



## RESOLUTION

WHEREAS, in accordance with Section 5-102 of the Lake County Purchasing Ordinance, Request for Proposal #26011 were called for by publication for Winchester House Consultant Services for Lake County; and

WHEREAS, sealed proposals were received and opened from four (4) vendors and opened in the County Building, Waukegan, Illinois, on Friday, January 20, 2006, at 12:00 p.m.; and

WHEREAS, the selection review Committee held interviews with the top three (3) ranked firms; and

WHEREAS, in accordance with the Evaluation Criteria as established in the Request for Proposal and the interview, the Selection Review Committee has determined that the proposal submitted by Management Performance Associates, Chesterfield, MO, is the most favorable proposal for Lake County;

NOW, THEREFORE, BE IT RESOLVED, by this County Board of Lake County, Illinois, that the Director of Central Services is hereby directed to enter into a contract with Management Performance Associates, Chesterfield, MO, to perform Consultant Services at Winchester House, in the estimated amount of \$57,500, charging the costs thereof to account # 101-1102040-71150-000-000-000000; and request its adoption

DATED, at WAUKEGAN, LAKE COUNTY, ILLINOIS, on this 14th day of February, A.D., 2006.

**AGREEMENT FOR #26011 WINCHESTER HOUSE CONSULTANT SERVICES  
for LAKE COUNTY**

This AGREEMENT is entered into by and between Lake County and Management Performance Associates, 14323 S Outer Forty Rd, Chesterfield, MO 63017 (hereafter "Contractor").

**RECITALS**

WHEREAS, Lake County is seeking a Contractor to perform Consultant services for Winchester House; and

WHEREAS, the Contractor is a professional provider of nursing home Consultant services; and

WHEREAS, Central Services issued Request for Proposal Number 26011 in connection with this procurement; and

WHEREAS, Central Services and the selection committee have determined that the Proposal submitted by the Contractor on January 19, 2006 best serves the interests of the County; and

WHEREAS, the Lake County Board passed a resolution at its regular meeting on February 14, 2006, authorizing the Director of Central Services to execute this Agreement;

**NOW, THEREFORE, Lake County and the Contractor agree as follow:**

**SECTION 1. AGREEMENT DOCUMENTS**

The Agreement Documents that constitute the entire agreement between the County and the Contractor are:

- A. This Agreement
- B. Request for Proposal (RFP) Number 26011
- C. Contractor Response to Request for Proposals #26011 dated January, 2006

In the event of conflict between or among the above Documents, the Documents listed above are in order of precedence.

**SECTION 2. SCOPE OF WORK**

The Contractor agrees to evaluate Winchester House services and finances and make recommendations.

1. Analyze Market Demand

- Identify existing market/demand and conditions for senior care countywide. Identify recent trends in senior care (i.e. assisted living, extended care by relatives, staying home longer, age-in-place facilities, etc).
- Identify emerging trends and demands in senior care countywide (i.e. new concepts trends that are not prevalent in long term care in Lake County).
- Prepare a Market Analysis of long term care in Lake County which will include, but not be limited to, demographic data and an analysis, services and programs provided by similar facilities within Lake County, and emerging trends in long term senior care.

## 2. Evaluate Existing Services and Programs

- Identify and evaluate existing “core” and “non-core” services and programs at Winchester House – identify strengths and deficiencies.
- Evaluate the existing physical complex of Winchester House (the ability to effectively continue existing services and programs in the existing Winchester House building complex)
- Identify any “gaps” in existing services and programs.
- Identify any existing services and programs that Winchester House currently provides that fulfills a need/demand identified by the Market Analysis

## 3. Evaluate the Mission of Winchester House

- Assist the County Board in documenting/defining the current “Mission” of Winchester House
- Evaluate the Mission and its effectiveness using the benchmark of the “core” and “non-core” services and programs in place at Winchester House
- Evaluate the effectiveness of the “Mission” in light of the previous 6 years’ budgets subsidy levels.
- Evaluate the relevance and effectiveness of the “Mission” based on the Market Analysis and the financial resources available.

## 4. Identify Revenue Sources

- Identify the various non-County funding sources.
- Identify new and proposed program changes that will impact outside revenue
- Identify what programs, services, or business operations that need to be modified to maximize all outside revenue sources.
- Review the historical level of County funding

## 5. Benchmark Services and Finances

- Develop a system of benchmarking, comparing other government and private operated nursing homes of similar size and/or character in major area such as staffing levels, business office functions (i.e. billings, collections, and other practices) expenses and expenditures, services and programs, fees, non-government revenues, and government funding levels.

## 6. Recommend Services and Funding for the Future of Winchester House

- Assist the County Board in redefine the “Mission” of Winchester House to reflect the Market Analysis, the historical Mission of Winchester House, services and programs, and available and projected funding levels.
- Identify and recommend services and programs to meet the future needs of long term senior care at Winchester House that maximizes non-County revenue sources and reduces the current level of County funds for ongoing operations. (Align the Mission and budgetary considerations).

## 7. Present to the County Board

- Develop and provide background materials and data to assist the County Board in developing policy direction and a redefined “Mission Statement.”
- Organize and conduct a 1-day retreat to educate the County Board in the services and programs for Winchester House that will take into effect market conditions, services and programs to meet market demand, maximize outside revenues, and reduce County funding subsidies.

**SECTION 3. DURATION**

This contract shall be in effect for a sixty (60) day period upon execution of this Agreement.

**SECTION 4. AGREEMENT PRICE**

Contractor shall be paid an amount not to exceed \$57,500.00 for Winchester House Consultant services.

**SECTION 5. PURCHASE ORDER, INVOICES AND PAYMENTS**

The County will issue a Purchase Order for the work to be performed in accordance with this Agreement. The Contractor shall submit invoices for payments for work performed on a monthly basis up to \$50,000.00. The Contractor shall submit an invoice for a final payment of \$7,500.00 upon completion and acceptance of the Presentation of findings and recommendations to the County Administrator and elected officials. Payments shall be made in accordance with the Local government Prompt Payment Act.

**SECTION 6. JURISDICTION, VENUE, CHOICE OF LAW:**

This Agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19<sup>th</sup> Judicial Circuit Court, State of Illinois.

**SECTION 7. TERMINATION**

The County reserves the right to terminate this contract, or any part of this contract, upon thirty (30) days written notice. In case of such termination, the Contractor shall be entitled to receive payment from the County for work completed to the termination date in accordance with terms and conditions of this contract. The County shall provide written notice indicating if the Contractor is in default of this Agreement and the Contractor shall have thirty (30) days to cure such default after receipt of written notice. In the event that this Contract is terminated due to Contractor's default, the County shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

**SECTION 8. INDEPENDENT CONTRACTOR**

The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of Lake County.

**SECTION 9. ASSIGNMENT**

Neither the Contractor nor Lake County shall assign any duties of performance under this Agreement without the express prior written consent of the other.

**SECTION 10. MODIFICATION**

This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

**SECTION 11. DISPUTE RESOLUTION**

All issues, claims, or disputes arising out of this Agreement shall be resolved in accordance with the Appeals and Remedies Provisions in Article 9 of the Lake County Purchasing Ordinance.

**SECTION 12. NO IMPLIED WAIVERS**

The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not affect in any way the full right to require such performance at any time thereafter. Nor

shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

### **SECTION 13. SEVERABILITY**

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

### **SECTION 14. TAXES**

Lake County is not subject to Federal Excise Tax. Per Illinois Compiled Statutes, 35 ILCS 120/2-5, Lake County is exempt from state and local taxes.

### **SECTION 15. DELIVERABLES**

- Draft Report
- Final Report including:
  - Analysis of Market Demand
  - Evaluation of Existing Services and Programs
  - Evaluation of the Mission of Winchester House
  - Identification of revenue sources
  - Benchmarking the services and finances
  - Recommendation of services and funding for the future
- Organize and conduct a 1-day retreat to present findings and recommendations to the County Administrator, staff and elected officials

### **SECTION 16. HOLDS HARMLESS CLAUSE**

The Contractor agrees to indemnify, save harmless and defend Lake County, its agents, servants, employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses, and expenses; including court costs and attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of Lake County, its agents, servants, or employees or any other person indemnified hereafter.

### **SECTION 17. INFORMATION SECURITY**

In the process of performing services to Lake County the Contractor may come in contact with information deemed important and proprietary to Lake County. The Contractor agrees that any services performed for Lake County, whether on Lake County premises or not, will meet or exceed Lake County's information security policy and privacy standards. Lake County reserves the right to audit Contractor's performance in meeting these standards.

### **SECTION 18. THIRD PARTY NETWORK ACCESS**

Contractors who require access to Lake County's network will be required to sign the Third Party Network Access Request form before a logon to Lake County's enterprise network is provided.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Lake County:

Management Performance Associates:

\_\_\_\_\_  
JONI F. YOUNG, C.P.M.  
Director of Central Services

\_\_\_\_\_  
MICHAEL A. SCAVOTTO, FACHE  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement, effective \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”), is made by and between \_\_\_\_\_ (“Covered Entity”) and \_\_\_\_\_ (“Business Associate”). Covered Entity and Business Associate are also referred to in this Agreement individually as “Party” and collectively as the “Parties”.

1. **Definitions.** Unless otherwise provided in this Agreement, capitalized terms used in this Agreement have the same meaning as set forth in HIPAA Regulations at 45 C.F.R. §§ 160.103 and 164.501

2. **Permitted Uses and Disclosure of Protected Health Information.**

2.1 Services. Business Associate may assist in the performance of:  
a function or activity involving the use or disclosure of individually identifiable health information OR  
Any other function or activity regulated by HIPAA.

3. **Responsibilities with Respect to Protected Health Information.**

3.1 Responsibilities of Business Associate. With regard to the use and/or disclosure of Protected Health Information, Business Associate hereby agrees:

- a. Business Associate will not use or disclose Protected Health Information received from Covered Entity in any way other than as permitted or required pursuant to the relationship described in Section 2 of this Agreement or as otherwise required by law.
- b. Business Associate will put in place reasonable precautions and appropriate safeguards necessary to prevent use or disclosure of Protected Health Information other than as provided by this Agreement.
- c. Business Associate will mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the provisions of this Agreement.
- d. Business Associate will report to Covered Entity’s Privacy Officer when Business Associate becomes aware of uses or disclosures not provided for by this Agreement.
- e. Business Associate will ensure that any agents, including subcontractors, to whom Business Associate provides Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity agrees to the same restrictions and conditions that

apply to the Business Associate with respect to such information.

- f. At the request of Covered Entity, Business Associate will provide access to Protected Health Information, within 7 calendar days, to Covered Entity or as directed by Covered Entity to an Individual, in order to meet the requirements of 45 C.F.R. § 164.524.
- g. Business Associate will make available Protected Health Information for amendment and incorporate any amendments to Protected Health Information, within 7 calendar days of request by Covered Entity, in accordance with 45 C.F.R. § 164.526 relating to amendments of Protected Health Information.
- h. Business Associate will make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, to the Secretary within 14 calendar days of Covered Entity's written request, or as otherwise designated by the Secretary, for the purpose of the Secretary determining Covered Entity's compliance with the Privacy Rules.
- i. Business Associate will document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- j. Business Associate will provide to Covered Entity or an Individual within 14 calendar days from Covered Entity's written request, information collected in accordance with Section 3.1(i) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosure of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- k. Business Associate will provide all appropriate training and education of its subcontractors or agents regarding the confidentiality of Protected Health Information and HIPAA regulations.
- l. Upon termination of its Agreement to provide service to Covered Entity, Business Associate will return all Protected Health Information. Business Associate further agrees to recover and return any Protected Health Information in the possession of its subcontractors or agents. If it is not feasible for Business Associate to return any and all Protected Health

Information, Business Associate will notify Covered Entity in writing within 7 calendar days of knowledge of same. In such case, the rights, duties, and obligations relating to Protected Health Information established under this Agreement shall survive termination of the Agreement.

- 3.2 Responsibility of the Covered Entity: With regard to the use and/or disclosure of Protected Health Information by the Business Associate, Covered Entity hereby agrees to notify Business Associate, in writing in a timely manner, of any arrangements permitted or required of the Covered Entity under 45 C.F.R. part 160 and 164 that may impact in any manner the use or disclosure of Protected Health Information by Business Associate under this Agreement, including, but not limited to, restrictions on use and disclosure of Protected Health Information as provided in 45 C.F.R. § 164.522 agreed to by Covered Entity.

#### 4. **Term and Termination.**

- 4.1 Term: This Agreement shall become effective on the date of signing and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is returned to Covered Entity, or, if it is infeasible to return Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- 4.2 Termination for Cause: Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
- a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
  - b. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
  - c. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.
- 4.3 Effect of Termination:
- a. Upon termination of this Agreement, Business Associate will return all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the

possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

- b In the event that Business Associate determines that returning the Protected Health Information is infeasible, Business Associate will provide to Covered Entity notification of the conditions that make return infeasible. Notification must be made in writing and must be received within 7 calendar days of termination of this Agreement. Upon notification that return of Protected Health Information is infeasible, Business Associate will extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return infeasible, for so long as Business Associate maintains such Protected Health Information.

5. **Miscellaneous.**

5.1 Amendments: This Agreement may not be modified, nor shall any provisions hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties or except as to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.2 Notices: Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

\_\_\_\_\_  
\_\_\_\_\_

Attention:

\_\_\_\_\_

Fax:

\_\_\_\_\_

If to Covered Entity, to:

\_\_\_\_\_  
\_\_\_\_\_

Attention:

\_\_\_\_\_

Fax:

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided.

- 5.3 Regulatory References: A reference in this Agreement to a section in the Health Insurance Portability and Accountability Act shall mean the section as in effect or as amended.
- 5.4 Survival: The respective rights and obligations of Business Associate under Section 4.3 of this Agreement shall survive the termination of this Agreement.
- 5.5 Interpretation: Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

**IN WITNESS WHEREOF**, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

**COVERED ENTITY**

**BUSINESS ASSOCIATE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_