the laws of the State of Nebraska without reference to the principles of conflicts or choice of law under which the law of any other jurisdiction would apply. The parties hereto consent to the jurisdiction and venue of the District Court of Douglas County, Nebraska, or the United States District Court for the District of Nebraska (Omaha Division) for the purpose of any judicial proceeding arising out of or relating to this Agreement, and acknowledge that this forum has a reasonable relationship to the Agreement and to the parties' relationship to one another.
9. The data collected pursuant to this Agreement shall be considered "work made for hire" and shall be the property of Kane County Health Department; provided, however, PRC shall have the right to use such data for purposes of compiling, establishing and publishing extrapolations or normative versions of industry benchmarks and standards. PRC shall retain sole and exclusive ownership of the form, formulation, structure and/or content of The PRC Community Health Needs Assessment and associated intellectual property rights.
10. PRC, in performance of this Agreement, is acting as an independent contractor. Nothing in this Agreement shall be construed to make PRC an employee or agent of Kane County Health Department, and PRC shall not hold itself out as such, and PRC assumes full responsibility for its acts and omissions. Nothing contained in this Agreement shall be construed to create a joint venture or partnership between the parties.
11. Kane County Health Department grants PRC the right to use their name in PRC communication materials, but only for the purpose of identifying Kane County Health Department as a client of PRC. All other uses of the Kane County Health Department's name or information are subject to the prior written approval of Kane County Health Department.
12. This Agreement may be amended, modified or supplemented only in writing signed by both parties. Any prior agreements, promises, negotiations or representations related to the delivery of services by PRC not expressly set forth in this Agreement are of no force and effect. Neither party hereto shall be liable for any failure or delay in performance of its obligations hereunder by reason of any event or circumstance beyond its reasonable control, including without limitation acts of God, war, riot,

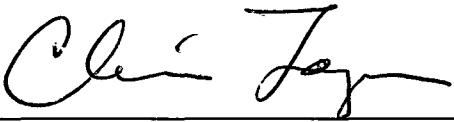
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strike, labor disturbance, terrorist act, fire, explosion, flood, or shortage or failure of suppliers.

We hereby accept the terms and conditions outlined in this agreement.

Kane County Health Department

Professional Research Consultants, Inc.

By 
Christopher J. Lauzen (signature)

By _____
(signature)

Title _____
Chairman, Kane County Board

Title _____

Date _____

Date _____