

AGENDA

**WILL COUNTY BOARD OF HEALTH MEETING
WILL COUNTY HEALTH DEPARTMENT
501 ELLA AVENUE
JOLIET, IL 60433
CONFERENCE ROOM 1005A / 1005B
December 20, 2023– 3:00PM**

MISSION STATEMENT: To prevent disease and promote a healthier environment for all residents, business operators and visitors. Our agency of professionally trained staff works cohesively to assure public health and safety measures are maintained through services and programs the department provides based on the needs of the community.

VISION STATEMENT: Deliver sustainable programs and policies in response to the public health needs of the community.

CORE VALUES: Respect, Integrity, Professionalism, Quality, and Dedication.

- I. Call to Order/Roll Call.....3:00p.m.
- II. Pledge of Allegiance to the Flag
- III. President’s Comments
- IV. Executive Director’s Comments
Recognitions
- V. Public Comment for Agenda Items Only – **Discussion**
- VI. Approval of Minutes (pgs. 1-7)
November 15, 2023, Regular Session – **Motion**
- VII. Treasurer’s Report & Department Financial Reports (pgs. 8-11)
November 30, 2023 – **Motion**
- VIII. Reports from Divisions (pgs. 12-53)
Division Statistical Reports – **Discussion** (pgs. 54-57)
- IX. Old Business
 - A. Door Decorating Contest Presentation & Announcement of Winner - **Discussion**
- X. New Business
Resolutions #23-71 – #23-78
 1. Resolution #23-71 Kelly Service Temporary Staff Agreement (Admin) – **Motion** (pgs. 58-65)
 2. Resolution #23-72 Renewal of CDW-G Citrix Agreement (Adm) – **Motion** (pgs. 66-69)
 3. Resolution #23-73 Payment of The FOURCE Media Campaign Activities for December (Adm) – **Motion** (pgs. 70-72)
 4. Resolution #23-74 Payment of The FOURCE Media Campaign Activities for January (Adm) – **Motion** (pgs. 73-75)
 5. Resolution #23-75 Impact Telepsychiatry Services Contract (BH) – **Motion** (pgs. 76-99)
 6. Resolution #23-76 Resource Community Organization (RCO) Appropriation (BH) – **Motion** (pg. 100)
 7. Resolution #23-77 Disposal / Recycling of Surplus Items (FHS) – **Motion** (pgs. 101-102)
 8. Resolution #23-78 Purchase of Computer and Technology Equipment for the Recovery Community Organization (BH) – **Motion** (pgs. 103-105)
- XI. Executive Session re: Employment/ Legal Matters – **Motion & Roll Call**
- XII. Board Approval of Personnel Status Report – **Motion** (pgs. 106-107)
- XIII. Board Members’ Concerns and Comments – **Discussion**
- XIV. Public General Comments and Concerns – **Discussion**
- XV. Adjournment – **Motion**

**WILL COUNTY HEALTH DEPARTMENT
BOH MEETING MINUTES
November 15, 2023**

The monthly meeting of the Board of Health held at the Will County Health Department, 501 Ella Avenue, Joliet, IL was called to order at 3:00 p.m., Dr. Terrell, President presiding.

ROLL CALL/ QUORUM PRESENT

MEMBERS PRESENT

Billie Terrell, PhD., ACSW, President
Chief Paul Hertzmann, Vice Chairman
Teena Mackey, Secretary
Edna Brass, MA, BS
Natalie Coleman, Ed.D. (arrived @ 3:27pm)
Chief Carey
Allison Gunnink, MB, MT-BC
Gary Lipinski, M.D.
Silvio Morales, M.D.
Pamela Robbins

MEMBERS ABSENT

Annette Parker
Scott Soderquist, D.D.S.

STAFF PRESENT

Elizabeth Bilotta, Executive Director, Administration
Mary Kilbride, Executive Assistant, Administration
Denise Bergin, Assistant Executive Director, Administration
Diane Scruggs, Director of Behavioral Health
Dr. Rita Gray, Program Coordinator, Behavioral Health
Dr. Kathleen Burke, Program Coordinator, Behavioral Health
Mary Maragos, CEO, Community Health Center
Sean Connors, Director of Environmental Health
Georgia VanderBoegh, Director of Family Health Services
Katie Weber, Emergency Response Coordinator, Administration
Anthony Melei, Director of Information Technology, Administration
Dr. Robert Dutton, Health Equity Manager, Administration
Stacey Knack, Director of Human Resources, Administration
Kendra Smith-Coleman, Program Coordinator, Family Health Services
Caitlin Daly, Program Manager, MAPP/Community Planning, Family Health Services
Aishwarya Balakrishna, Community Health Educator II, Family Health Services
Joan Stefka, Community Health Educator II, Family Health Services
Stacy Baumgartner, Director of Operations, Community Health Center
Armando Reyes, Compliance Officer, Administration
Lisa Carlson, Immunization Program Coordinator, Family Health Services
Rita Slechter, Healthworks Program Manager, Family Health Services
Carol Ricken, Safety & Risk Reduction Officer, Administration
Arlene Hufnagel, Administrative Assistant, Family Health Services
Ted Strejcek, Information Technology Specialist, Administration
Muneeza Azher, Program Manager, Family Health Services
Magda Lara, Staff Nurse II, Family Health Services
Kelsey Lopez, Program Coordinator, Behavior Health
Sylvia Muniz, Assistant Division Director, Family Health Services

OTHERS PRESENT

Dan McGrath, Assistant State's Attorney
Alan Dyche, Representing Governing Council

A quorum was met at 3:00.

PLEDGE OF ALLEGIANCE

PRESIDENT'S COMMENTS

Dr. Terrell welcomed everyone to the meeting.

EXECUTIVE DIRECTOR'S COMMENTS

- Ms. Bilotta introduced our new BOH member "Pamela Robbins". Ms. Robbins gave a brief introduction about herself.
- Ms. Bilotta spoke of the FY24 budget that will be presented and discussed during this meeting.
- Ms. Bilotta spoke of current interviewing taking place for the CEO position.
- The Wellness Committee is sponsoring a Door Decorating contest throughout the Health Department. The BOH members will be asked to vote on their favorite door decoration.

PUBLIC COMMENTS FOR AGENDA ITEMS ONLY – NONE

APPROVAL OF BOARD OF HEALTH MINUTES

Moved to approve the October 18, 2023, Regular meeting minutes as presented.

RESULT:	APPROVED
MOVER:	Ms. Brass
SECONDER:	Ms. Mackey
AYES:	Dr. Terrell, Chief Hertzmann, Ms. Mackey, Ms. Brass, Chief Carey, Ms. Gunnink, Dr. Lipinski, Dr. Morales,
ABSTAIN:	Ms. Robbins

TREASURER'S REPORT AND DEPARTMENT FINANCIAL REPORTS

Ms. Bergin provided a detailed explanation of the financial reports including revenue, expenditures, and cash reports for the month of October 2023. The Board of Health moved to approve the Treasurer's Report and Department Financial Reports for the month of October 2023 as presented.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ms. Gunnink
SECONDER:	Chief Carey
AYES:	Dr. Terrell, Chief Hertzmann, Ms. Mackey, Ms. Brass, Chief Carey, Ms. Gunnink, Dr. Lipinski, Dr. Morales, Ms. Robbins
ABSTAIN:	None

REPORTS FROM DIVISIONS

Reports were provided in the packet by the Executive Director, Chief Executive Officer, Division Directors, EPR Coordinator, and Media Services Manager.

Ms. Ricken - Safety and Risk Reduction Officer (Presented Reports for the month of November)

- The revised Safety Handbook was presented. It was complete and currently being handed out to all employees.
- Ms. Ricken is currently working on the final stages of the Hazard Exposure Plan.
- Training took place in October for the First Amendment Auditor training.
- Ms. Ricken spoke of the CHC capital project. We are still in the bidding process.

Mr. Melei – Director, Information Technology and Telecommunication (Presented Reports for the month of November)

- Mr. Melei spoke of the Cisco Smart Agreement which covers our critical infrastructure. It is an insurance policy that provides us support with 24/7/4. It will get us back up and running within 4 hrs. if our system went down.
- The CHC network is being upgraded through the ARPA funding. We needed to bring it up to the standards that we have at the Health Department. It will take 1-2 months to put this in place.
- Nextgen EHR (hosted by OSIS) will be upgraded to new services. Testing will take place within a month.

Diane Scruggs – Director of Behavioral Health (Presented Reports for the month of November)

Ms. Scruggs provided recaps of the items in her report including:

- The Adult BH Program is now up to 6 therapists, who are seeing patients Monday through Friday.
- We now have a clinical MA level student providing therapy in Spanish and will work 4 hrs. on Saturdays to help individuals who cannot attend therapy during the week.
- In our Children and Adolescent Program, we added an additional school to that program.
- In our clinical training, we have had as many as 18 students. The advantage to this is it adds more people to our workforce and we are able to see more individuals.
- The Behavioral Health department 590 program Coordinator is in place. We are currently looking for staff for the 590 program. We are hoping for one functioning unit by January.
- Our Suicide Prevention Program and First Responders Program continue to function well. They've done two mental health trainings for first responders.

Dr. Burke – Program Coordinator of Substance Use Initiatives - Behavioral Health Division (Presented Reports for the month of November)

- Dr. Burke spoke of the Recovery Community Organization planning is in full force and is projected to open December 2023.
- The overdose deaths have slowed down slightly. We have distributed over 7000 Narcan within our community.

Ms. Maragos – Chief Executive Officer Community Health Center (Presented Reports for the month of November)

Ms. Maragos provided a recap of the items in the report including:

- We received more funding for our School Based Health Center operations in Mental Health. Another Mental Health APRN was just hired to work full time at Brooks Middle School.
- We are getting an increase of 11% in our Medicare/Medicaid reimbursement rates for 2024.
- We will be putting in a request for approval to add a site to our scope. This will allow new psychiatry providers to be included on our FTCA insurance, credentialing, and peer review processes, and integrated BH and Primary Care model of care. We will also be able to bill for their services at an enhanced rate of reimbursement.

** Ms. Brass questioned the confusing statement in Medicaid and Medicare reimbursement "since our cost for service delivery...." She felt it read the opposite of what it was supposed to say. Ms. Maragos agreed and will change that in her report.*

Mr. Conners – Director of Environmental Health (Presented Reports for the month of November)

Mr. Conners provided a recap of the items in the report including:

- WanaBana apple cinnamon fruit puree pouches for children because the product may contain elevated levels of lead.
- The EH Division completed its first tick "drag" for the Tick Surveillance Program on 11/5/213. We did a follow up tick "drag" as well. Any collected ticks will be shipped to IDPH in Springfield for identification of species and pathogen testing.
- Our first quarterly Environmental Health Newsletter has been written and presented for you to read.

Ms. VanderBoegh – Director, Family Health Services Division (Presented Reports for the month of November)

Ms. VanderBoegh provided a recap of the items in the report including:

- We held the first lunch/learn about SIDS, making it a public health priority. 17 people attended, 11 of them being nurses and each received 1 CEU.
- We had the Well-Woman Health and Wellness Fair. We had approximately 100 people attend.

** Ms. Brass stated she had heard a lot of good things about this event and would like to continue to hear about ongoing events happening. She asked if going forward, information could be sent to the Zonta and Holly Club which are both women's club.)*

Ms. Azher - Communicable Disease Manager, Family Health Services

- Ms. Azher discussed a case of Measles in October which was in Cook County.
- There were 5 Measle contacts in Will County and they are being monitored.

** Dr. Terrell asked how the RSV numbers are doing with children? Ms. Azher stated we are just seeing seasonal updates and no major outbreaks for now.*

** Dr. Morales stated since working in the Emergency Room, he has not seen as much RSV but Rhino Virus has been a bigger issue with children.*

Ms. Weber – Emergency Preparedness and Response (EP&R) Coordinator (Presented Reports for the month of November)

Ms. Weber provided a recap of items in the report including:

- Ms. Weber stated both of their closed POD meetings went very well. If we were in a biological terrorism event, we would need to hand out medication to everyone in the county. We would need to have open pods for those community members that wanted to come and get the medication. We then have closed pods for those companies that would allow their employees to come to work and get their medication. There are approximately 150,000 people who will come to the closed Pods.
 - Ms. Agor is currently at the MRC training and there are approximately 20 volunteers that also showed up.
 - Currently we are out of Binax tests for agencies to pick up. We do have some for our patients.
- * Dr. Terrell asked if we are connected to Statewide Terrorism Investigation Center (STIC) Ms. Weber stated that if there are any threats that come through, it will come through STIC. There is a monthly webinar that shows all of the current threats that may be coming through.
- * Ms. Mackey questioned if we have a lead role or have a relationship with others? Are we involved with their drills? Ms. Weber stated we take the lead role is it is a health emergency, and they would be our support.

OLD BUSINESS

None

NEW BUSINESS

Resolutions #23-65 – #23-70

RESOLUTION #23-65 APPROVAL TO ADOPT THE WILL COUNTY HEALTH DEPARTMENT FY2024 BUDGET APPROPRIATION

Ms. Bergin spoke about the FY2024 budget for the General Operating Fund (2102) which presents balanced revenue and expenditures.

- * Ms. Mackey stated how disappointed she was that the county chose to encumber 20% of the 708 board.
- * Ms. Coleman stated the levy conversation was very long and while the County didn't take the highest one, there were other needs that needed to come out of the general levy.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dr. Lipinski
SECONDER:	Ms. Mackey
YEAS:	Dr. Terrell, Chief Hertzmann, Ms. Mackey, Ms. Brass, Ms. Coleman, Chief Carey, Ms. Gunnink, Dr. Lipinski, Dr. Morales, Ms. Robbins
NAYS:	None

RESOLUTION #23-66 APPROVAL OF THE RENEWAL OF THE CISCO SMARTNET SUPPORT AGREEMENT

Mr. Melei spoke of the SmartNet Agreement which includes replacement of equipment. This is under a State Contract.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ms. Brass
SECONDER:	Chief Carey
YEAS:	Dr. Terrell, Chief Hertzmann, Ms. Mackey, Ms. Brass, Ms. Coleman, Chief Carey, Ms. Gunnink, Dr. Lipinski, Dr. Morales, Ms. Robbins
NAYS:	None

RESOLUTION #23-67 APPROVAL TO AMEND THE MEDICAL ADVISOR/CO-ADVISOR SERVICE AGREEMENT

Ms. Bilotta spoke of amending the agreement with Southwest Infectious Disease Associates. To be a certified health department, we need a medical advisor to ask questions, etc. They have requested an increase for 2024.

RESULT:	APPROVED
MOVER:	Chief Hertzmann
SECONDER:	Ms. Gunnink
YEAS:	Dr. Terrell, Chief Hertzmann, Ms. Mackey, Ms. Brass, Ms. Coleman, Chief Carey, Ms. Gunnink, Dr. Lipinski, Ms. Robbins
ABSTAIN:	Dr. Morales

RESOLUTION #23-68 APPROVAL OF PAYMENT FOR MEDIA CAMPAIGN ACTIVITIES

Ms. Muniz stated that this invoice from the FOURCE will be for photography, filming, videotaping.

- * Ms. Brass questioned what does this invoice cover? Ms. Muniz stated this is the initial campaign and there will be more resolutions that will be presented in the future. Ms. Bilotta stated these are ARPA funds that are being used.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chief Carey
SECONDER:	Chief Hertzmann
YEAS:	Dr. Terrell, Chief Hertzmann, Ms. Mackey, Ms. Brass, Ms. Coleman, Chief Carey, Ms. Gunnink, Dr. Lipinski, Dr. Morales, Ms. Robbins
NAYS:	None

RESOLUTION #23-69 APPROVAL OF CONTRACT TEAM CLOCK INSTITUTE TO PROVIDE ASSESSMENT AND STAFF DEVELOPMENT SERVICES

Ms. Scruggs stated this service provider will work with Behavioral Health to look at the culture and morale and help BH to better service clients and staff.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ms. Gunnink
SECONDER:	Chief Hertzmann
YEAS:	Dr. Terrell, Chief Hertzmann, Ms. Mackey, Ms. Brass, Ms. Coleman, Chief Carey, Ms. Gunnink, Dr. Lipinski, Dr. Morales, Ms. Robbins
NAYS:	None

RESOLUTION #23-70 APPROVAL TO ENTER INTO A TELEPSYCHIATRY STAFFING AGREEMENT WITH GENOA TELEPSYCHIATRY

Ms. Scruggs stated this staffing agreement will help us find staffing in the form of Psychiatry. This is to enter in a master service which will help us find an individual for BH.

- * Dr. Lipinski questioned if we are interviewing 1 Psychiatrist at a time? Ms. Bilotta stated we are going to sign a service order for a provider.
- * Dr. Morales questioned who is responsible for the credentialing? Ms. Bilotta stated that it is the responsibility of HD.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dr. Lipinski
SECONDER:	Dr. Morales
YEAS:	Dr. Terrell, Chief Hertzmann, Ms. Mackey, Ms. Brass, Ms. Coleman, Chief Carey, Ms. Gunnink, Dr. Lipinski, Dr. Morales, Ms. Robbins
NAYS:	None

ELECTION OF OFFICERS

Approval of President. Dr. Terrell was nominated to continue as President.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chief Hertzmann
SECONDER:	Dr. Morales
YEAS:	Dr. Terrell, Chief Hertzmann, Ms. Mackey, Ms. Brass, Ms. Coleman, Chief Carey, Ms. Gunnink, Dr. Lipinski, Dr. Morales, Ms. Robbins
NAYS:	None

Approval of Vice President. Chief Hertzmann was nominated to continue as Vice President.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ms. Mackey
SECONDER:	Dr. Lipinski
YEAS:	Dr. Terrell, Chief Hertzmann, Ms. Mackey, Ms. Brass, Ms. Coleman, Chief Carey, Ms. Gunnink, Dr. Lipinski, Dr. Morales, Ms. Robbins
NAYS:	None

Approval of Secretary. Ms. Mackey was nominated to continue as Secretary.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ms. Gunnink
SECONDER:	Chief Hertzmann
YEAS:	Dr. Terrell, Chief Hertzmann, Ms. Mackey, Ms. Brass, Ms. Coleman, Chief Carey, Ms. Gunnink, Dr. Lipinski, Dr. Morales, Ms. Robbins
NAYS:	None

BOARD OF HEALTH FY2024 MEETING DATES

The Board of Health meets the third Wednesday of each month (except July) at 3:00p.m. The meetings will occur in the Will County Health Department's Community Room 1005A/1005B, 501 Ella Avenue, Joliet, IL. The Board of Health approves the FY2024 Board of Health Meetings Calendar as presented.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chief Hertzmann
SECONDER:	Ms. Coleman
AYES:	Dr. Terrell, Chief Hertzmann, Ms. Mackey, Ms. Brass, Ms. Coleman, Chief Carey, Ms. Gunnink, Dr. Lipinski, Dr. Morales, Ms. Robbins
NAYS:	None

CHC/WCHD BH COLLABORATION

Ms. Bilotta and Ms. Maragos spoke about the collaboration between CHC and WCHD Behavioral Health. The Community Health Center would be hiring the Psychiatrists, but the providers will provide their services at the Health Department. The billing rate is much better for the CHC. Both CHC and WCHD would share electronic records. These patients would hopefully then come to the Health Center for their immunizations and medical appointments.

- * Ms. Gunnink questioned if Nextgen would be utilized throughout both agencies? Ms. Maragos stated WCHD/CHC will both use Nextgen and the benefit is we would not need to purchase another license.
- * Ms. Brass questioned the support services? Ms. Maragos stated if the provider is with the Health Center, then they can participate in the 340B program which will supply cheaper medication and support services would be available. Ms. Maragos spoke of the offices available in the BH Suite at CHC building and the staff currently working in that building.

APPROVAL OF PERSONNEL STATUS REPORT

Personnel Status Report was discussed. The Board approved all personnel changes for the Will County Health Department for the month of November.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chief Hertzmann
SECONDER:	Ms. Mackey
AYES:	Dr. Terrell, Chief Hertzmann, Ms. Mackey, Ms. Brass, Ms. Coleman, Chief Carey, Ms. Gunnink, Dr. Lipinski, Dr. Morales, Ms. Robbins
NAYS:	None

BOARD MEMBERS' COMMENTS/CONCERNS

Ms. Brass asked when the Compliance Plan will be completed? Mr. Reyes stated the Compliance Plan will hopefully be completed in approximately 90 days.

PUBLIC CONCERNS AND COMMENTS – NONE

ADJOURNMENT

A **motion** was made by Ms. Robbins to adjourn the meeting at 4:41pm and **seconded** by Ms. Mackey.

By: _____
Teena Mackey, Secretary
Will County Board of Health

By: _____
Mary Kilbride, Executive Assistant
Will County Health Department

Will County Health Department

FY 2023

Balance Sheet

Twelve Months Ending November 2023

	Beg Bal <u>12/1/2022</u>	End Bal <u>11/30/2023</u>	<u>Change</u>
Assets			
Cash and cash equivalents	2,670,356.16	449,061.50	(2,221,294.66)
Investments	12,000,000.00	15,500,000.00	3,500,000.00
Receivables	18,816,901.08	931,871.91	(17,885,029.17)
Total Assets	<u>33,487,257.24</u>	<u>16,880,933.41</u>	<u>(16,606,323.83)</u>
Liabilities			
Payables	2,313,597.11	206,947.85	(2,106,649.26)
Due to	2,288,698.32	-	(2,288,698.32)
Unearned revenue	986,892.66	807,223.68	(179,668.98)
Unavailable revenue	3,761,542.01	-	(3,761,542.01)
Property taxes levied for future periods	11,005,735.84	-	(11,005,735.84)
Equity			
Fund Balance	13,130,791.30	15,866,761.88	2,735,970.58
Total Liabilities & Equity	<u>33,487,257.24</u>	<u>16,880,933.41</u>	<u>(16,606,323.83)</u>

Note: These amounts may change during the outside audit, according to accounting guidelines.

Will County Health Department

FY 2023 Change in Cash Twelve Months Ending November 2023

	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	June 2023	July 2023	Aug 2023	Sept 2023	Oct 2023	Nov 2023	Total
Cash and Cash Equivalents													
Beginning Balance**	2,670,356.16	2,810,387.35	2,103,763.96	1,581,923.10	928,910.42	140,871.07	738,625.23	4,786,067.35	3,699,396.52	(45,864.23)	1,846,942.33	1,311,782.15	2,670,356.16
Deposits	2,599,737.54	1,250,393.53	4,148,486.38	2,855,753.72	2,757,110.13	2,877,042.22	6,049,023.10	2,418,978.72	2,998,579.82	5,432,780.87	2,870,563.33	1,832,579.69	38,091,029.05
Loan from Corporate	2,283,355.00	-	(1,295,473.69)	426.12	(988,307.43)	-	-	-	-	-	-	-	-
AP Payments	(980,910.97)	(793,359.31)	(2,982,175.68)	(1,291,904.98)	(1,064,661.58)	(757,066.94)	(1,257,026.57)	(1,256,917.68)	(1,204,657.91)	(1,278,463.43)	(1,670,773.32)	(1,115,117.48)	(15,653,035.85)
Payroll	(1,478,795.38)	(1,462,719.46)	(392,677.87)	(2,213,796.98)	(1,491,265.86)	(1,522,221.12)	(744,554.41)	(2,248,731.87)	(1,739,182.66)	(2,261,510.88)	(1,734,950.19)	(1,580,182.86)	(18,870,589.54)
Investment	-	-	-	-	-	-	-	-	-	-	-	-	-
Maturity/(Additions)	-	300,000.00	-	-	-	-	-	-	(3,800,000.00)	-	-	-	(3,500,000.00)
Prior Period Due To	(2,283,355.00)	(938.15)	-	(3,490.56)	(914.61)	-	-	-	-	-	-	-	(2,288,698.32)
Ending Balance	2,810,387.35	2,103,763.96	1,581,923.10	928,910.42	140,871.07	738,625.23	4,786,067.35	3,699,396.52	(45,864.23)	1,846,942.33	1,311,782.15	449,061.50	449,061.50
Investments													
Beginning Balance	12,000,000.00	12,000,000.00	11,700,000.00	11,700,000.00	11,700,000.00	11,700,000.00	11,700,000.00	11,700,000.00	11,700,000.00	15,500,000.00	15,500,000.00	15,500,000.00	12,000,000.00
Additions to Investments*	-	-	-	-	-	-	-	-	3,800,000.00	-	-	-	3,800,000.00
Maturities*	-	(300,000.00)	-	-	-	-	-	-	-	-	-	-	(300,000.00)
Ending Balance	12,000,000.00	11,700,000.00	11,700,000.00	11,700,000.00	11,700,000.00	11,700,000.00	11,700,000.00	11,700,000.00	15,500,000.00	15,500,000.00	15,500,000.00	15,500,000.00	15,500,000.00
Total Cash and Investments	14,810,387.35	13,803,763.96	13,281,923.10	12,628,910.42	11,840,871.07	12,438,625.23	16,486,067.35	15,399,396.52	15,454,135.77	17,346,942.33	16,811,782.15	15,949,061.50	15,949,061.50

* Investments are updated retrospectively.

Note: These amounts may change during the outside audit, according to accounting guidelines.

Will County Health Department

FY 2023

Budget Comparison - Revenue Twelve Months Ending November 2023

	<u>Adopted Budget</u>	<u>Revised Budget</u>	<u>Revenue</u>	<u>Target - 100% Percent Realized</u>
Revenue				
Property Taxes	11,015,000.00	11,015,000.00	10,874,188.82	98.72%
Intergovernmental Grants & Contracts				
Administration	1,860,302.00	1,979,704.00	2,664,467.75	134.59%
Emergency Preparedness and Response	398,013.00	419,333.00	361,160.80	86.13%
Environmental Health	1,020,068.00	1,020,068.00	586,431.94	57.49%
Behavioral Health	2,214,170.00	2,416,287.00	1,191,217.21	49.30%
Family Health Services	4,038,495.00	4,756,300.00	4,162,733.24	87.52%
Community Health Center	4,119,216.00	4,290,801.00	3,881,766.68	90.47%
	13,650,264.00	14,882,493.00	12,847,777.62	86.33%
Licenses, Permits & Charges for Services				
Administration	246,500.00	246,500.00	180,660.15	73.29%
Environmental Health	1,836,000.00	1,836,000.00	1,842,408.20	100.35%
Behavioral Health	3,076,054.00	3,076,054.00	3,014,538.49	98.00%
Family Health Services	292,300.00	292,300.00	297,821.53	101.89%
Community Health Center	6,137,310.00	6,137,310.00	5,732,486.40	93.40%
	11,588,164.00	11,588,164.00	11,067,914.77	95.51%
Fines and Forfeitures	500.00	500.00	-	-
Miscellaneous Revenues				
Rental Income	8,400.00	8,400.00	1,400.00	16.67%
Donations/Fundraiser	500.00	500.00	-	0.00%
Expense Recovery	-	-	28,696.25	-
CHC Other: MCO Capitation, Performance	46,800.00	46,800.00	32,969.25	70.45%
Anticipated New Revenues	4,000,000.00	2,777,771.00	-	-
Funds On Hand	1,706,439.00	1,696,439.00	-	-
	5,762,139.00	4,529,910.00	63,065.50	1.39%
Transfers In	300,000.00	300,000.00	300,000.00	-
Total Revenue	42,316,067.00	42,316,067.00	35,152,946.71	92.89%
	-	-	-	
* Total Revenue used for Revenue Performance %	36,609,628.00	37,841,857.00	-	
Less: Anticipated New Revenues and Funds on Hand				

Note: These amounts may change during the outside audit, according to accounting guidelines.

Will County Health Department

FY 2023

Budget Comparison - Expenditures Twelve Months Ending November 2023

	<u>Adopted Budget</u>	<u>Revised Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Remaining Budget</u>	<u>Target - 92% Percent Used</u>
Expenditures						
Personnel - Salaries						
Administration	2,605,691.00	2,693,657.00	2,611,000.59	-	82,656.41	96.93%
Emergency Preparedness and Response	276,129.00	276,129.00	274,850.37	-	1,278.63	99.54%
Environmental Health	1,587,337.00	1,587,337.00	1,482,449.63	-	104,887.37	93.39%
Behavioral Health	4,933,460.00	4,995,048.00	3,443,634.04	-	1,551,413.96	68.94%
Family Health Services	4,469,909.00	4,698,021.00	4,163,368.90	-	534,652.10	88.62%
Community Health Center	8,083,233.00	8,043,983.00	6,895,286.01	-	1,148,696.99	85.72%
Total Personnel - Salaries	21,955,759.00	22,294,175.00	18,870,589.54	-	3,423,585.46	84.64%
Personnel - Benefits						
Administration	1,052,807.00	1,075,143.00	993,761.52	-	81,381.48	92.43%
Emergency Preparedness and Response	113,036.00	113,036.00	108,910.76	-	4,125.24	96.35%
Environmental Health	813,178.00	813,178.00	711,883.20	-	101,294.80	87.54%
Behavioral Health	2,023,116.00	2,046,192.00	1,243,394.39	-	802,797.61	60.77%
Family Health Services	2,083,380.00	2,141,182.00	1,824,101.81	-	317,080.19	85.19%
Community Health Center	3,108,575.00	3,117,812.00	2,490,163.65	-	627,648.35	79.87%
Total Personnel - Benefits	9,194,092.00	9,306,543.00	7,372,215.33	-	1,934,327.67	79.22%
Commodities						
Administration	288,165.00	298,830.00	208,693.74	-	90,136.26	69.84%
Emergency Preparedness and Response	9,147.00	20,675.57	20,012.91	-	662.66	96.79%
Environmental Health	187,467.00	197,446.12	196,170.12	(5,729.74)	7,005.74	99.35%
Behavioral Health	112,444.00	134,128.84	69,092.85	-	65,035.99	51.51%
Family Health Services	255,123.00	352,223.00	202,658.56	-	149,564.44	57.54%
Community Health Center	1,739,889.00	1,870,677.74	1,682,847.25	-	187,830.49	89.96%
Total Commodities	2,592,235.00	2,873,981.27	2,379,475.43	(5,729.74)	500,235.58	82.79%
Contractual Services						
Administration	1,126,863.00	1,259,298.00	1,004,512.37	9,000.00	245,785.63	79.77%
Emergency Preparedness and Response	27,840.00	37,631.43	36,940.51	-	690.92	98.16%
Environmental Health	190,209.00	180,229.88	119,118.84	(449.00)	61,560.04	66.09%
Behavioral Health	1,236,279.00	1,198,047.16	720,302.36	-	477,744.80	60.12%
Family Health Services	239,473.00	574,264.00	456,136.83	-	118,127.17	79.43%
Community Health Center	1,388,103.00	1,448,912.26	1,111,815.70	-	337,096.56	76.73%
Total Contractual Services	4,208,767.00	4,698,382.73	3,448,826.61	8,551.00	1,241,005.12	73.40%
Capital Outlay						
Administration	10,000.00	10,000.00	-	-	10,000.00	-
Community Health Center	355,214.00	355,214.00	345,869.22	-	9,344.78	97.37%
Total Capital Outlay	365,214.00	365,214.00	345,869.22	-	19,344.78	94.70%
Other Expenditures - Anticipated New						
Administration	4,000,000.00	2,777,771.00	-	-	2,777,771.00	-
Total Expenditures	42,316,067.00	42,316,067.00	32,416,976.13	2,821.26	9,896,269.61	81.99% *
* Total Exp for Expense Performance %	38,316,067.00	39,538,296.00	-	-	-	-
Less: Anticipated New Expenses			-	-	-	-

Note: These amounts may change during the outside audit, according to accounting guidelines.

Administration BOH Report – provided by Cindy Jackson, Director of Admin Services

FACILITY UPDATES

501 Ella & 1106 Neal Avenue

On November 29th, the US Department of Homeland Security and Will County Emergency Management Agency (EMA) walked our two Joliet facilities to complete a security assessment. During the assessment, they recognized that the agency has put a lot of time and effort into addressing safety. Will County EMA said that they recognize that we have instilled a culture of safety.

CHC:

Painting and Flooring: In FY23, the County dedicated \$100,000 for painting and new flooring. These funds will be dedicated to improvements in the main lobby and OB Suite at the CHC. The painting work started on Dec. 1 and will be finished in mid-December. The flooring has been ordered and will be installed in the OB suite in late December or early January.

Lower-Level Floors: In November, the floors on the lower level of the CHC were stripped and waxed.

2024 Capital Improvement Projects (CIP): The CHC Call Center Modernization CIP project was approved by the County Board in the FY24 budget for \$381,047. In order to prepare for the Call Center Modernization Project, we have to clean out the CHC Medical Records room on the lower level. The CHC lower-level medical records room, where old paper medical records are stored, will be reconstructed into a Call Center and additional storage for the Health Center. In September, 330 boxes of medical records were moved to the Will County Records Management (RM) Facility. On December 8th another 650 boxes of old records were moved to RM. The RM staff will work on archiving the records for future electronic access. We will continue to clean out that area of the building. We will be meeting with the County Facilities Department to begin working on bids for the call center buildout.

SAFETY UPDATE

Hazard Communication Plan: The Hazard Communication plan has been updated. We are currently finalizing the update of the Safety Data Sheets (SDSs) and an excel tracking sheet for all Agency hazardous chemicals.

Spill Kits: Bodily fluid spill kits and instructions were distributed to all Agency locations.

Slip Injury Prevention: We created “icy conditions” posters and attached to sandwich boards. These will be placed at parking lot entrances, when it’s icy, as a slip injury prevention tool.

Agency Safety Walkthroughs: Quarter four safety inspections were completed with a focus on chemicals as related to the hazardous materials plan. Efforts being taken to consolidate cleaning supplies used throughout the Agency so that there is proper use, consistency, and control. Also ensuring that each chemical is on the SDS inventory list and that hazardous materials are identified.

Compliance BOH Report – provided by Armando Reyes, Compliance Officer

Continuing to work on the development the WCHD Compliance Plan based on the elements listed below.

1. **Reviewing and implementing written policies and procedures:**
 - Standards of conduct
 - Ethics policy
 - Centralize and organize Policies and Procedures so that they can be easily assessable to all WCHD staff
2. **Governance and oversight:**
 - Designating responsibility for compliance
 - Compliance Officer working closely with Executive Director and Human Resources
 - Compliance Officer working closely with the Compliance Advisory Committee
 - Compliance Officer managing the compliance program on a day-to-day basis
3. **Conducting effective training and education:**
 - Conducting all required compliance training at onboarding and annually
4. **Effective lines of communication:**
 - Developing and maintaining lines of communications with key leadership and staff
5. **Internal auditing and monitoring:**
 - Methods for internal risk assessment, monitoring and auditing by developing a universal risk assessment plan, internal audits, compliance inspections, external audits /reviews, and inspections
 - Perform periodic reviews of WCHD's compliance risk and the compliance program and react quickly to fix any issues
6. **Enforcement & disciplinary guidelines:**
 - Methods for enforcement of policies, procedures, and standards
 - Acknowledge and support the office of compliance and the standards should be applied uniformly to everyone
 - Active commitment to the program is key to ensuring consistent and proper enforcement
7. **Prompt response.**
 - Actions are taken when noncompliance occurs, specifically, responding promptly to detected problems and undertaking corrective action
 - Promptly responding and investigating reported issues are what makes a compliance program effective

Finance - BOH Report – provided by Katie Schaefer, Finance & Grants Mgmt. Coordinator

In addition to agency deposits, monthly and quarterly grant expenditure reporting:

1. State Fiscal Year 2024 grant agreements continue to be executed as issued by the state. All continuing Department of Human Services (IDHS) and the majority of Department of Public Health (IDPH) grant contracts have been submitted. State Fiscal Year 2024 began July 1, 2023.
2. We are working to properly capture and record all Fiscal Year 2023 revenue during the lapse period.

ITT BOH Report – provided by Anthony Melei, Director ITT

NextGen User Group Conference

The Electronic Health Record Team, Mike Cirullo, Ann Conrad, Aaron Reyes, and Daisy Fajardo from IT attended the NextGen User Group Conference in November. We sent our key staff to this conference, because of the changing landscape in Electronic Health Record (EHR) Systems, government regulations, and new technologies included in the NextGen Product versions. Each of the team above are assigned sessions as designated by the EHR Project Manager, to ensure maximum coverage of all the areas of NextGen that we use. The information was brought back and shared with the rest of the ITT team and the NextGen users in our agency.

NextGen Healthcare Corp was recently acquired by Thoma Bravo, a leading software investment firm. Upon completion of the transaction, NextGen Healthcare will become a privately held company. This represents a significant investment in the development of the NextGen Healthcare Electronic Health Record system.

Health Equity BOH Report – provided by Robert E.F. Dutton Ph.D., Health Equity Manager

- The Will County Health Department in conjunction with the Activating Relationships in Illinois for Systematic Equity (ARISE) Coalition participated in 17 community engagement events for the month of November, passing out over 1,000 COVID-19 test kits and PPE equipment.
- One new applicant applied and was interviewed for the Health Navigator position.
- WCHD and our coalition partners are looking to expand our outreach in Joliet for community gardens, working with Kathy Pecora and Pam Robbins. Recently we just cultivated a relationship with Chicago Grows to provide 100 potted vegetable plants for this project.
- Additionally, the certificate of insurance was renewed by the Northern Food Bank, so we can begin to schedule pop-up food pantries for January through June 2024.
- Health Navigators and coalition partners participated in food donations at our local churches and food pantries for the Thanksgiving holiday.
- We are working with local churches or local businesses to help with a coat, scarf, socks and gloves the homeless communities for the winter season to be distributed sometime in December.
- We received an in-kind donation of 200 pair of winter socks and 75 pair of winter gloves that were distributed to the homeless community in the Joliet downtown area and along Riverwalk.
- We have coordinated a non-perishable food collection with the County Board and County Executive's Office.

Mobilizing for Action through Planning & Partnerships (MAPP) BOH Report – provided by Caitlin Daly, Program Manager

ACTION TEAM UPDATES

Action Teams continue to meet monthly on Microsoft Teams, as scheduled below:

Access to Health Care meets on the third Monday from 1:00-2:00pm on Microsoft Teams. There was no meeting in November due to varying scheduling conflicts among members. We meet again on December 18th. The team is working to connect with a Research/Evaluation professional to advise on a Pediatric Clinician survey to assess our County's current Medicaid acceptance capacity.

Access to Food and Nutrition meets on the second Monday from 10:00-11:00am on Microsoft Teams. Fifteen (15) members attended the November 14th meeting. We developed a social media graphic promoting holiday food giveaways in Will County. Also, we're working with Howard Kim from Will County GIS Division to update the existing 'Find Food' Access Map, found at:

<https://willcountygis.maps.arcgis.com/apps/MapSeries/index.html?appid=f4468e45a40946ebac56bc5acd62b00d>.

Behavioral Health/Substance Use meets on the fourth Monday from 1:00-2:30pm on Microsoft Teams. Dr. Kathleen Burke (Will County Health Department) serves as Chair and Dr. Lori McMeel (Lewis University) serves as Co-Chair. Forty (40) members attended our November 27th meeting. Members are reviewing youth and adult mental health and substance use data to determine actionable items for members to collaborate on. Members are being surveyed for availability to start an ad-hoc committee to strategize on a coordinated 'ask' for Illinois Opioid Relief dollars for Will County. Also, the 'Stigma Task Force' ad-hoc committee continues to meet monthly. The team acknowledged frontline workers, loved ones and stakeholders/public representatives are known sources of mental health and substance use stigma. We're exploring opportunities to provide education to our targeted sources to reduce stigma as a barrier to receiving care.

Stabilizing the Built Environment meets on the fourth Monday from 10:00-11:00am on Microsoft Teams. Meredith Montgomery (Will County Continuum of Care) serves as Chair and Elizabeth Protich (Riverwalk Homes/Holsten Human Capital Development) serves as Co-Chair. Eleven (11) members attended the November 27th meeting. Following the 'Homelessness and Healthcare' roundtable on October 20th, members are strategizing on a coordinated referral network – a priority need identified during the roundtable conversation.

Additional Updates

Healthy Illinois 2028 is the Statewide community health improvement (CHI) plan used to “assess and recommend priorities and strategies to improve the public health system and the health status of Illinoisans, to reduce health disparities and inequities, and to promote health equity” (Illinois Department of Public Health, *Healthy Illinois 2028*). The State renews their CHI plan every five years, with the most recent iteration released November 2023. Caitlin attended a webinar hosted by Illinois Public Health Institute (IPHI) on November 30th that reviewed these emerging public health crises. The MAPP Collaborative and affiliated community partners have been engaged in discussion and investigation into some of these topics here in Will County– Maternal/Child Health, Built Environment, Access to Health Care, Mental Health and Substance Use, Healthy Equity – whereas other priorities will become new collaborative conversations. Below are relevant slides from the webinar showcasing the State’s CHI priorities. Healthy Illinois 2028 publications can be found at: <https://dph.illinois.gov/topics-services/provider-partner-resources/healthy-illinois.html>

Healthy Illinois 2028 Priorities



CROSSCUTTING ISSUES
Access to Health Care and Wrap-around Services, Physical & Built Environment, Public Health System Infrastructure, Racial Equity, and Social and Structural Determinants of Health.

RACISM AS A PUBLIC HEALTH CRISIS

CHRONIC DISEASE

COVID-19 & EMERGING DISEASES

MATERNAL & INFANT HEALTH

MENTAL HEALTH SUBSTANCE USE

HEALTHY ILLINOIS 2028 PUBLIC HEARINGS 28

Structural Themes



Social Determinants of Health

Education Access and Quality, Health Care Access and Quality, Neighborhood and Built Environment, Social and Community Context, Economic Stability.

Social Determinants of Health | Healthy People 2030

HEALTHY ILLINOIS 2028 PUBLIC HEARINGS 29

Access to Health Care & Wrap-Around Services

- 70% of Illinois counties are designated health professional shortage areas for primary care
- Lack of trans health and LGBTQIA+ health care (especially in rural areas)
- Health insurance coverage (or lack of), stigma, and workforce shortages are all barriers

Physical & Built Environment

- Encompasses all conditions in which we live, play, and work
- Includes air and water quality, street and walking conditions, physical building conditions, access to green spaces

Social & Structural Determinants of Health

- Housing, transportation, economic stability, education, community safety, environment

Structural Racism & Health Equity

- Racism and discrimination are a critical challenge shared by individuals with lived experience as well as persistent hate crimes due to race/ethnicity
- Structural racism is a root cause of health and racial inequities.
- Much of the public health system recognizes the need to do this work to make an impact on advancing equity.

Infrastructure Themes



Workforce Development & Overall Capacity

System-wide staffing shortages
Burnout and staff retention
Training to address expertise gaps & hiring difficulties
Diversify workforce to be representative of communities served
Funding & compensation



Data Use Improvements

Evaluation
Data modernization
Increased access & use of data in decision-making
Shifts in existing data collection practices, development of shared definitions & practices
Funding



System Coordination & Collaboration

Increase timeliness, bidirectional, & consistent communication & coordination across PH system
Strengthen commitment to maximize through partnerships & collaboration



Funding

Need to de-silo funding streams & eliminate inequitable funding practices
Sustainable resources & flexible funding structures to be able to determine need & spend down plan at local level

HEALTHY ILLINOIS 2028 PUBLIC HEARINGS

26

Chronic Disease

Definition:

Conditions that last one year or more and require ongoing medical attention or limit activities of daily living or both

Preventable risk factors:

Tobacco use, physical inactivity, harmful use of alcohol, inadequate nutrition, obesity

- **More than half** of Illinois residents are living with a chronic condition (similar across most racial/ethnic groups)
- Need for chronic disease management and prevention as an emerging trend
- **Oral health** noted as a statewide issue (especially in rural areas) with disparities due to access to treatment and resources
- Health outcomes of note: diabetes, asthma, hypertension, cardiovascular disease
 - ✓ Heart disease & diabetes are the leading causes of death
 - ✓ Nearly one in three Illinoisans have high blood pressure and high cholesterol
- High rates of emergency department visits due to diabetes, hypertension, & asthma
- **Disease management challenges:** workforce, health education, access to care

HEALTHY ILLINOIS 2028 PUBLIC HEARINGS

27

Chronic Disease

HEALTHY ILLINOIS 2028

Goal 1: Increase opportunities for tobacco-free living.

Goal 2: Decrease preventable chronic diseases through nutrition.

Goal 3: Increase opportunities for active living.

Goal 4: Increase community-clinical linkages to reduce the incidence and burden of chronic diseases.

HEALTHY ILLINOIS 2028 PUBLIC HEARINGS

18

COVID-19 and Emerging Diseases

COVID-19 Priority Issues:

- Public health system infrastructure improvements
- Communication & trust
- Addressing health disparities

Emerging Diseases:

From this pandemic response, a growing need to prepare for addressing new and emerging threats to public health (including climate change) was identified as a new priority for the public health system.

- COVID-19 was the leading cause of death in 2020, with **extreme disparities** across racial/ethnic groups
- Emerging threats from COVID-19: **misinformation** about disease and vaccination, increase of mental/behavioral health challenges due to quarantine, **public mistrust** of public health authorities, awareness gaps
 - ✓ Heightened **trauma** from social isolation, increased substance use
- Highlighted the need to focus on **SSDOH** (transportation, housing, food, racism)
- Highlighted or exacerbated existing public health **infrastructure** issues:
 - ✓ **Workforce** issues (burnout, workforce shortages, hiring difficulties)
 - ✓ Timely and accurate **communication** from public health officials
 - ✓ Need for improved **health data systems** and access to health data
- **Climate change** ties into every single SSDOH and health priority area and is vital to health equity because climate change tends to affect marginalized populations the most and is the most important emerging public health threat.
 - ✓ Chronic conditions are worsened due to **increased heat and drought** and vulnerable populations are at higher risk
 - ✓ **Air pollution** causes higher rates of cardiorespiratory illnesses and increased severity of these illnesses
 - ✓ Global warming is expected to increase prevalence of **vector-borne diseases**

HEALTHY ILLINOIS 2028 PUBLIC HEARINGS

24

COVID-19 and Emerging Diseases

HEALTHY ILLINOIS 2028

Goal 1: Decrease disparate health outcomes related to COVID-19 and other emerging diseases.

Goal 2: Increase community resilience to public health threats.

Goal 3: Strengthen and improve public health system infrastructure and coordination to prepare for and respond to public health threats.

HEALTHY ILLINOIS 2028 PUBLIC HEARINGS

45

Racism as a Public Health Crisis

Racism:

A system of structuring opportunity and assigning value based on the social interpretation of how one looks (...what we call 'race'), that unfairly disadvantages some individuals and communities, unfairly advantages other individuals and communities, and saps the strengths of the whole society through the waste of human resources (Jones, 2021).

Environmental Racism:

The disproportionate impact of environmental hazards on people of color. (Greenaction).

- Substantial disparities remain in mortality by race/ethnicity with the highest rates seen in Black/African Americans especially for:
 - ✓ Heart diseases, Cancer, Accidents, Diabetes, Kidney disease
- COVID - 19 mortality rates for Hispanics were nearly double and for Black/African Americans more than **50% higher** the Illinois mortality rate.
- Black/African Americans continue to have the **lowest life expectancy** at birth.
- Increases were seen in 2020 overall and across all race ethnicity groups in **premature deaths**; Black/African American and Hispanic residents saw the sharpest increases.
- 8 entities in Illinois have declared racism to be a public health crisis already (APHA). Disparities and inequities by race/ethnicity persist across health statistics, income levels, and geographic spread
- For this reason, racism and the need for racial equity is highlighted in Healthy Illinois 2028 as **both a crosscutting theme and a standalone priority area in the SHIP**.

HEALTHY ILLINOIS 2028 PUBLIC HEARINGS

22

Racism as a Public Health Crisis

HEALTHY ILLINOIS 2028

Goal 1: Build the public health system's capacity to advance health and racial equity and dismantle oppressive systems.

Goal 2: Develop and maintain a diverse and skilled public health workforce for anti-racist public health to dismantle systems of oppression.

Goal 3: Address historical and ongoing practices that perpetuate environmental racism to advance environmental justice.

HEALTHY ILLINOIS 2028 PUBLIC HEARINGS

32

Maternal & Infant Health

Definition/Purpose:

Improve access to health care and delivering quality public health services for reproductive and infant health.

Health Equity Priority:

Not only does Illinois fail to meet the Healthy People 2030 benchmark, but extreme disparities in maternal and infant health for Black/African American population are of significant concern.

- Since 2010, **infant mortality** rates has remained consistent, with a statewide average at 6.3 deaths per 1000 live births (averaging higher than the Healthy People 2030 benchmark)
- **Disparities** by racial/ethnic groups for infant mortality
 - ✓ Infant mortality for Black/African Americans in Illinois is **twice as high** as the overall rate for the state
- **Preterm births and low birthweight** also remain higher than national average
 - ✓ Disparate rates for Black/African American population, 50% higher than state average
- **Oral health** emerged as a risk factor for maternal mortality across the state along with **maternal mental health**
- Increasing need to address **SSDOH** related to maternal and infant health outcomes
- Racism & discrimination were also highlighted as barriers to health under this priority
- Illinois prenatal care utilization remains below national benchmarks with Hispanic and Black/African American women more likely to not have **adequate or early prenatal care**.

HEALTHY ILLINOIS 2028 PUBLIC HEARINGS

25

Maternal & Infant Health

HEALTHY ILLINOIS 2028

Goal 1: Improve accessibility, availability, and quality of equitable reproductive health and well-woman/person preventative health care services across the reproductive lifespan.

Goal 2: Promote a comprehensive, cohesive, and equitable system of care and support services for all birthing persons to have a healthy pregnancy, labor and delivery, and through the first year postpartum.

Goal 3: Promote a comprehensive, cohesive, and equitable system of care and services to improve birth outcomes and support infants' healthy development in their first year.

Goal 4: Strengthen workforce capacity and infrastructure to screen for, assess, and treat mental health conditions and substance use disorders among pregnant/postpartum persons.

HEALTHY ILLINOIS 2028 PUBLIC HEARINGS

51

Mental Health and Substance Use Disorder

Mental Health:

Mental health is a state of mental well-being that enables people to cope with the stresses of life, to realize their abilities, to learn well and work well, and to contribute to their communities (WHO, 2022).

Substance Use Disorder:

When the recurrent use of alcohol and/or drugs cause clinically significant impairment (including health problems, disability, and failure to meet major responsibilities at work, school, or home (SAMHSA, 2023).

- Slightly more than 1 in 10 residents reported having **14 or more days of poor mental health**, with similar rates across regions of Illinois.
- Mortality due to **drug overdose and opioid overdose** increased over the period with highest rates seen in 2020 across all groups.
 - ✓ Highest death rates were seen among Black/African Americans and lowest rates among Hispanics.
- Non-fatal emergency room visits and hospitalizations showed increases in 2020.
- Opioid event visits increased with age for those under 65 years of age.
- Emerging areas of need: **youth mental health support, strengthen MH-SUD workforce, and expanded culturally inclusive practice**
- Challenges: access to services for youth and adults, **stigma**, and bias/discrimination from health care providers

HEALTHY ILLINOIS 2028 PUBLIC HEARINGS

26

Mental Health and Substance Use Disorder

HEALTHY ILLINOIS 2028

Goal 1: Improve the mental health and substance use disorder system's infrastructure to support and strengthen prevention and treatment.

Goal 2: Reduce mortality due to mental health conditions and substance use disorders through harm reduction and preventative care strategies.

Goal 3: Increase access to age-appropriate community-based care to reduce institutionalized treatment and incarceration.

Goal 4: Improve the resilience and recovery capital of communities experiencing violence.

HEALTHY ILLINOIS 2028 PUBLIC HEARINGS

58

Diane Scruggs
Director, Behavioral Health
December 2023

Adult Program Updates:

- The Adult Behavioral Health Program is fully staffed and seeing patients Monday thru Friday.
- Clients are being scheduled and seen promptly and there is no waiting list.

Clinical Training Program Report December 4, 2023:

- Dr. Patch and Dr. Gray participated in the Association of Chicagoland Externship and Practicum Training (ACEPT) annual virtual Practicum Fair on Friday, December 5. Thirty students attended our session where we discussed the program, specific opportunities, requirements for applying, and timelines.
- Dr. Patch and Dr. Cox will be attending the Wheaton College Practicum Fair on the Wheaton Campus on Friday, December 8, 2023.
- The program has received 14 applications for our 2 Doctoral Internships. The portal for applications closes on December 15th for our agency. Here are the important dates for Internship placements:
- Applicants and programs that are eligible to participate in Phase II of the Match can access the NMS Match System to update their status and profile information for Phase II (e.g., withdraw or reactivate, update contact information, etc.).

THURSDAY, MARCH 21, 2024

Post-Match Vacancy Service Opens: The Association of Psychology Postdoctoral and Internship Centers (APPIC) Post-Match Vacancy Service provides information on available positions beginning at 9:00 a.m. Eastern Time. **No action to fill positions remaining unfilled after Phase II is to be taken prior to 9:00 a.m. Eastern Time.**

WEDNESDAY, APRIL 3, 2024

National Matching Service (NMS) Match System Closes: Information regarding the results of the Match for applicants and programs will no longer be available in the NMS Match System.

Child and Adolescent, Mobile Crisis Response (MCR), & Youth Experiencing Success in School (YESS) Updates:

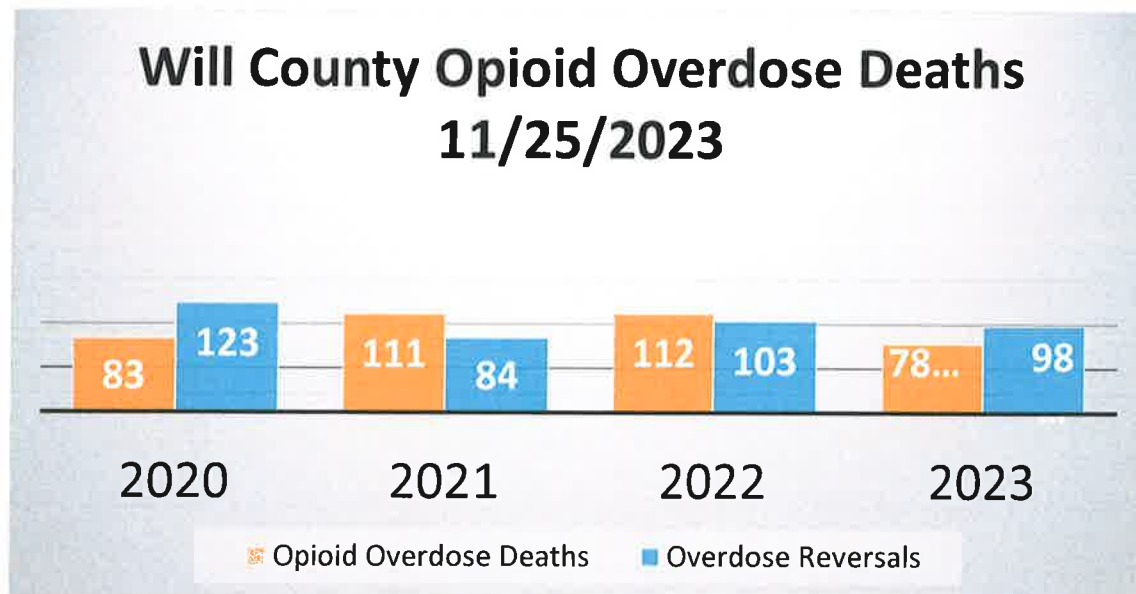
- We continue to interview for one open position in the Child and Adolescent program and 2 openings in MCR.
- Client intake is increasing.
- Referrals continue to come in from the schools.

590 Updates:

- The Engagement Specialist Position has been filled. Tentative start date is 12/11/2023.
- We hope to establish a crisis phone line that will be easy to remember.

Substance Use Initiatives and Substance Use Treatment Program Report:

Summary Totals Per Year	2020	2021	2022	2023 to Date
Opioid Overdose Deaths	83	111	112	78
Overdose Reversals	123	84	51	97
Fentanyl Test Strips	N/A	N/A	1563	1358
Got Naloxone Locations	N/A	243	754	748
Business Locations begin	N/A	N/A	485	643
Naloxone Kits Distributed to the public	3259	4630	6,002	8988
Individuals trained by Dr. Burke	N/A	548	445	650
Micro pantry Distribution	N/A	1469	605	729
Methadone Clinic Distribution	264	450	370	287
Naloxone Plus Program Calls Answered	N/A	4	3	13
Persons Placed in Temporary Housing	N/A	30	8	4
Suicides			56	58
Coroner's last entry 11/20/2023				



Overdose Deaths: Fatal overdose deaths are trending 7% less than last year.

Naloxone Distribution and Rapid Response Team:

- To date 8% increase in Narcan distributed throughout Will County than all of 2022.
- Easter Seals of Joliet staff were trained to use Narcan and now carry it in the field when visiting clients.
- The team participated in 10 different Turkey drives around the county and distributed 72 boxes of Narcan.
- Another successful virtual naloxone training sponsored by the New Lenox Safe Community was held on November 6, 2023. This training is held 4 times per year. We had the largest number of registrations – 166.

Suicide Prevention First Responders Program:

- The second in a series of Mental Health First Aid training classes was delivered on-site at the Will County Health Department on 11/4/23 (8 people attended) and Naloxone was distributed to each attendee. One more training class for calendar year 2023 is scheduled on-site for 12/9/23 with future calendar year 2024 training class dates in process for scheduling.
- Six presentations at local first responder agencies broaching mental health challenges, wellness, reduction of stigma, and lethal means prevention were completed throughout the month.
- The Suicide Prevention First Responder Program participated in the Active Shooter and Wellness Conference for Public Safety members held in Joliet, IL on November 12th – November 15th. Services and programming surrounding the Suicide Prevention First Responder Program was shared with conference participants.

Crisis Intervention Training (CIT):

- We are preparing to submit a bid for CIT. The CIT training program is an in depth, specialized course for officers with at least two years' experience. The five-day course includes presentations by behavioral health specialists, experienced field officers and representatives from regional service providers. Officers will receive training in topics such as mental illness/signs and symptoms, co-occurring disorders, child and adolescent issues, medical conditions and psychotropic medications, and law enforcement response, and legal issues. They will also learn advanced communication and de-escalation techniques.
- The CIT training contractor chosen to provide the 40-hour Crisis Intervention Team Training Basic Program (CIT-B) must be fully approved by the Illinois Law Enforcement Training and Standards Board (ILETSB) to provide training within this specialty area.

The Recovery Community Organization located at 172 S. Chicago St. Joliet, is getting closer to opening. Construction has started and we are working toward a January grand opening.

Commission on Accreditation Rehabilitation Facilities Survey (CARF) Results

**Division of
Behavioral Health Programs**

SEPTEMBER 2023

CARF Surveyors

The survey of Will County Health Department was conducted by the following surveyors:

- ▶ Administrative: Patricia Perez, LCSW, CADC
- ▶ Program: Nancy Dawkins

CARF found that WCHD-DBHP demonstrated the following strengths:

WCHD is committed to the development of behavioral health professionals. American Psychological Association (APA) accreditation was obtained, expanding the organization's workforce to include doctoral-level psychology students. APA accreditation is a testament to the organization's quality clinical work and helps ensure a high level of care for clients.

Strengths – Cont.

WCHD is proactive with workflow improvements. Innovation and departmental collaboration led to the development of the critical incident report (CIR) online system, setting a standard of excellence in health safety practices with documentation, communication, accountability, resolution, and analysis of critical incidents in real time.

Strengths – Cont.

The culture of WCHD is welcoming, enthusiastic, and helpful. Staff members demonstrate dedication to the organization's mission, vision, and core values as evidenced by their determination, empathy, and teamwork.

Strengths – Cont.:

The organizations leadership is driven to achieve best practices, as demonstrated by the forward-thinking design of the main facility that includes mood lighting in offices, unisex bathrooms, a silent alarm system to activate emergency procedures, and the use of technology to streamline workflow.

Strengths – Cont.

The organizations transition to an electronic health record system that integrates health and behavioral services. The best practices employed ultimately elevates access, efficiency, effectiveness, and satisfaction to a higher quality of services.

Strengths - Cont.

Community stakeholders are extremely satisfied with services provided by WCHD. Stakeholders praised staff members for their responsiveness and integrity. The organization has the trust of community stakeholders.

Strengths - Cont.

The organization has updated its handbook so that it is more thorough and more detailed oriented regarding the safety of clients and the organization.

Strengths - Cont.

Staff members feel that there are opportunities within the organization to grow. They feel supported and valued.

Strengths - Cont.

Clients shared that staff members are very helpful in sharing resources and being available to them. One client reported that they do not know how they would have gotten through a difficult time if it had not been for the staff.

Areas Surveyed

Administrative Standards	General Program Standards
Leadership	Program/Service Structure
Strategic Planning	Screening and Access to Services
Input from Persons Served and other stakeholders	Person Centered Planning
Legal Requirements	Transition/Discharge
Financial Planning and Management	Medication Use
Technology	Promoting Nonviolent Practices
Rights of the Person Served	Records of the person served
Accessibility	Quality Records Management
Performance Measurement and Management	Service Delivery Using Information and Communication Technologies
Core Treatment Standards	
Outpatient Mental Health Adult/Child & Adolescent	
Crisis Programs (CP)	

Section 1: Survey Recommendations

Results Administrative

1.F. Financial Planning and Management

Recommendation: As WCHD bills for services provided to clients, it is recommended that a document review of a representative sample of bills of clients be conducted at least quarterly that addresses whether bills are accurate, identify trends, areas needing improvement, and actions to be taken.

Section 1: Survey Recommendations Results Administrative – Cont.

1.I. Workforce Development and Management

Recommendation: It is recommended that the organization's succession planning addresses, at a minimum, its future workforce needs, identification of key positions, identification of the competencies required by key positions, review of talent in the current workforce, identification of workforce readiness, gap analysis, and strategic development.

Section 2: General Program Standards Clinical

2.B. Screening and Access to Services

Recommendation: It is recommended that the organization implement written procedures that define exclusionary in eligibility.

Section 2: General Program Standards Clinical – Cont.

2.E. Medication Use

Recommendation: The organization's documented peer review should also determine whether there was simultaneous use of multiple medications, including polypharmacy and co-pharmacy.

Section 2: General Program Standards Clinical – Cont.

2.H. Quality Records Management

Recommendation: It recommended that the organization demonstrate that the information collected from its records review process is reported to personnel.

Overall Results

- ▶ Earned 3-Year Accreditation
- ▶ Overall best Survey results since 1998.



Will County
Health Department &
Community Health Center

Mary Maragos
CEO, Community Health Center
December 2023

**2023 Community Health Quality
Recognition Badges Awarded**

HRSA recognizes health centers that have made notable achievements in access, quality, health equity, health information technology, and COVID-19 public health emergency response. The Community Health Quality Recognition (CHQR) badges are based on the prior year's Uniform Data System (UDS) data. The Will County Community Health Center was awarded a badge for being a "COVID-19 Public Health Champion!" The COVID-19 Public Health Champion badge recognizes health center contributions to providing critical public health services to health center services during the COVID-19 public health emergency, based on UDS data from the most recent reporting year. The badge is awarded to the top 10% of health centers that provided COVID-19 vaccinations and/or COVID-19 diagnostic testing to the largest proportion of active health center patients.



Request for Approval to Remove a Service from our Scope

As a Federally Qualified Health Center (FQHC), we first need approval from the Governing Council in order to add or change services, hours, or service locations. We also need to ask Health Resources and Services Administration (HRSA) for approval of any changes in services or service sites. In May 2020, our former WCHD Executive Director Susan Olenek was approached by the Americans for Better Hearing Foundation (ABHF) and asked if the WCHD would consider allowing them to provide hearing testing and services at our Community Health Center. An agreement was formed to allow them to provide low-cost hearing testing and hearing aids to our patients. At the time they were informed of the demographics of our patient population. Few of our patients made use of their services, although many were referred to them. The majority of patients were either uninsured or underinsured. After about a year, the ABHF lost their audiologist who was assigned to our health center, and the COVID epidemic ensued. We attempted to reach them to reinstate services but have not received a response from them. Meanwhile their contract expired. The Governing Council gave its approval to withdraw this service from our Scope of Services as we have no suitable replacement at this time. Considering our upcoming HRSA site visit, we want to stay compliant with an up-to-date list of services within our scope.

Strategic Planning

At our December Governing Council meeting, we annually assess our community needs, our services and service sites, and determine our directions for the coming year. This year we examined and discussed the following, in consideration of our strategic goals, objectives, and strategies for 2024:

- 2023 Strategic Plan and outcomes
- Financial indicators: revenue, expenses, accounts receivables, and any anticipated changes for 2024.

- Quality indicators: HRSA and insurance quality indicators, and our results compared to benchmarks and previous years; provider productivity, patient surveys, incident reports and trends.
- Access to care: Will County area Medically Underserved Areas (MUAs), according to the latest published reports from HRSA, and our current service area and service sites in relation to these MUAs. We confirmed that our sites are available and easily/ promptly accessible to the persons in the MUAs. We considered referral sources, patient numbers and visits, and patient visits by location. We considered if there were any barriers to physical access, including transportation. We confirmed that zip codes listed with HRSA as our service area (catchment area) correspond with where our patients actually reside.
- Services: Our current services were compared to the size and needs of the community, new health resources in the community, our current staffing and adequacy in consideration of our budget and resources. Any anticipated staff changes and anticipated new services were discussed for the coming year. The adequacy of providers for primary care, pediatrics, OB/gyn, and dental was also considered.
- National, State, and County wide health statistics and indices, including Will County MAPP assessments, CDC and IDPH reports, and other respected health data sources were discussed. We identified health inequalities regarding population, race, gender, and ethnicity.

Strategic goals, objectives, and strategies were identified and will be further defined and clarified at our January Governing Council meeting.

MMaragos 12/8/23

Jennifer Byrd, MD, FAAFP
CMO, Community Health Center
December 2023

Quality Initiatives:

As we prepare for our HRSA audit in April 2024, we are reviewing our Dental Nitrous Oxide program. This is considered a higher risk program, thus the program protocols were reviewed and updated. These updated protocols and the ongoing quality assurance around this program jibes with the new Nitrous Oxide equipment and special staff training that occurred as well.

The health center lost two (2) Psychiatry providers who were trained to see both adults and children. Due to this shift, the health center was responsible to provide the patients with community resources for other Child Psychiatry providers.



An exhaustive research project was completed, and the patients now have a resource list of community Child & Adolescent Psychiatry providers.

The CQI committee continues to work towards increasing the Colorectal Cancer screening percentages. The latest initiative is to recultivate the plan with our internal Quest lab to assist with outreach to our patients who have not had screenings.

The writer has initiated a "Monthly Photo Quiz" for academic enrichment and education for the providers. These photo quizzes offer a pictorial view of a clinical condition, a quiz question, with an annotated answer. This effort is in an attempt to continue to keep the clinical operation enriched with academic components. Examples are:

Tiny Vesicles and Papules on the Soles of an Infant


Joe Kim, MD, and Neil Jung Kim, MD, PhD. These are vesicles and papules on the soles of an infant.

Large Skin Growth in a Middle-Aged Man

Natalia Lapko, MD, and Fu Li, DO. This is a large, pedunculated, skin-colored, dome-shaped growth on the back of a middle-aged man.

FIGURE 1



Question
Based on the patient's history and physical examination findings, select one of the following as the most likely diagnosis.

- ☐ A. Dermoid cyst
- ☐ B. Dermatoacanthoma
- ☐ C. Fibroepithelial polyp
- ☐ D. Seborrheic keratosis

Infectious Disease Watch:

COVID-19 rates, though overall increased due to it being "sick season", they have not returned to Pandemic levels.

This is now expected given the presence of the COVID vaccination. There is, and always will be, a new variant; it is called BA.2.86.

It is **no more infectious** than any other COVID variant.

Current Epidemiological Data:

- there are a Half Million new cases from January 2023 – November 2023 (world)
- there are 2,400 new deaths from January 2023 – November 2023 (world)
- a grand total of 6 million deaths worldwide since the beginning of the Pandemic

Recommendations:

- vaccinate (ages 6 months and up)
- continue good hygiene practices (hand washing, surface cleaning in public spaces)
- mask if you are immunocompromised (though masking in crowds is still a good idea for all)
- do not go to work or public events when ill.

Current Trend Data (pictorial):



Organizational Culture:

The health center, as of this week, has a new “Meditation Lounge” for our staff.

This lounge is intended for prayer, meditation, breast pumping, etc.

Staffing:

Vacancies & Hires

There is an incredible improvement in our staffing of **Certified Medical Assistants** in the health center.

- **3** open positions (**down from** having **10 open positions** in October 2023)
- 7 CMAs have been **hired**
- 6 of 7 have already started within the two months
- 1 of 7 will start on December 11, 2023
- 3 temps are now in our employ (this is down from 5 temps in October 2023)

Behavioral Health Manager

- **hired** since last report, starts on January 8, 2024

L.P.N.

- 1 open position
- 1 **hired** since the last report, starts on December 11, 2023

Family Medicine Physician

- 1 open position
- No current applicants

Family Medicine APRNs

- 2 **hired** since the last report, both have started (one in September 2023, and one in November 2023)

Behavioral Health APRNs

- 2 **hired** since the last report, one will start on January 8, 2024, and one will start on January 21, 2023

Psychiatry MD

- **hired** since last report, starting on January 22, 2024

Sean Conners
Director, Environmental Health
December 2023

FOOD PROGRAM

1. On November 24, Pacific Trellis initiated a recall of whole fresh cantaloupes distributed between October 18 - 26 in California, Illinois, Oklahoma, Texas, and Wisconsin, and sold in various retail supermarkets. As of November 24, 2023, CDC reported 99 Salmonella cases from 32 states, 45 hospitalizations, and 2 deaths. Illinois is listed as a state that has between 4 to 5 cases with no deaths currently.
2. The HMC Group Marketing, Inc., which does business as HMC Farms, is voluntarily recalling peaches, plums and nectarines sold in retail stores between May 1 and November 15, 2022, and between May 1 and November 15, 2023. The fruit is being recalled because it has the potential to be contaminated with *Listeria monocytogenes*. The recalled fruit was distributed nationwide and sold at retail stores as individual pieces of fruit at retail between May 1 and November 15, 2022, and between May 1 and November 15, 2023. Although the recalled fruit is no longer available in retail stores, consumers may have frozen the recalled fruit at home for later use. Consumers are urged to check their freezers for the recalled fruit, not consume it, and discard it.
3. The City of Evanston's Health and Human Services Department has verified that an estimated 60 individuals fell ill with norovirus after eating at Big Wig Tacos & Burritos at 950 Church St. on Nov. 18. Both the city and the restaurant have yet to identify the official source of the outbreak. The facility closed for three days to deep clean its whole kitchen and all its equipment. The restaurant and the City of Evanston's Health and Human Services Department continue to investigate this issue.

EH LAB / WATER PROGRAM / SEWAGE

1. The EH Lab is currently in their third round of IMS sampling for 2023 indicating they have met their goal of two rounds of sampling for the fiscal year. The EH Lab ran 6,652 more samples in fiscal year 2023 than they did in fiscal year 2022.
2. The Water Program saw a slight decrease in activity compared to the previous month, but a slight increase in payments. This is reflected in a difference in payments received in October 2023 (\$8,667.00) compared to November 2023 (\$9,754.00).
3. The Sewage Program collected \$8,800 in fees for the month of November 2023 compared to \$11,190 for the month of October 2023. The EH Division has increased the collection activity for past due IMS Permit to Discharge fees and the EH division collected \$6,540.00 in the month of November 2023.

OTHER

- The EH Division's billing season has officially started and the annual food permit invoices, approximately 2,500 facilities, have been sent out as well as the IMS permit to discharge invoices, approximately 3500 units.
- The EH Division had the opportunity to present holiday food safety tips on WJOL with hosts Scott Slocum & Monica DeSantis.
- The EH Division sold five radon test kits this month.
- The Will County Health Department EH division received and processed thirty-eight Freedom of Information Requests (FOIA) in the month of November.

WOMEN, INFANTS, CHILDREN SUPPLEMENTAL NUTRITION PROGRAM (WIC)

The mission of the WIC program is to assure healthy pregnancies and birth outcomes, and healthy growth and development for women, infants, and children up to age 5 who are at nutrition risk by providing nutritious foods to supplement diet, information and education on healthy eating, and referrals to health care and critical social services.

The WIC program started as a pilot program in 1972 and opened the first WIC clinic in 1974 over a growing concern of malnutrition among poverty-stricken mothers and young children. This year WIC celebrates their 50-year history and has grown to 1,900 local agencies and 10,000 WIC clinics in America. Numerous studies have shown WIC to be effective in the following health outcomes:

- reduction of premature births,
- reduction of low and very low birth weight infants,
- increased access to prenatal care earlier in pregnancy,
- reduction of rates of low iron anemia,
- increased women's consumption of key nutrients such as iron, protein, calcium, and vitamins A & C
- improved overall diet quality and access to regular health care,
- increased breastfeeding rates among participants, and
- increased immunization rates.

A United States Department of Agriculture (USDA) report found that for each dollar spent on pregnant women, WIC produces Medicaid savings between \$1.92 - \$4.21 for newborns and their mothers.

The Will County Health Department WIC program consists of 3 clinics, a caseload of over 8,700, and 28 staff, consisting of clerks, dietitians, nutritionists, lactation counselors, an international board-certified lactation consultant, nurses, and managers. Clients first point of contact is with our clerical staff, and therefore they play a critical role in setting the stage for a client's WIC experience and expectations. Once the clerk registers and verifies eligibility, clients will meet with a nutritionist or nurse to assess risk factors. This is done by obtaining height, weight, hemoglobin, and discussing health and dietary status. Once the assessment is completed, clients will receive counseling on their health risks, referrals for any needed services, education on WIC Foods, and how to use the electronic benefits transfer (EBT) card. Clients receive quarterly education contacts coinciding with food benefit issuance.

We are very proud of our WIC team who are dedicated, resourceful, and provide excellent customer service to our clients as noted in the many positive comments we receive from the Will County Health Department client satisfaction survey and the annual WIC client survey. A new client recently told us "I was hesitant to apply to WIC because of what I had heard about such programs. My father came with me to my first appointment, and everyone was so welcoming. I felt valued and listened to and received much helpful information. A week after my appointment I received a follow up call from staff to see if I

had any questions or problems using the WIC benefits. I couldn't believe that! I wish I had known about the program sooner".

In addition to WIC program requirements, we are always looking for ways to improve services and support our clients. This Christmas, staff voted to "adopt" the teen mothers from Joliet High Schools to show our support for them continuing their education as new, young mothers. Staff are contributing to provide Christmas gifts for all 10 mothers and their infants. We look forward to another year of growth and quality service to our Will County community.

IMMUNIZATIONS CLINIC AND TRAVEL CLINIC

November 30, 2023, marks the end of the first year of our Homebound Immunization Program. In December 2022, the Immunization Program officially began offering all of the recommended adult vaccinations to any person, in Will County, who is homebound due to a medical reason. The need for a full homebound immunization program became evident in 2022, when the Immunization Program provided home visits for COVID vaccinations and many of the clients also requested other vaccines to be given at the same time. In December 2023, the Immunization Program opened up the availability for all recommended vaccines to homebound clients. In FY2023, WCHD Homebound Immunization Program has visited 199 people in their homes and provided 273 vaccinations, including 126 COVID, 55 Flu, 30 Pneumonia, 56 Shingles, 3 Tdap and 3 Respiratory Syncytial Virus (RSV) vaccines.

In addition, the Homebound Immunization staff have held 27 on-site clinics at senior housing developments, Food Pantries, and events for persons with special needs. Senior housing sites in Bolingbrook, University Park, and Joliet, were provided 16 on-site clinics, offering COVID, Shingles or Flu shots. COVID Clinics were also offered at food pantry locations at River Walk, Sacred Heart Church, National Hook-up for Black Women, Fairmont Community Center, and Southwest Suburban Immigration Project's Mexican Consulate event. Two Flu clinics were provided to a special needs group in Romeoville.

Travel Clinic services have doubled in FY2023 compared to FY2022. There were 250 client visits and 293 travel vaccines given in 2023 compared to 120 client visits with 156 travel shots given in 2022.

The number of Flu shots given in FY2023 has also increased from 569 in FY2022 to 775 in FY2023. WCHD Immunizations Clinics have seen an overall increase at each clinic location. In Joliet, there were 2920 client visits in FY2023 compared to 2451 in FY2022. In addition, the Joliet Immunization Clinic continues to offer COVID vaccine appointments. Although the demand for COVID vaccinations is down, an additional 805 client visits for COVID vaccinations were provided in Joliet Immunization Clinic in FY2023. At Bolingbrook Immunization Clinic, there were 354 client visits in FY2023, compared to 173 in FY2022, and at Monee Immunization Clinic, there were 121 client visits in FY2023, compared to 73 in FY2022.

In September 2023, the COVID vaccine distribution system totally changed from government-provided to commercially obtained. The necessity to purchase COVID vaccine also brought on the need to seek reimbursement for the vaccines administered. WCHD began to bill Medicaid, Medicare, and a very limited Blue Cross Blue Shield (BCBS) PPO private insurance for COVID vaccine. WCHD also enrolled in the Bridge Program in which the government provides free COVID vaccine for uninsured and underinsured adults only. The Vaccines For Children (VFC) Program also began to provide free COVID vaccine to eligible children. VFC eligibility includes children through the age of 18 years with Medicaid, no insurance or insurance that does not cover the shot(s).

The new RSV vaccine for adults, 60 years old and older and pregnant women is now available at WCHD. Clients must bring in a written order from their doctor to receive the vaccine. At this time, the RSV vaccine is covered by Medicaid, Medicare Part D, and most insurance (including BCBS PPO, which we accept). It has also recently become available through the 317 Program for uninsured and underinsured adults.

In September and October 2023, five Immunization Program nurses attended the Illinois Chapter of the American Academy of Pediatrics (ICAAP) Vaccines For Children Summit in either Elgin or Des Plaines. Attendance at this program provided each nurse with the required annual training for the VFC Program and 5 Continuing Educational Units.

In November, Karen Sitar-Nawa was promoted to Immunization Program Manager and Back-up Vaccine Coordinator! We are very happy to have Karen's expertise in this much needed position!



Katie Weber
Program Coordinator, Emergency Preparedness & Response
December 2023

EP&R Program

- Staff conducted a Closed POD call down drill on November 20th. There is still a need for updates to some of the agency contacts and progress is being made towards a full update.
- Robin our Administrative Clerk has retired. Interviews for her replacement have begun and hope to have a replacement to start the new year.
- Meetings with the Mier Group have begun. Steve Mier and his team are meeting with different programs in order to make updates to our Emergency Operations Plan (EOP). A finalized plan should be ready around the end of February.

BioWatch Updates

- No Updates

COVID Tests

- During the month of October, there have been 4 requests for COVID tests from 4 different agencies through our program.
- We ordered and received more tests from the state in November.
- We currently have 576 Binax tests on hand.

Medical Reserve Corps (MRC)

- Medical Reserve Corps of Illinois (state level) hosted the first of multiple trainings across the state which included Will County (Bolingbrook) on November 15th. Sixteen WCHD MRC volunteers attended the all day training.
- Four MRC volunteers registered for the Mental Health First Aid training hosted by Will County Health Department Behavioral Health division in November and 2 have registered for the Mental Health First Aid training in December.

MEDIA SERVICES

DECEMBER 2023



MONTHLY REPORT

KEVIN JUDAY, MANAGER

- Media Services wrote and distributed a press release on food safety at the Holidays.
- Media Services arranged for WJOL to interview Sean Conners, Director of Environmental Health, during Thanksgiving Week to discuss food safety at the Holidays.
- The Media Services Manager attended and completed a three-day FEMA course for Public Information Officers that was offered in Lake County. The course was taught by Kevin Sur, Director of Communications/PIO for the Illinois Emergency Management agency, Dan Shulman, FEMA's Region 5 Senior External Communications specialist and Siobhan Johnson, Special Agent and PIO for the FBI. The course covered an array of topics, including emergency communication methods and mock on-camera TV interviews and mock press conferences.
- Media Services met with the new 590 Crisis Care coordinator and designed promotional flyers for the program.
- Media Services made a push around the Thanksgiving holiday to promote our insurance enrollment counselors at the Community Health Center during the current marketplace open enrollment period.
- In addition to continuing to promote our own services on social media, Media Services also used social media to promote awareness and knowledge of Lung Cancer Awareness Month, Antibiotics Awareness Week and the Great American Smokeout.

SOCIAL MEDIA

November 1-30



38
posts

999
engagements

215
reactions

33,170
impressions



31
posts

42
engagements

5
reactions

3,302
impressions



38
posts

35
engagements

31
reactions

725
impressions

FOR IMMEDIATE RELEASE

November 21, 2023

WILL COUNTY HEALTH DEPARTMENT & IDPH REMIND RESIDENTS TO PREVENT FOODBORNE ILLNESSES AT THE HOLIDAYS

JOLIET, Ill. – With Thanksgiving just days away, the Will County Health Department and the Illinois Department of Public Health (IDPH) are reminding Will County residents to take precautions this holiday season to protect everyone from foodborne illnesses.

Every year, the CDC estimates that 48 million people get sick from a foodborne illness, 128,000 are hospitalized and 3,000 pass away. Typical symptoms of foodborne illness include vomiting, diarrhea, and flu-like symptoms, which can start anywhere from hours to days after consuming contaminated food or drinks. Symptoms can last anywhere from a few hours to a few days. It is important to stay hydrated when you have diarrhea and vomiting. Those at risk of more severe and even life-threatening foodborne illness include older adults, infants, young children, pregnant women, and people with weakened immune systems. If you become severely ill, or if you are at risk for more severe disease, seek care from a medical provider to ensure a proper diagnosis and appropriate illness management.

"All of us at IDPH wish our fellow Illinoisans a happy, festive and safe Thanksgiving holiday weekend," said IDPH Director Sameer Vohra. "As we enjoy food, family, and friends, I want to remind everybody that we can prevent unhappy holiday outcomes by following proven food safety guidelines such as thawing frozen turkeys in the fridge and making sure the turkey and stuffing are thoroughly cooked to a safe temperature of 165° Fahrenheit."

When it comes to food safety, the CDC offers valuable advice on how to safely cook a turkey and avoid serious foodborne illnesses such as Salmonella. The first step is to safely thaw the bird. When turkey begins to thaw, any bacteria that may have been present before freezing can begin to grow again. This is why food safety experts recommend thawing turkeys in the refrigerator. It takes about 24 hours for every five pounds of turkey to thaw in the refrigerator, so it can take three days to thaw a 15-pound bird. If you don't have time to use the refrigerator, you can do it in a sink of cold water (change water every 30 minutes), or in the microwave. Never thaw your turkey by leaving it out on the counter.

After your turkey is thawed, there are four main steps for food safety:

- **Clean** – Wash your hands with soap and water before, during, and after preparing your food, especially before and after handling turkey.
- **Separate** – Raw turkey and its juice can contaminate anything they touch. Be sure to handle your turkey correctly to prevent harmful germs from spreading to other food or to your family

NEWS release


Media Inquiries:

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Will County Public Health dates back to 1942 when \$50,000 was allocated for local Environmental Health, Maternal-Child Health, and Infectious Disease Control initiatives. In 1940, roughly 115,000 people called Will County home; in 2020, nearly 700,000 do. Today Will County Health Department strives to bring its vision—to deliver sustainable programs and policies in response to the public health needs of the community—to all of the people of Will County.



 815.727.8670

 willcountyhealth.org

 WillCoHealth

 WillCoHealth

 WillCoHealth

and friends. Use one cutting board for raw turkey and a separate cutting board for produce, bread, and other foods that won't be cooked. Wash cutting boards, utensils, dishes, and countertops with hot soapy water after preparing raw turkey and before you prepare the next item.

- Cook** – Use a food thermometer to check if the turkey and stuffing have reached a safe internal temperature of 165° F. Take the temperature in three places – the thickest part of the breast, the innermost part of the thigh, and the innermost part of the wing. For stuffing, make sure the stuffing's center reaches 165°F.

- Chill** – Do not leave foods at room temperature more than two hours. After you are done eating, divide the remaining food into small containers and either refrigerate or freeze. Leftovers are safe in the refrigerator for up to four days. Reheat all leftovers to at least 165° F before serving or eating.

The CDC's food safety website can be found at www.cdc.gov/foodsafety

More information on food safety during the holidays can be found on the IDPH website at: <https://dph.illinois.gov/topics-services/food-safety/holidays.html>.

###



RESPECT
INTEGRITY
PROFESSIONALISM
QUALITY
DEDICATION

**WILL COUNTY HEALTH DEPARTMENT
BOARD OF HEALTH REPORT
12/2023
December 2023
Stats**

Behavioral Health Statistics for 11/1/2023 - 11/30/2023		Month of November 2023	CFY 2023	CFY 2022
Child and Adolescent (C&A) Mental Health Programs	C&A Psychiatric Services			
	129		2,148	2,329
	C&A Orientation Services			
	36		417	226
	School Services			
	347		2,666	1,226
	C&A Services			
Joliet Office	268		2,841	2,039
Northern Branch Office	106		805	433
Virtual Visits	117		1,856	2,564
Eastern Branch Office	0		8	0
Off Site	291		3,063	2,219
Screening Assessment and Support Services/Mobile Crisis Response *Effective October 1st the SASS Program has been renamed to Mobile Crisis Response and now includes individuals of all ages	Mobile Crisis Response Screenings			
	262		3,162	2,722
ICC (Intensive Care Coordination)/FSP(Family Support Program) *Effective October 1st the ICC Program name changed to Family Support Services (FSP)	Mobile Crisis Response Counseling Services			
	232		3,486	4,213
Adult Mental Health Programs	FSP Services			
	7		351	407
	Adult Psychiatric Services			
	Terminated Program 7/2016			
	Adult Orientation Services			
	19		321	248
	Adult Services			
Joliet Office	341		2,829	1,845
Northern Branch Office	78		480	178
Virtual Visits	120		2,584	5,823
Eastern Branch Office	13		96	52
Off Site	345		4,139	3,024

WILL COUNTY COMMUNITY HEALTH CENTER - Patients and Visits CY2023 as of Nov. 28, 2023																						
											As of 10-31-23	As of 10-31-22										
	2023	2023	2023	2023	2023	2023	2022	2023	2022	2022	2023	2022	2023	2022	2023	2023	2023	2023	2023	2023	2023	2022
	Joliet	NBO	EBO	SBHC Visits	Mobile Unit	Total Clinic Visits	Clinic Visits	Virtual Visits	Virtual Visits	SBHC Visits	Hospital Visits	Hospital Visits	All Visits	All Visits	Joliet patients	NBO patients	EBO patients	SBHC patients	Mobile Unit Patients	Total Patients	Patients	
Family Physicians	380					380	457	6	52				386	509						160	190	
Internists	106					106	174	0	0				106	0						64	78	
Obstetrician/Gynecologists	7967					7967	8314	0	1				7967	8315						2646	2902	
Pediatricians	2828			28		2856	2507	178	327	0			3034	2834				28		1748	1625	
Total Physicians	11281			28		11309	11452	184	380				11493	11832				28		4618	4795	
Nurse Practitioners	8800	117	21	222		9160	8587	2025	2036	0			11185	10623				201		4905	4819	
Certified Nurse Midwives	434					434	430	0	0				434	430						309	242	
Total NPs and CNMs	9234	117	21	222		9594	9017	2025	2036				11619	11053				201		5214	5061	
Nurses	19					19	426	1	1				20	427						18	366	
Total Medical	20534	117	21	250		20922	20895	2210	2417				23132	23312				229		8634*	8605 *	
Dentists	5676				1	5677	5033	0	0				5677	5033	2916				1	2917	2530	
Dental Hygienists	473				187	660	421	0	0				660	421	393				172	565	382	
Dental Therapists																						
Total Dental Services						6337	5454	0	0				6337	5454	3309				173	3482	2912	
Psychiatrists	803	316	18			1137	1270	2303	2683				3440	3953						692	778	
Mental Health - Physicians other than Psychiatrists	347					347	356	10	3				357	359						309	310	
Mental Health Nurse Practitioner	2999	28				3027	2187	564	636				3586	2823						1371	1269	
Licensed Clinical Psychologists	0					0	1	847	974				847	975						353	415	
Licensed Clinical Social Workers	0					0	12	0	0				0	12						0	12	
Other Licensed Mental Health Providers	1097					1097	1076	74	476				1171	1552						351	418	
Other Mental Health Staff																						
Total Mental Health						5608	4902	3798	4772				9401	9674						3076	3202	
Substance Abuse Services	1476	69	2			1547	1399	824	1134				2371	2533						765	803	
Other Professional Services																						
Optometrists	381					381	510	0	0				369	510						376	487	
Case Managers	1					1	3	0	0				1	3						1	3	
Patient/Community Education Specialists						0	0	0	0				0	0						0	0	
Total Enabling Services						1	3	0	0				1	3						1	3	
Obstetrical Deliveries											352	310										
Circumcisions											75	57										
Gyne Admissions including surgeries											59	84										
Hospital Visits (ER & Admissions)											333	392										
Dr. Flores' Newborn visits											76	58										
TOTALS											895	901	41611	41486								
Unduplicated patients Year to date																				11,425	10988	
* = Unduplicated																						

DECEMBER 2023-DIVISIONAL STATISTICS REPORT				
ENVIRONMENTAL HEALTH		Nov-23	FY23 YTD	FY22 YTD
Food Program Activities		758	8454	9504
Water Program Activities		102	1412	1528
Sewage Program Activities		82	802	1080
Other Program Activities (beaches, tanning facilities, etc.)		1111	10522	10631
Aerobic Treatment Plant Samples		569	3629	4580
Number of Service Requests		22	323	377
Number of Complaints		59	676	631
Number of Well Permits		15	141	123
Number of Septic Permits		13	190	189
Number of Lab Samples Analyzed by EH Lab		2470	32465	25813
TOTAL		5,201	58,614	54,456
OFFICE OF VITAL RECORDS		Nov-23	FY23 YTD	FY22 YTD
Births Recorded		370	4,460	4,445
Deaths Recorded		374	4,572	5,000

Family Health Services Monthly Board of Health Report													
	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Total
APORS High Risk Birth caseload	58	62	79	79	83	106	114	103	103	103	103	121	1114
Better Birth Outcomes caseload	77	74	59	58	51	54	64	59	60	55	59	54	724
High Risk Medical Case Mgmt. caseload	292	300	299	302	308	298	285	287	264	267	267	268	3437
HealthWorks Lead Agency new wards	14	8	7	34	19	21	16	12	20	36	32	16	235
HealthWorks Lead Agency Medical Case Mgmt. caseload	755	755	736	746	751	742	726	736	700	713	707	716	8783
WIC caseload	8685	8686	8677	8930	8929	8931	8944	8891	8881	8774	8739	8727	105794
# students ages 11-19 served-TPP	163	0	237	370	418	140	0	NA	NA	NA	NA	NA	1328
# non-compliant businesses-SFIA	4	13	3	4	5	1	2	0	2	25	2	7	68
# partners provided technical assistance with developing tobacco policy	4	2	1	2	4	1	0	0	0	0	0	0	14
# clients immunized	207	219	171	219	224	216	265	357	569	253	448	248	3396
# travel clients immunized	19	24	9	34	16	42	33	21	9	29	27	30	293
# influenza vaccinations	78	43	18	42	15	15	12	0	0	226	157	169	775
# chlamydia cases	210	201	165	151	115	146	194	145	231	154	173	121	2006
# gonorrhea cases	40	46	29	35	43	21	47	46	75	41	51	20	494
# syphilis investigations	63	57	72	47	38	54	42	59	31	62	63	61	649
# HIV tests performed	14	13	21	11	24	18	20	28	31	17	24	25	246
# new child lead cases	2	1	1	2	5	1	5	0	9	0	NA	NA	26
# vision screenings	625	715	2021	1927	1277	NA	NA	NA	NA	NA	NA	NA	6565
# hearing screenings	919	1233	1201	1295	1601	NA	NA	NA	NA	NA	NA	NA	6249
# CD investigations	5613	3489	2914	2398	1406	993	632	841	1524	1673	1462	2394	25339

**WILL COUNTY BOARD OF HEALTH
RESOLUTION #23-71**

**RESOLUTION OF THE WILL COUNTY BOARD OF HEALTH
WILL COUNTY, ILLINOIS**

**APPROVAL TO ENTER INTO A STAFFING AGREEMENT WITH KELLY SERVICES,
INC FOR THE ASSIGNMENT OF TEMPORARY STAFF- NOT TO EXCEED \$20,000**

WHEREAS, the Will County Board of Health approved the Kelly Services, Inc. Customer Services Agreement to provide temporary staffing services on an as needed basis on April 20, 2023; and

WHEREAS, Will County Health Department requires temporary staffing to support program operations; and

WHEREAS, the Agency agrees to pay in accordance with pricing as presented in the attached Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, the Will County Board of Health hereby approves the agreement from December 1, 2023 through November 30, 2024 with Kelly Services, Inc. in the amount not to exceed \$20,000.

DATED THIS 20th day of December, 2023.

Billie Terrell, Ph.D., ACSW, President
Will County Board of Health



EXHIBIT A PRICING AND SCREENING

Note: This Exhibit A is being used only to address pricing and screening requirements. It is not to be used as a standalone contract and does not modify any contractual terms agreed to in the Customer Services Agreement.

Customer and Kelly representative **must** initial the bottom of all pages of this Exhibit.

This Exhibit A is incorporated and made part of the Customer Services Agreement between Kelly Services, Inc. and Will County Health Department ("Agreement"). The pricing in Exhibit A is confidential and proprietary to Kelly. Customer agrees not to disclose the contents of Exhibit A to persons or entities not party to the Agreement without Kelly's written permission.

1. **TERM.** The pricing in this Exhibit A shall be effective for work performed from 12/1/2023 until 12/31/2024 unless either (i) terminated, pursuant to the terms of the Agreement, or (ii) amended by the parties in writing.

2. **LOCATION(S).** The Customer locations to be served are as follows:

501 Ella Avenue
Joliet, IL 60443

3. PRICING.

COSTS FOR ASSIGNED EMPLOYEES

Job Title	Bill Rate/Mark-Up
Office Clerical	1.49 mark up For Example: \$20.00/hr pay rate x 1.49 mark up = \$29.80 Bill Rate
Professional Roles	1.49 mark up For Example: \$25.00/hr payrate x 1.49 mark up = \$37.25 Bill Rate

4. SHOW UP TIME.

When Customer cancels an Assigned Employee's assignment due to reasons not related to the employee's performance, if Kelly is required to pay such Assigned Employees "show up time", Kelly will invoice Customer for such time up to four (4) hours.

5. GUARANTEE

Kelly guarantees that the Assigned Employees will satisfactorily perform the work in accordance with the terms of the applicable order. Upon written notice from Customer to Kelly of unsatisfactory performance during an Assigned Employee's first sixteen (16) working hours, Kelly will credit charges for up to sixteen (16) hours of such Assigned Employee's work and furnish a replacement as soon as practicable. Notice of unsatisfactory performance after an

Kelly Services, Inc. _____

e1573 Revised September 2023

Customer _____

Assigned Employee's initial sixteen (16) hours will be addressed by the parties; however, fees for such work are due and are not refundable. The parties acknowledge and agree that this remedy is intended to be the sole and exclusive remedy of the Customer under this Section.

6. PRICING FOR CONVERSION OF ASSIGNED EMPLOYEES.

Customer agrees to pay the conversion fees below upon the conversion of an Assigned Employee from Kelly's employment to Customer's employment. The conversion fee is based on the annualized salary (2,080 hours) of the converted employee. Multiply the assigned employee's hourly pay rate by 2,080 to determine the annualized salary.

Hours Worked on Assignment	% of Annualized Salary/Conversion Fee
1 -200 hours worked	20%
201 – 350 hours worked	15%
351-500 hours worked	10%
520+ hours worked	5%

7. TRANSITION OF ASSIGNED EMPLOYEES

Kelly's services are provided at great expense and with tremendous investment of time and training by Kelly. In consideration thereof, during the term of this Agreement and for the twelve (12) month period immediately following the period for which an Assigned Employee last performed services for Customer under this Agreement, Customer shall not directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor or otherwise, solicit, participate in or promote the solicitation of such Assigned Employee to leave the employ of Kelly, or hire or engage such Assigned Employee. If any Assigned Employee provided by Kelly to Customer is engaged by Customer to perform services, either directly or indirectly, within twelve (12) months of that Assigned Employee's last day of work at Customer through Kelly, Customer will pay Kelly, as liquidated damages, an amount equal to twenty percent (20%) of the Assigned Employee's first year of compensation, including bonuses with Customer, unless Assigned Employee is a Customer recruited Assigned Employee and was placed on Kelly's payroll through Customer. This does not preclude Customer from (i) engaging in general recruitment through public advertisements or job postings, so long as an employee of Kelly is not specifically targeted in such recruitment effort, or (ii) hiring persons who directly approach them for employment as a result of generalized recruiting activities.

Notwithstanding the above, if Assigned Employee has completed the minimum assignment duration at Customer for Kelly pursuant to this Exhibit A, and at Kelly's sole discretion, there will be no fee for directly hiring an Assigned Employee.

8. SCREENING REQUIREMENTS.

The following background/drug screens shall be performed on Assigned Employees prior to being placed at Customer location(s):

Type	Sub-Type
7 year Criminal County – Felonies and Misdemeanors	All provided and developed counties of residence

Kelly Services, Inc. _____

e1573 Revised September 2023

Customer _____

Social Security Number Trace	
------------------------------	--

Kelly Services, Inc. _____

e1573 Revised September 2023

Customer _____



CUSTOMER SERVICES AGREEMENT

This Agreement is between Will County Health Department ("Customer") and Kelly Services, Inc. ("Kelly") regarding the provision of its assigned employees ("Assigned Employees") and related staffing services by Kelly to Customer.

1. **Kelly Guarantee.** Kelly guarantees that Assigned Employees it places with Customer will satisfactorily perform the services ordered by Customer. If not, Kelly will, upon reasonable notice from Customer, cancel charges for unsatisfactory services and furnish a replacement as soon as possible.
2. **Placement of Assigned Employees.** Customer will place orders with Kelly describing type of work requested, specific duties to be performed, skills required, and any other requirements. Kelly will place Assigned Employees to perform services that Customer requests under Customer's operational supervision at the location(s) and at the rates in attached Exhibit A.
3. **Employment Relationship with Assigned Employees.** As the provider of staffing services, Kelly will be the employer of Assigned Employees, and will be responsible for the staffing services listed below. As the recipient of such staffing services, Customer will be responsible for controlling the environment in which Assigned Employees perform their work, the details of their work, and their work product, and for the business-related responsibilities below. Customer acknowledges that it is the responsibility of Kelly to attend to any disciplinary or performance management concerns affecting its Assigned Employees and Customer shall assume all liability in the event Customer takes actions that are Kelly responsibilities as defined in this Section 3.

A. **Kelly's Responsibilities.** Kelly will:

1. Recruit, select, and hire Assigned Employees;
2. Place Assigned Employees according to Customer's requirements;
3. Pay Kelly Assigned Employees the wages and provide the benefits that Kelly offers to them as its employees;
4. Pay or withhold payroll taxes (e.g., FICA) and insurance premiums (e.g., Medicare) and fulfill its obligations for unemployment compensation (e.g., FUTA, SUTA);
5. Provide workers' compensation benefits and coverage for Assigned Employees;
6. Maintain Assigned Employees' personnel and payroll records related to their employment by Kelly;
7. Comply with laws, rules or regulations applicable to providers of staffing services;
8. Comply with the Patient Protection and Affordable Care Act ("Affordable Care Act") and its regulations, as applicable, and have established internal procedures for reviewing and maintaining its compliance with the Affordable Care Act;
9. Require Assigned Employees to agree in writing to protect confidentiality of Customer's proprietary information;
10. Require Assigned Employees to execute agreements that Customer requests with regard to intellectual property developed by them in performance of their work for Customer;
11. Require Assigned Employees to acknowledge in writing that they have no right to participate in Customer's employee benefit plans;
12. Require Assigned Employees to comply with all rules and policies of Customer (e.g., those relating to premises access and security);
13. Make legally required employment law disclosures to Assigned Employees;
14. Provide Assigned Employees of diverse race, gender, ethnicity, and background; and,
15. Require Assigned Employees to follow patient confidentiality status and comply with all federal and state laws regarding the confidentiality of patient records, including but not limited to HIPAA.

B. **Customer's Responsibilities.** Customer will:

1. Provide Assigned Employees with a safe and suitable workplace that complies with all applicable safety and health standards, statutes, and ordinances (including all site-specific training related to the chemical, physical, and biological hazards in the workplace), and provide all required information and safety equipment applicable to Assigned Employee's placement and prompt notice of:
 - a) any injury suffered by an Assigned Employee (and adhere to OSHA recordkeeping requirements) and, whenever possible, extend a return to work/limited duty position to Assigned Employees who have job-related restrictions resulting from occupational injuries or illnesses occurring on Customer's premises at a potentially, mutually agreeable discounted rate;
 - b) when an Assigned Employee's assignment requires termination; and,
 - c) if Customer wishes to hire an Assigned Employee.

2. Use Assigned Employees only in assignments that match the job descriptions for which Kelly places them;
 3. Provide adequate internal controls, supervision, and instructions for Assigned Employees, and be responsible for their conduct when they are required to handle cash, confidential or credit card information, trade secrets, valuables, or similar property;
 4. Be responsible for use of any vehicle and their contents, powered mobile equipment or Customer issued property used by Assigned Employees in connection with an order, except for workers' compensation claims of Assigned Employees;
 5. Provide a D0254 (Contract Security Classification Specification form) to Kelly for any orders in which a security clearance is required for Assigned Employees to perform job duties and a new D0254 in the event any job duties change or our Assigned Employee is required to work on a different project;
 6. Upon request, provide Kelly with information in its possession relating to any Assigned Employee, including, but not limited to, Customer timekeeping systems or other records;
 7. Be responsible for the conduct of its own officers, employees, and agents; and
 8. Comply with duties imposed on the recipient of staffing services by law, rule, or regulation, including:
 - a) providing Assigned Employees with suitable seating where required by law;
 - b) providing Kelly with adequate information regarding work by any Assigned Employee that is subject to the Service Contract Act; and,
 - c) using a timekeeping system that (i) complies with applicable federal and state legal requirements and (ii) accurately records in and out times and unpaid breaks of the Assigned Employees.
4. **Insurance Including Workers' Compensation Coverage.** Kelly will maintain during the term of this Agreement at least the following types and limits of insurance or other coverage:
- A. Workers' compensation on the Assigned Employees, in amounts no less than required by law;
 - B. Employer's liability insurance with a limit of \$1,000,000;
 - C. Commercial automobile liability insurance with a \$1,000,000 combined single limit on vehicles owned, leased, or rented by Kelly;
 - D. Commercial General Liability insurance, including bodily injury, contractual liability, and property damage, with a \$1,000,000 combined single limit per occurrence; and
 - E. Commercial blanket bond/ (Crime/Fidelity bond) with limits of \$3,000,000 per occurrence. Kelly will provide Customer with certificates of this insurance coverage, upon request.
5. **Billing.**
- A. **Invoices.** Kelly will invoice Customer each week for all "Hours Worked" (as defined by the Fair Labor Standards Act of 1938 and applicable state law) by Assigned Employees at agreed-upon hourly bill rates. Exhibit A lists the rates Kelly will invoice Customer (and any reimbursable expenses). If the Customer's rates are not set out in Exhibit A, Kelly and Customer will agree on rates at the time of an order, which Kelly will record electronically in its systems. Kelly will add to Customer's invoices as a separate line item: i) any sales or use taxes that apply; and, ii) all costs and administrative fees associated with required background and drug screening or a flat rate as noted in Pricing Exhibit A. The services billed may be provided by Kelly Services Global, LLC or Kelly Services USA, LLC, affiliates of Kelly, or third-party staffing providers (collectively, "Staffing Providers"). Kelly is acting solely as a collection agent on behalf of the Staffing Providers in such cases and bears no liability, except as that of collection agent to the Staffing Providers or their customers. Under the reimbursement arrangement between Kelly and Customer, Customer will reimburse Kelly for expenses of Assigned Employees, including meals and entertainment subject to the fifty percent (50%) deduction limitation of Internal Revenue Code Section 274(n), and Customer is subject to the limitation of Code Section 274(n).
 - B. **Adjustments.** Upon thirty (30) days' prior written notice, Customer agrees that pricing will be adjusted by Kelly annually and, additionally, to reflect increases in wage and related tax, benefit and other costs as the result of any legislative change, agency guidance or determination, order or action, by or under any applicable governmental authority, insurance or benefit program (including but not limited to, increases in costs for Kelly to comply with the provisions of recent laws or related guidance). Adjustments will be applied as of the effective date of the increased tax, benefit, or cost. Kelly will also adjust pricing for changes in sales, use, or gross receipts taxes. Such increases will be applied retroactively, if necessary. In addition, Customer agrees to be responsible for any adjustments to wages or benefits required relating to work performed subject to the Service Contract Act. Pricing is based on the parties' understanding or Customer's representations with respect to (i) volume, (ii) business mix, (iii) lengths and types of assignments, and (iv) use of standard electronic reports, payment methods, and delivery systems. Customer acknowledges and agrees that to the extent these assumptions change, Kelly may modify pricing upon 30 days' notice to Customer.
 - C. **Overtime.** Assigned Employees are presumed to be "nonexempt" employees - Kelly will pay overtime premiums (and bill Customer accordingly) in accordance with federal and state law and for additional overtime premiums

requested by Customer. Kelly will charge Customer overtime rates for all overtime hours Customer requires or permits the Assigned Employees to work.

Unless listed in Exhibit A, overtime rates will be calculated by applying to Kelly's bill rate the same overtime multiple as Kelly is required to apply to the Assigned Employee's pay rate. Kelly only will classify Assigned Employees as "exempt" from overtime pay under the Fair Labor Standards Act of 1938 if: (1) the Customer requests that Kelly do so; (2) the Customer signs Kelly's Customer Exempt Request and Agreement; and, (3) Kelly determines that the exemption is valid under applicable law and regulations, subject to the Customer providing Kelly with complete and accurate information concerning the position.

- D. **Record Of Time Worked.** Customer agrees to review and approve (by signature or electronically) a record of time worked by Assigned Employees. If a Customer representative is unavailable, Kelly's representative responsible for the Customer placement (or other Kelly representative authorized by Customer) may approve the record on Customer's behalf. Customer will be responsible for the full invoiced amounts that Customer approves.

6. **Payment Terms.** Payment for services is due within thirty (30) days of Customer's receipt of Kelly's invoice.

7. **Conversion and Transition of Assigned Employees.** Customer acknowledges that Kelly incurs substantial expenses for recruiting, testing, training and retaining its Assigned Employees and Customer agrees to obtain the services of each Assigned Employee only through an order with Kelly.

If Customer wishes to obtain the services of an Assigned Employee by hiring them (a "conversion"), or by placement, arrangement, or contract from another source (a "transition"), Customer will compensate Kelly at the conversion rates in Exhibit A.

8. **Issue Resolution and Indemnification.** Kelly and Customer expect to resolve any other issues that arise with respect to performance of this Agreement through business discussion and conciliation. In the unlikely event that resolution efforts are unsuccessful, each party agrees to indemnify the other party (and its officers, directors, and employees) for claims, losses, penalties, and damages (and reasonable legal fees) to the extent they arise from the indemnifying party's violation of law, or material breach of this Agreement, including obligations listed in **Section 3**.
9. **Indemnification Process.** To obtain indemnification, a party must promptly notify the other party, cooperate in resolving the claim, and (when liability to third parties is involved) yield reasonable control of the claim's resolution to the other party. Neither party is obligated to provide or commit itself to indemnity while the underlying matter is still pending.

10. LIMITATION OF LIABILITY.

- A **No Consequential or Indirect Damages.** IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES. THIS INCLUDES ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER PARTY WAS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.
- B **Third Party Claims.** IN ADDITION TO THE LIMITATION OF LIABILITY IN SECTION 10(A), KELLY'S AGGREGATE LIABILITY TO THE CUSTOMER FOR THIRD PARTY CLAIMS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) SHALL BE LIMITED TO THE EXTENT OF KELLY'S INDEMNIFICATION OBLIGATIONS IN SECTION 8.

11. **Freedom of Information Act.** Kelly understands and agrees that the Will County Health Department, as a public body, is subject to and obligated to comply with the Illinois Freedom of Information Act, 5 ILCS 104/1 et seq., (FOIA) and certain information with respect to the service provided hereunder may be subject to disclosure in whole or in part under FOIA. Kelly acknowledges the requirements of FOIA and agrees to comply with all requests made by the Will County Health Department for public records (as that term is defined by Section 2(c) of the FOIA) in Kelly's possession and provide the requested public records to the Will County Health Department within two (2) business days of the request being made by the Will County Health Department. Kelly agrees to indemnify and hold harmless the Will County Health Department from all claims, costs, penalty, losses and injuries (including but not limited to, attorneys' fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or related to its failure to provide the public records to the Will County Health Department under this Agreement.

12. **Term.** This Agreement will continue in force unless one party gives the other party at least thirty (30) days' written notice of termination. Termination of this Agreement will end the staffing relationship, but this Agreement will continue to govern the parties' rights and obligations with respect to the business done before termination, including but not limited to conversion or transition of Assigned Employees.

13. **Notices.** Notices or communications required by this Agreement must be in writing and mailed (including electronic transmission) or, faxed to the person indicated in the signature block below.


14. **Independent Contractor.** Nothing in this Agreement makes Kelly an agent, partner or joint venturer of Customer.

- 15. Governing Law.** Venue for this Agreement shall be in the courts of the Twelfth Judicial Circuit, Will County, Illinois. The laws of the State of Illinois shall apply to the interpretation of and enforcement of this Agreement.
- 16. Force Majeure.** Neither party will be responsible for failure or delay under this Agreement because of force majeure events or other causes beyond its control.
- 17. Severability; Waiver.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any delay or waiver by a party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.
- 18. Entire Agreement.** This Agreement (including any attachments) contains all of the terms between Customer and Kelly on the subject of staffing services for the jobs and locations specified; it replaces all agreements and representations on the subject. Modifications to this Agreement must be in writing signed and dated by both parties. Forms that may be used by the parties in their staffing relationship such as purchase orders, time cards, and invoice recitals will not supersede, supplement, modify, or control this Agreement.

CUSTOMER

Address for Notices (including e-mail):

**Will County Department of Health
1106 Neal Avenue, + 501 E/1A EAS
Joliet, IL 60433**



Signature



Printed Name

Printed Name



Title

Title



Date Signed

Date Signed

KELLY SERVICES, INC.

Address for Notices:

**999 W. Big Beaver
Road Troy, MI 48084
Attn: General Counsel**



Signature

Mary Bach-Onley

Printed Name

Account Executive

Title

03-Apr-2023

Date Signed

**WILL COUNTY BOARD OF HEALTH
RESOLUTION #23-72**

**RESOLUTION OF THE WILL COUNTY BOARD OF HEALTH
WILL COUNTY, ILLINOIS**

**APPROVAL OF THE YEAR 3 RENEWAL OF THE CITRIX SERVICES AND LICENSE
SUBSCRIPTION AGREEMENT – NOT TO EXCEED \$28,624.96**

WHEREAS, the Will County Board of Health approved the Citrix Services and License Subscription Agreement for a period of three years on November 17, 2021; and

WHEREAS, the Will County Health Department requires the Year 3 renewal of the Citrix Services and License Subscription for Remote Application and Desktop Services; and

WHEREAS, CDW-G is the National Intergovernmental Purchasing Alliance Master Contract Vendor for the purchase of Citrix Service and License subscriptions.

NOW, THEREFORE, BE IT RESOLVED, the Will County Board of Health hereby approves the payment of \$28,624.96 to CDW-G for Citrix Services and License Subscription for Fiscal Year 2024.

DATED THIS 20th day of December, 2023.

Billie Terrell, Ph.D., ACSW, President
Will County Board of Health



The copy of the invoice # you requested is now available. | [View in browser](#)

[Hardware](#) [Software](#) [Services](#) [IT Solutions](#) [Brands](#) [Research Hub](#)

CDW-G Invoice #NH12964

Anthony Melei,

Thank you for choosing CDW-G. The Invoice #NH12964 from 11/28/2023 you requested is detailed below. The total amount of **\$28,624.96** is due by **12/28/2023**.

Please remit payment to:

CDW Government - 75 Remittance Drive, Suite 1515 Chicago, IL 60675-1515

Order #	Order Date	PO #	Customer #
MMCV828	11/18/2021	BOARD OF HEALTH 2179	2348564

Due Date	Amount Due
12/28/2023	\$28,624.96

Order Details

Item	Order Qty	Ship Qty	Open Qty	Unit Price	Ext. Price
CITRIX VIRTUAL APPS AND DESKTOPS SVC Mfg. Part#: 6000276 CDW #: 6193127 Contract: NATIONAL IPA TECHNOLOGY SOLUTI 2018011-01 Year 3 = LINES 7-9 = CDW bills the, customer 24 months after fulfillment, Electronic distribution - NO MEDIA	60	60	0	\$190.26	\$11,415.60
CITRIX SEC+PERF ANALYTICS Mfg. Part#: 6000223 CDW #: 5962423	120	120	0	\$55.59	\$6,670.80

Contract:
NATIONAL IPA TECHNOLOGY SOLUTI
2018011-01

Year 3 = LINES 7-9 = CDW bills the, customer 24 months after fulfillment, Electronic
distribution - NO MEDIA

**CITRIX ADC VPX/BLX PREM SUP
200MBPS**

2 2 0 \$5,269.28 \$10,538.56

Mfg. Part#: 6000387

CDW #: 6245256

Contract:
NATIONAL IPA TECHNOLOGY SOLUTI
2018011-01

Year 3 = LINES 7-9 = CDW bills the, customer 24 months after fulfillment, Electronic
distribution - NO MEDIA

Subtotal \$28,624.96

Sales Tax \$0.00

AMOUNT DUE **\$28,624.96**

Purchaser Billing Info	Deliver To
Billing Address: WILL COUNTY HEALTH DEPT **** MUST SHIP 501 ELLA AVE DEBBIE ARTHUR JOLIET, IL 60433-2700 Payment Terms: Master Card	Shipping Address: WILL COUNTY HEALTH DEPT ATTN: **** MUST SHIP COMPLETE **** 501 ELLA AVE DEBBIE ARTHUR JOLIET, IL 60433-2700 Shipping Method: ELECTRONIC DISTRIBUTION

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🔌 **TRANSMIT PAYMENTS ELECTRONICALLY** — Eliminate the hassle of paper checks by utilizing ACH for electronic bill pay.

EMAIL REMITTANCE TO: gachremittance@cdw.com

ACH INFORMATION: The Northern Trust, 50 South LaSalle St., Chicago, IL 60675

ROUTING NO.: 071000152 | **ACCOUNT NAME:** CDW Government | **ACCOUNT NO.:** 91057

🔌 **PAPERLESS BILLING NOW AVAILABLE** — If you would like to start receiving your invoices as an emailed PDF, please contact us at paperlessbilling@cdw.com. Please include your customer number or an invoice number in your request for faster processing.



Sales Contact Info

Dave Engmark | (312) 705-8110 | davieng@cdwg.com

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**WILL COUNTY BOARD OF HEALTH
RESOLUTION #23-73**

**RESOLUTION OF THE WILL COUNTY BOARD OF HEALTH
WILL COUNTY, ILLINOIS**

**APPROVAL OF PAYMENT FOR MEDIA CAMPAIGN ACTIVITIES– NOT TO EXCEED
\$39,429**

WHEREAS, the Will County Health Department provides health information and education to the general public and specific groups; and

WHEREAS, the FOURCE Group was selected as the Communication Management group through a Request for Qualifications (RFQ) to develop, implement and administer an overall marketing and communications campaign; and

WHEREAS, the invoice presented covers media campaign advertising activities for December 2023; and

WHEREAS, funding was secured through the American Rescue Plan Act of 2021 (ARPA) State and Local Fiscal Recovery funding to support public health media communications.

NOW, THEREFORE, BE IT RESOLVED, the Will County Board of Health hereby approves payment of the media campaign activities to The FOURCE Group not to exceed \$39,429.

DATED THIS 20th day of December, 2023.

Billie Terrell, Ph.D., ACSW, President
Will County Board of Health

**BILL TO**

ELIZABETH BILOTTA
WILL COUNTY HEALTH
DEPARTMENT
501 Ella Avenue, Joliet, IL
60433
JOLIET, IL 60433

HII THIS IS YOUR 8640**INVOICE #****DATE** 11.13.2023**DUE DATE** 12.01.2023**TERMS** DUE ON RECEIPT

ACTIVITY	QTY	RATE	AMOUNT
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MEDIA PLAN

OVERALL CAMPAIGN RUN: 1 DECEMBER 2023 THRU 31 DECEMBER
2024

INVOICE FLIGHT 1: 1 DECEMBER THRU 31 DECEMBER, 2023

CAMPAIGNS: WELL BABY

DENTAL CARE
BEHAVIORAL HEALTH
SUBSTANCE ABUSE
SEXUAL HEALTH
BREAST + CERVICAL CANCER
PRIMARY CARE
VACCINES (FLU, COVID, SHINGLES, ETC)
BACK TO SCHOOL PHYSICALS
IMMUNIZATIONS

CAMPAIGNS FLIGHT :

1. WELL BABY
2. BEHAVIORAL HEALTH
3. PRIMARY CARE
4. VACCINES

TARGET AUDIENCES |

1. GENERAL POPULATION
2. AFRICAN AMERICAN
3. HISPANIC
4. RURAL

ACTIVITY	QTY	RATE	AMOUNT
DIGITAL MEDIA	1	9,888.00	9,888.00
MOBILE APPS ADVERTISING Build audience based on brand values to reach them within their own digital environment. Demo, Placement, and conversion KPI's (traffic, census, etc.) Publisher Ad Placements: News Sites, Video Preroll, Display Mobile App and InAd Video			
DIGITAL MEDIA	1	7,231.50	7,231.50
DISPLAY ADVERTISING Build audience based on brand values to reach them within their own digital environment. Demo, Placement, and conversion KPI's (traffic, census, etc.) Publisher Ad Placements: News Sites, Video Preroll, Display Mobile App and InAd Video			
SOCIAL CHANNEL MARKETING	1	9,813.00	9,813.00
FACEBOOK SOCIAL ADVERTISING Engage defined audience through social media to capture behavior interaction. Rebuild audiences based on those traits for retargeting communication. Video, Carousel Ads and Instagram			
SOCIAL CHANNEL MARKETING	1	7,434.00	7,434.00
INSTAGRAM SOCIAL ADVERTISING Engage defined audience through social media to capture behavior interaction. Rebuild audiences based on those traits for retargeting communication. Video, Carousel Ads and Instagram			
YOUTUBE	1	5,062.50	5,062.50
ADVERTISING Build audience based on brand values to reach them within their own digital environment. Demo, Placement, and conversion KPI's (traffic, census, etc.) Publisher Ad Placements: News Sites, Video Preroll, Display Mobile App and InAd Video			

THANK YOU! It's been GREAT working with you. Contact us again.

BALANCE DUE

\$39,429.00



**WILL COUNTY BOARD OF HEALTH
RESOLUTION #23-74**

**RESOLUTION OF THE WILL COUNTY BOARD OF HEALTH
WILL COUNTY, ILLINOIS**

**APPROVAL OF PAYMENT FOR MEDIA CAMPAIGN ACTIVITIES– NOT TO EXCEED
\$42,429**

WHEREAS, the Will County Health Department provides health information and education to the general public and specific groups; and

WHEREAS, the FOURCE Group was selected as the Communication Management group through a Request for Qualifications (RFQ) to develop, implement and administer an overall marketing and communications campaign; and

WHEREAS, the invoice presented covers media campaign advertising activities for January 2024; and

WHEREAS, funding was secured through the American Rescue Plan Act of 2021 (ARPA) State and Local Fiscal Recovery funding to support public health media communications.

NOW, THEREFORE, BE IT RESOLVED, the Will County Board of Health hereby approves payment of the media campaign activities to The FOURCE Group not to exceed \$42,429.

DATED THIS 20th day of December, 2023.

Billie Terrell, Ph.D., ACSW, President
Will County Board of Health

**BILL TO**

ELIZABETH BILOTTA
WILL COUNTY HEALTH
DEPARTMENT
501 Ella Avenue, Joliet, IL
60433
JOLIET, IL 60433

HII THIS IS YOUR 8718

INVOICE #

DATE 12.01.2023

DUE DATE 12.29.2023

TERMS DUE ON RECEIPT

ACTIVITY	QTY	RATE	AMOUNT
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MEDIA PLAN

OVERALL CAMPAIGN RUN: 1 DECEMBER 2023 THRU 31 DECEMBER
2024

INVOICE FLIGHT 2: 1 JANUARY THRU 31 JANUARY, 2024

CAMPAIGNS: WELL BABY

DENTAL CARE
BEHAVIORAL HEALTH
SUBSTANCE ABUSE
SEXUAL HEALTH
BREAST + CERVICAL CANCER
PRIMARY CARE
VACCINES (FLU, COVID, SHINGLES, ETC)
BACK TO SCHOOL PHYSICALS
IMMUNIZATIONS

CAMPAIGNS FLIGHT :

1. WELL BABY
2. BEHAVIORAL HEALTH
3. PRIMARY CARE
4. VACCINES

TARGET AUDIENCES |

1. GENERAL POPULATION
2. AFRICAN AMERICAN
3. HISPANIC
4. RURAL

ACTIVITY	QTY	RATE	AMOUNT
DIGITAL MEDIA			
MOBILE APPS ADVERTISING Build audience based on brand values to reach them within their own digital environment. Demo, Placement, and conversion KPI's (traffic, census, etc.) Publisher Ad Placements: News Sites, Video Preroll, Display Mobile App and InAd Video	1	9,888.00	9,888.00
DIGITAL MEDIA			
DISPLAY ADVERTISING Build audience based on brand values to reach them within their own digital environment. Demo, Placement, and conversion KPI's (traffic, census, etc.) Publisher Ad Placements: News Sites, Video Preroll, Display Mobile App and InAd Video	1	7,231.50	7,231.50
SOCIAL CHANNEL MARKETING			
FACEBOOK SOCIAL ADVERTISING Engage defined audience through social media to capture behavior interaction. Rebuild audiences based on those traits for retargeting communication. Video, Carousel Ads and Instagram	1	9,813.00	9,813.00
SOCIAL CHANNEL MARKETING			
INSTAGRAM SOCIAL ADVERTISING Engage defined audience through social media to capture behavior interaction. Rebuild audiences based on those traits for retargeting communication. Video, Carousel Ads and Instagram	1	7,434.00	7,434.00
YOUTUBE			
ADVERTISING Build audience based on brand values to reach them within their own digital environment. Demo, Placement, and conversion KPI's (traffic, census, etc.) Publisher Ad Placements: News Sites, Video Preroll, Display Mobile App and InAd Video	1	5,062.50	5,062.50
OUTDOOR ADVERTISING			
PANEL #30222 I-80 N/S .4 MI E/O RICHARDS F/E WEEKLY IMPRESSIONS: 308,383 PANEL SIZE: 14' X 48' FACING/READ: EAST/RIGHT ILLUMINATED: YES	1	3,000.00	3,000.00

THANK YOU! It's been GREAT working with you. Contact us again.

BALANCE DUE

\$42,429.00

**WILL COUNTY BOARD OF HEALTH
RESOLUTION #23-75**

**RESOLUTION OF THE WILL COUNTY BOARD OF HEALTH
WILL COUNTY, ILLINOIS**

**APPROVAL TO ENTER INTO A TELEPSYCHIATRY CONSULTING AGREEMENT
WITH IN TOUCH PHYSICIANS, LLC DBA IMPACT TELEPSYCHIATRY**

WHEREAS, the Behavioral Health division of the Will County Health Department provides pediatric psychiatry services; and

WHEREAS, telepsychiatry staffing services may be needed to support program operations; and

WHEREAS, Impact Telepsychiatry will provide psychiatric services as contracted for a period of two years; and

WHEREAS, the Agency agrees to pay in accordance with the fee payment and invoicing section of the attached agreement.

NOW, THEREFORE, BE IT RESOLVED, the Will County Board of Health hereby approves the Consulting Agreement with In Touch Physicians, LLC, dba Impact Telepsychiatry from January 1, 2024 through December 31, 2025 upon review and approval of the Will County State's Attorney's Office.

DATED THIS 20th day of December, 2023.

Billie Terrell, Ph.D., ACSW, President
Will County Board of Health

CONSULTING AGREEMENT

This Consulting Agreement ("Agreement"?) is made and entered into by and between WILL COUNTY HEALTH DEPARTMENT, an Illinois ~~local governmental unit nonprofit public benefit corporation~~ ("WCHD"), and IN TOUCH PHYSICIANS (dba IMPACT TELEPSYCHIATRY), an Illinois professional medical corporation ("Group"?). WCHD and Group are sometimes referred to herein as a "Party" or, collectively, as the "Parties."

RECITALS

- A. WCHD operates Health Clinics for treatment of outpatients (the "BHC").
- B. WCHD is planning to establish a telepsychiatry program (the "Program") in order to ensure coverage and coordination of mental health treatment of patients of the BHC. Telepsychiatry is the use of two-way real time interactive audio and video between a psychiatrist and a patient in order to provide psychiatric care when distance separates participants who are in different geographical locations.
- C. WCHD desires to retain Group to provide professional medical services for patients of the BHC who require the care of a psychiatrist through physicians who are licensed to practice psychiatry in the State of Illinois (the "State"?), experienced in the specialized field of psychiatry (the "Specialty"?), and who are engaged by Group to provide the Services (as defined below) under this Agreement (each, a "Group Physician" and, collectively, the "Group Physicians"?), upon the terms and subject to the conditions set forth in this Agreement.

AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I SUMMARY OF TERMS

- 1.1 **Effective Date:** This Agreement shall commence on the later of:
 - a. ~~NOVEMBER 17, 2023; or~~
 - b. The last date on which this Agreement has been executed by both Parties, as indicated under the signature lines for the Parties (the "Effective Date").
- 1.2 **Compensation for Services:** See Exhibit 5.2.
- 1.3 **Expiration Date:** This Agreement shall expire on the last day of the twenty-fourth (24th) full calendar month after the Effective Date (the "Expiration Date").
- 1.4 **WCHD's Address:**
Will County Health Department
501 Ella Ave
Joliet, IL 60433
- 1.5 **Group's Address:**
In Touch Physicians
401 N Michigan Ave, Suite 1200
Chicago, IL 60611

ARTICLE II GROUP'S OBLIGATIONS

- 2.1 **Group Service Obligations.** Group shall provide the Psychiatry Services (as described in Section 2.2), (the "Services"?), upon the terms and subject to the conditions set forth in this Agreement.

2.2 Psychiatry Services. Group shall provide those professional services in the Specialty that Group Physicians are qualified to provide, including those services set forth in **Exhibit 21** (the "Services"), upon the following terms and conditions:

- a. Group shall provide one or more qualified Group Physicians to be available through videoconferencing to provide Psychiatry Services for the provision of the Psychiatry Services and the operation of the Program. Hours for the provision of Services will be mutually agreed upon by both parties, and will be on weekdays and between the hours of 8am and 5pm. ~~The minimum number of hours of service per week will be 15 hours.~~ The parties may mutually agree to change the hours of Service by executing an addendum to this agreement. Group Physicians may be contacted during normal business hours on weekdays for matters relating to patient care. Group Physicians may be contacted on weekends and during non-business hours for emergent patient care issues. Group Physicians agree to due diligence to respond to calls from the WCHD within thirty (30) minutes of receipt of such calls.

2.3 Group Physicians.

- a. Group shall employ, contract with, or otherwise engage Group Physicians to provide the Services under this Agreement. Group shall ensure that the Services are provided by Group Physicians who dedicate their professional efforts to the provision of the Services for the BHC.
- b. Group may from time to time engage additional Group Physicians to provide the Services under this Agreement, subject to WCHD's prior written approval.
- c. Group shall provide WCHD with the name, contact information and scheduled hours for each assigned Group Physician.
- d. Group shall ensure that any and all Group Physician providing the Services satisfies the professional standards and qualifications set forth in this Agreement, and have been approved and accepted by WCHD.
- e. Group shall cause each Group Physician providing the Services to comply with all obligations, prohibitions, covenants and conditions imposed on Group pursuant to this Agreement.

2.4 Group Agents. Group shall cause Group Agents, if any, to comply with all obligations, prohibitions, covenants and conditions imposed on Group pursuant to this Agreement as and to the extent the services provided by such Group Agents relate to the operations or activities of WCHD and/or the Program. For purposes of this Agreement, "Group Agents" shall mean and include any person or entity (other than Group Physicians) employed or otherwise engaged by or under contract with Group to provide management, administrative or other services to or on behalf of Group in connection with the operations or activities of Group and/or the Group's performance of its obligations under this Agreement.

2.5 Medical Records. Group shall cause Group Physicians to prepare complete, "timely", accurate and legible medical and other records with respect to the services and treatment provided by Group Physicians to any WCHD patient, in accordance with the WCHD Rules and Medical Staff Bylaws. All such information and records relating to any WCHD patient shall be the sole property of WCHD. "Timely" shall mean the following: psychiatric evaluation and progress notes done within twenty-four (24) hours of the occurrence of a patient visit.

2.6 Compliance with Laws and Standards. Group shall comply, and shall cause each Group Physician to comply with all federal, state and local laws, rules and regulations (collectively, "Laws"; including the Emergency Medical Treatment and Active Labor Act, HIPAA, the Illinois Mental Health and Developmental Disabilities Confidentiality Act and the rules and regulations thereunder ("EMTALA"), and the WCHD Rules and the Medical Staff Bylaws.

2.7 Cooperation with WCHD Compliance Obligations. Group shall cause Group Physicians and Group Agents to cooperate with WCHD so that WCHD and the Program may meet all requirements imposed by applicable Laws, the Joint Commission, and any other governing or advisory body having authority to set standards governing the operation of WCHD or the Program.

2.8 Notification of Certain Events. Group shall notify WCHD as soon as reasonably

practicable (but in no event greater than seventy-two (72) hours) after Group or any Group Physician becomes aware of any of the following: (a) Group or any Group Physician or Group Agent becomes the subject of any disciplinary action by any Federal Health Care Program, any state's medical board, any agency responsible for professional licensing, standards or behavior, or any medical staff; (b) Group or any Group Physician or Group Agent becomes the subject of any action or proceeding arising out of the provision of the Services or any other professional or administrative services; (c) any event that materially interrupts or affects Group's or any Group Physician's ability to perform any of the Services.

ARTICLE III. PROFESSIONAL STANDARDS AND QUALIFICATIONS

3.1 **Professional Standards.** Group shall cause each Group Physician to: (a) have and maintain an unrestricted license to practice medicine in the State; (b) have and maintain a valid and unrestricted United States Drug Enforcement Administration ("DEA") registration; (c) and have and maintain all clinical privileges necessary for the performance of the Services in the Specialty. Upon request, Group shall make available to WCHD proof of such licensure.

3.2 **Quality Assurance and Peer Review.** Group shall, as reasonably requested by WCHD from time to time, assist WCHD in establishing programs, policies, procedures and committees for utilization management, quality assurance, risk management, peer review and credentialing applicable to the provision of services to WCHD patients. Group shall comply and cooperate with, and shall ensure that Group Physicians and Group Agents comply and cooperate with, WCHD's utilization management, quality assurance, risk management, peer review and credentialing programs, policies, procedures and committees, as adopted or amended by WCHD from time to time.

3.3 **Quality Control.** Group shall inform WCHD as soon as reasonably practicable of any deficiency in personnel, supplies, facilities, equipment or working environment that Group believes adversely effects or could adversely effect the provision of Services by Group or Group Physicians or the quality of care rendered to WCHD patients.

3.4 **Coordination with Specialist Physicians.** Group shall ensure that Group Physicians coordinate with Medical Staff specialty physicians for the provision of specialty consultation and treatment, as necessary and appropriate and in accordance with WCHD Rules, Medical Staff Bylaws and applicable Laws.

3.5 **Representation and Warranties by Group.** Group represents and warrants that (a) no Group Physician's license to practice medicine in any state has ever been suspended, revoked or restricted; (b) neither Group nor any Group Physician has ever been reprimanded, sanctioned or disciplined by any licensing or medical specialty board; (c) neither Group nor any Group Physician or Group Agent has ever been excluded or suspended from participation in, or sanctioned by, any Federal Health Care Program; (d) no Group Physician has ever been denied membership and/or reappointment to the medical staff of any hospital or health care facility; (e) no Group Physician's medical staff membership or clinical privileges at any hospital or health care facility have ever been suspended, limited or revoked for a medical disciplinary cause or reason; and (f) neither Group nor any Group Physician or Group Agent has ever been charged with or convicted of a felony, a misdemeanor involving fraud, dishonesty, controlled substances, or moral turpitude, or any crime relevant to the provision of medical services or the practice of medicine.

ARTICLE M. RELATIONSHIP BETWEEN THE PARTIES

4.1 **Independent Contractor.** Group is and shall at all times be an independent contractor with respect to WCHD in the performance of its obligations under this Agreement. Nothing in this Agreement shall be construed to create an employer/employee, joint venture, lease or landlord/tenant relationship between WCHD and Group, any Group Physician, or any Group Agent. Group shall not, and shall ensure that each Group

Physician and Group Agent does not, hold itself, himself or herself out as an officer, agent or employee of WCHD or incur any contractual or financial obligation on behalf of WCHD, without WCHD's prior written consent. Except as otherwise set forth in this Agreement, Group shall be solely responsible for paying all expenses related to Group, including compensation, health and disability insurance, worker's compensation insurance, life insurance, retirement plan contributions, employee benefits, income taxes, and all other payroll, employment or other taxes and withholdings, with respect to Group Physicians, Group Agents, and any other person employed by or contracting with Group.

4.2 Referrals. Nothing in this Agreement or in any other written or oral agreement between WCHD and Group contemplates or requires the admission or referral of any patients or business to WCHD or any Affiliate. This Agreement is not intended to influence Group's or any Group Physician's judgment in choosing the hospital or other health care facility or provider deemed by Group or such Group Physician to be best qualified to deliver goods or services to any particular patient. The rights of Group under this Agreement shall not be dependent in any way on the referral of patients or business to WCHD or any Affiliate by Group or any Group Physician.

4.3 Group Insurance.

a. **Coverage Requirements.** Group, at Group's sole cost and expense, shall maintain policy of professional liability insurance. The professional liability insurance policy shall: (i) in the case of the professional liability insurance policy, provide coverage for negligent acts or omissions of Group and each Group Physician in the performance of professional services; and (ii) provide for minimum coverage limits no less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) annual aggregate.

4.4 Indemnification.

a. **Indemnification by WCHD.** WCHD shall indemnify and hold harmless Group and its shareholders, directors, officers, employees or agents from and against any and all claims, causes of action, liabilities, losses, damages, penalties, assessments, judgments, awards or costs, including reasonable attorneys' fees and costs, arising out of, resulting from, or relating to: (i) the breach of this Agreement by WCHD, or (ii) the negligent acts or omissions of WCHD or any employee or agent of WCHD in the performance of WCHD's obligations under this Agreement.

b. **Indemnification by Group.** Group shall indemnify and hold harmless WCHD, its Affiliates, and their respective directors, officers, employees or agents, from and against any and all claims, causes of action, liabilities, losses, damages, penalties, assessments, judgments, awards or costs, including reasonable attorneys' fees and costs (including the reasonable costs of WCHD's in-house counsel), arising out of, resulting from, or relating to: (i) the breach of this Agreement by Group or any Group Physician or Group Agent, (ii) the negligent acts or omissions of Group or any employee or agent of Group, including any Group Physician or Group Agent, (iii) wages, salaries, employee benefits, income taxes, and all other payroll, employment or other taxes, withholdings and charges payable by WCHD or any of its Affiliates to, or on behalf of, Group, any Group Physician, any Group Agent or any other personnel employed or contracted by Group, whether or not providing Services under this Agreement.

4.5 Survival of Obligations. Sections 4.3 and 4.4 shall survive the expiration or termination of this Agreement.

4.6 Cooperation Between the Parties. The Parties shall use reasonable efforts to cooperate regarding risk management issues and legal claims that involve or potentially involve the Parties or their respective employees or agents.

4.7 Non-Solicitation of WCHD Employees. During the term of this Agreement and for a period of one (1) year thereafter, Group shall not, and shall ensure that Group Physicians and Group Agents do not, solicit, directly or indirectly, for employment any employee of WCHD, or interfere with any relationship, contractual or otherwise, between WCHD and any of its employees.

4.8 Non-Solicitation of Group Employees. During the term of this Agreement and for a

period of one (1) year thereafter, WCHD shall not, and shall ensure that WCHD employees or other representatives of WCHD do not, solicit, directly or indirectly, for employment any employee or sub-contractor or Agent of Group, or interfere with any relationship, contractual or otherwise, between Group and any of its employees.

4.9 Practice of Medicine. ~~Group and WCHD acknowledge that WCHD is neither authorized nor qualified to engage in any activity that may be construed or deemed to constitute the practice of medicine.~~ WCHD shall neither have nor exercise any control or direction over any Group Physician's professional medical judgment or the methods by which any Group Physician performs professional medical services; provided, however, that Group shall ensure that Group Physicians comply at all times with the Medical Staff Bylaws, WCHD Rules, and the terms and conditions of this, Agreement.

4.10 WCHD Services. WCHD shall retain professional and administrative responsibility for the operation of the Program, including the following:

a. WCHD, at the BHC, shall provide such facilities and equipment, personnel, and other such items as are reasonably required for Group to perform telepsychiatry services.

ARTICLE V. **BILLING AND COMPENSATION**

5.1 Compensation for Services.

a. **Bi-Weekly Report.** Group shall submit to WCHD the Group Physician Bi-Weekly Report as set forth on Exhibit 5.1, detailing the number of hours worked by the Group Physicians in connection with the performance of the Services during the immediately preceding two weeks.

b. **Compensation.** In consideration for the performance by Group of its obligations in accordance with this Agreement, WCHD agrees to pay to Group the Group's Compensation as set forth on Exhibit 5.2 attached hereto and incorporated herein. Payment shall be made ~~not more than fourteen (14) days after WCHD receives the Group Physician Bi-Weekly Report as set forth on Exhibit 5.1 attached hereto and incorporated herein.~~ pursuant to the Illinois Local Governmental Prompt Payment Act.

5.2 Expense Reimbursement.

a. **Reasonable Expenses.** WCHD shall reimburse Group for reasonable and necessary business expenses incurred by Group, or a Group Physician in connection with the performance of the Services; provided that (i) Group has obtained prior written approval of WCHD to incur such expenses, (ii) the expenses are directly related to the performance of the Services, and (iii) Group submits receipts to WCHD within sixty (60) days of incurring the expenses.

b. **Program Attendance.** WCHD shall reimburse or pay for the reasonable costs of any Group Physician's attendance at one or more leadership, administrative, performance improvement and/or quality programs for the benefit of WCHD and/or quality programs, including tuition, travel, room and board; provided that (i) WCHD has requested that the Group Physician attend such program or Group has obtained prior written approval of WCHD to attend such programs, (ii) the expenses are approved in advance by WCHD, (iii) Group or the Group Physician submits receipts to WCHD within sixty (60) days of attending any such programs, and (iv) the programs are not part of the normal continuing medical education programs the Group Physician chooses to attend.

5.3 Fees, Billing and Collection.

a. **Billing and Collection.** WCHD shall have sole and exclusive right and responsibility to bill and collect for Services rendered by Group pursuant to this Agreement. WCHD shall have discretion in establishing its professional fees for Services provided pursuant to this Agreement; provided, however, that all professional fees shall be competitive with customary local fees for comparable services.

b. **Billing Compliance.** WCHD shall comply with all applicable Laws, including those of the Federal Health Care Programs, customary professional practice, and other third-party payer programs, whether public or private, in connection with billing

and coding for Services provided pursuant to this Agreement.

c. **Assignment of Claims.** Group hereby irrevocably assigns (or reassigns, as the case may be), exclusively to WCHD all claims, demands and rights of Group to charge, bill and collect from patients and third-party payors including Medicare, Medicaid, and other governmental and non-governmental payors any payment for medical services rendered pursuant to this Agreement.

d. **Group Cooperation.** Group agrees to execute any and all documents necessary to secure WCHD's interest in such revenues and accounts receivable, and agrees to cooperate with WCHD in any reasonable manner to effectuate an efficient billing process and to obtain appropriate reimbursement consistent with the care provided. Neither Group nor WCHD shall guarantee the ability to collect for medical services rendered.

ARTICLE VI. **TERM, TERMINATION AND REMOVAL OF GROUP PHYSICIANS**

6.1 **Term.** This Agreement shall commence on the Effective Date and shall continue until the Expiration Date, unless earlier terminated pursuant to this Article VI. ~~Thereafter, this Agreement will continue on the same terms and conditions as applied during the Initial Term for successive renewal terms of one (1) year each ("Renewal Term(s)"), unless either Party elects to terminate this Agreement, without cause, by delivering written notice to the other Party at least ninety (90) days prior to the effective date of the termination.~~

6.2 **Termination by WCHD.** Upon the occurrence of any one or more of the following events, WCHD may terminate this Agreement by giving written notice of termination to Group, which termination shall be effective as of the date set forth in the WCHD's written notice of termination to Group or, if no date is set forth in the notice, the date the notice is delivered to Group:

a. The: (i) sale, transfer or other disposition of all or substantially all of the assets or the voting securities of Group; or (iv) dissolution and/or liquidation of the Group or the cessation of the active conduct of Group's business activities (or those of its successor), in any case, without prior consent of WCHD;

b. Group makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, liquidation or other similar law of any jurisdiction;

c. Group, any Group Physician or Group Agent is convicted of a felony, a misdemeanor involving fraud, dishonesty, controlled substances, or moral turpitude, or any crime relevant to the Services, the provision of professional services, or Group's or any Group Physician's practice of medicine;

6.3 **Termination Upon Breach.** In the event of a breach of this Agreement, the non-breaching Party shall give notice to the breaching Party setting forth the nature of the breach and specifying the applicable cure period for such breach, which cure period shall not be less than fifteen (15) days. If the breaching Party fails to cure the breach to the satisfaction of the non-breaching Party within the applicable cure period, this Agreement shall, without any additional action, terminate upon the last day of the cure period unless the non-breaching Party, in its sole and absolute discretion, extends the cure period by written notice to the breaching Party.

6.4 **Termination Without Cause.** Each Party may terminate this Agreement without cause, expense or penalty, effective ninety (90) days after written notice of termination is given to the other Party.

6.5 **Effect of Termination or Expiration.** Upon any termination or expiration of this Agreement:

a. All rights and obligations of the Parties shall cease except: (i) those rights and obligations that have accrued and remain unsatisfied prior to the termination or expiration of this Agreement; (ii) those rights and obligations that expressly survive termination or expiration of this Agreement; and (iii) Group's obligation to continue to provide services to

patients under its care in the WCHD at the time of expiration or termination of this Agreement, until the patient's course of treatment is completed or is transferred to the care of another physician(s);

b. Group and the Group Physicians and Group Agents shall return to WCHD all of WCHD's property, including WCHD's equipment, supplies, furniture, furnishings and patient records, in their possession or under their control.

6.6 Immediate Removal of Group Physicians. Group shall immediately remove any Group Physician from furnishing any Services under this Agreement who:

a. Has his or her Medical Staff membership or clinical privileges at WCHD terminated, suspended, revoked or relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

b. Has his or her license to practice medicine in the State, board certification or DEA registration denied, suspended, restricted, terminated, revoked or relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

c. Is convicted of a felony, a misdemeanor involving fraud, dishonesty, controlled substances, or any crime relevant to the provision of professional services or the practice of medicine;

d. Is found to have committed a Privacy Breach or Security Incident;

e. Is excluded or suspended from participation in any Federal Health Care Program; or

f. Fails to be covered by the professional liability insurance required to be maintained under this Agreement.

6.7 Effect of Removal of a Group Physician. A Group Physician that has been removed from furnishing services under this Agreement may be reinstated as a Group Physician eligible to provide Services in the WCHD only upon the prior approval by WCHD.

ARTICLE VII. GENERAL PROVISIONS

7.1 Amendment. This Agreement may be modified or amended only by mutual written agreement of the Parties. Any such modification or amendment must be in writing, dated and signed by the Parties, and explicitly indicate that such writing modifies or amends this Agreement.

7.2 Assignment. This Agreement is entered into by WCHD in reliance on the professional and administrative skills of Group and Group Physicians. Group shall be solely responsible for providing the Services and otherwise fulfilling the terms of this Agreement through the services of the Group Physicians, except as specifically set forth in this Agreement. Group may assign any or all of its rights, interests, duties, or obligations under this Agreement with WCHD's prior written consent. WCHD may assign any or all of its rights, interests, duties, or obligations hereunder to any person or entity with the prior written consent of Group. Subject to the foregoing, this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective heirs, successors, assigns and representatives.

7.3 Confidential Information.

a. "Confidential Information" means this Agreement and any information related to the past, current or proposed operations, business or strategic plans, financial statements or reports, technology or services of WCHD or any Affiliate, whether such information is disclosed orally, visually or in writing, and whether or not bearing any legend or marking indicating that such information is confidential, including any and all know-how, processes, trade secrets, manuals, confidential reports, procedures and methods of WCHD, any WCHD patient's individually identifiable health information (as defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and all rules and regulations promulgated thereunder ("HIPAA")), and any information, records and proceedings of WCHD and/or Medical Staff

committees, peer review bodies, quality committees and other committees or bodies charged with the evaluation and improvement of the quality of care. Confidential Information also includes proprietary or confidential information of any third party that may be in WCHD's or any Affiliate's possession.

b. Confidential Information shall be and remain the sole property of WCHD. Group shall not, and shall ensure that Group Physicians and Group Agents do not, use any Confidential Information for any purpose not expressly permitted by this Agreement, or disclose any Confidential Information to any person or entity without the prior written consent of WCHD. Group shall cause each Group Physician and Group Agent to protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Group protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

c. Group and each Group Physician and Group Agent shall return to WCHD all Confidential Information and all copies thereof in Group's or such Group Physician's or Group Agent's possession or control, and permanently erase all electronic copies of such Confidential Information, promptly upon the written request of WCHD, or the termination or expiration of this Agreement.

d. This Section 7.3 shall survive the expiration or termination of this Agreement.

7.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

7.5 Disclosure of Agreement. The Parties shall not disclose any of the provisions of this Agreement to any person or entity, other than their respective attorneys or accountants, without the prior written consent of the other Party, unless and only to the extent such disclosure is required by law, subpoena or legal process. WCHD and Group may disclose the provisions of this Agreement to any person or entity without the prior written consent of the other Party to the extent such disclosure is requested or required by (a) the Party's respective contracts existing as of the date of this Agreement; or (b) fiscal intermediaries, public agencies or commissions with governmental powers and duties related to disclosure of information that have the right to compel disclosure of such information.

~~**7.6 Dispute Resolution.** Any controversies or disagreements arising out of, or relating to this Agreement or the breach thereof, shall be settled by arbitration in accordance with the rules then existing of the American Arbitration Association, any judgment upon the award rendered may be entered in any court having jurisdiction thereof. Such arbitration shall be binding and final and expenses and costs hereof shall be borne equally by the parties.~~

7.7 Entire Agreement. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions among the Parties with respect to such subject matter. Each Party represents that this Agreement is not being entered into on the basis of or in reliance on, any promise or representation, expressed or implied, other than such as are set forth expressly in this Agreement, and has been represented by legal counsel of such Party's own choice or has elected not to be represented by legal counsel.

7.8 Exhibits. The attached exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated by reference into this Agreement.

7.9 Force Majeure. No Party shall be liable for nonperformance, defective performance or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees,

suppliers or subcontractors); provided, however, that in any such event, each Party shall use its good faith efforts to perform its duties and obligations under this Agreement.

7.1 **Governing Law.** This Agreement shall be interpreted and enforced in accordance with the internal laws, and not the law of conflicts, of the State of Illinois. Venue for this agreement shall be in the courts of the Twelfth Judicial Circuit, Will County, Illinois.

7.11 **Headings.** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

7.12 **HIPAA.**

a. **WCHD.** Group acknowledges that it is a separate "covered entity" as such term is defined under HIPAA. As a covered entity separate from WCHD, Group shall implement all necessary policies, procedures, and training to comply with HIPAA and other Laws applicable to the use, maintenance, and disclosure of patient-related information. Group shall comply, and shall ensure that all personnel comply, with all federal and state patient privacy Laws and all WCHD Rules applicable to patient privacy. Group shall execute the Business Associate Agreement attached as Exhibit 7.1.

b. **Notice to Patients.** In the event that either party is required by law to notify individuals whose "protected health information" (as defined in HIPAA) ("PHI") was inappropriately accessed, viewed, acquired, used, or disclosed by Group or its agents, and the PHI contains: (i) an individual's first initial or first name, last name, and social security number; (ii) an individual's first initial or first name, last name, and driver's license or state identification card; (iii) an individual's first initial or first name, last name, account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account; and/or (iv) an individual's first initial or first name, last name, and PHI, then Group and WCHD shall work together to structure a credit monitoring offering commensurate to the risk posed by the breach.

c. **Notice to WCHD.** Group shall promptly notify WCHD of any Security Incident or Privacy Breach in writing in the most expedient time possible, and not to exceed twenty-four (24) hours in the event of a Privacy Breach, following Group's initial awareness of such Security Incident or Privacy Breach. Notwithstanding any notice provisions in the Agreement, such notice shall be made to the WCHD's Chief Privacy Administrator or his or her designee. For both Security Incidents and Privacy Breaches, Group shall follow the incident reporting classification and manner prescribed per WCHD policy, a copy of which shall be made available to Group upon its request. Group shall cooperate in good faith with WCHD in the investigation of any Privacy Breach or Security Incident.

d. **Definitions.** "Privacy Breach" shall mean the unlawful or unauthorized access to, viewing, acquisition, use or disclosure of PHI. "Security Incident" shall mean any accidental, malicious or natural act that: (i) Results in a Privacy Breach related to or involving WCHD or its Affiliate's data; (ii) Adversely impacts the functionality of the WCHD; (iii) Permits unauthorized access to the WCHD's computer network; (iv) Impacts the integrity of WCHD's files or databases including, but not limited to: (1) Interface failures; (2) Inadequate testing or change control procedures; or (3) Other failures which result in the deletion or unauthorized changes to an electronic database; (v) Involves the loss or loss of control of a WCHD owned or managed information technology resource; or (vi) Involves the use of WCHD technology resources for illegal purposes or to launch attacks against other individuals or organizations.

7.13 **No Conflicting Obligations.** Group represents and warrants that neither Group nor any Group Physician is a party to any agreement or involved in any business arrangement that will or may materially interfere with the performance of the Services or Group's obligations under this Agreement. Group shall immediately inform WCHD of any agreement or business arrangement that may materially interfere with performance of the Services or Group's obligations under this Agreement.

7.14 **No Third Party Beneficiary Rights.** This Agreement shall not confer or be construed to confer any rights or benefits to any person or entity other than the Parties.

7.15 **Non-Discrimination.** Group shall not, and shall ensure that Group Physicians do not, differentiate or discriminate in the provision of medical services on the basis of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, medical condition, medical history, genetics, evidence of insurability, or claims history, in violation of

any applicable Law or WCHD Rules, including, without limitation, the Age Discrimination Act of 1975, the Americans with Disabilities Act and all regulations issued pursuant thereto and as may be amended from time to time. Group, each Group Physician, and WCHD shall be in full compliance with Section 504 of the Rehabilitation Act of 1973, Titles VI and VII of the 1964 Civil Rights Act, and all regulations issued pursuant thereto and as may be amended from time to time.

7.16 **Notices.** All notices or communications required or permitted under this Agreement shall be given in writing and shall be delivered to the Party to whom notice is to be given either (a) by personal delivery (in which case such notice shall be deemed given on the date of delivery), (b) by next business day courier service (e.g., Federal Express, UPS or other *similar* service) (in which case such notice shall be deemed given on the business day following date of deposit with the courier service), or (c) by United States mail, first class, postage prepaid, registered or certified, return receipt requested (in which case such notice shall be deemed given on the third (3rd) day following the date of deposit with the United States Postal Service). Notice shall be delivered or sent to the Party's address indicated in Article I, or such other address as provided by a Party, from time to time, pursuant to this Section. Each Party may change the address for such notice by written notice given in accordance with this Section.

7.17 **Severability.** If any provision of this Agreement, in whole or in part, or the application of any provision, in whole or in part, is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, such provision, or part of such provision, shall be severed from this Agreement. The illegality, invalidity or unenforceability of any provision, or part of any provision, of this Agreement shall have no effect on the remainder of this Agreement, which shall continue in full force and effect.

7.18 **Waiver.** No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of the performance of such provision. Any waiver granted by a Party must be in writing, and shall apply solely to the specific instance expressly stated. A waiver of any term or condition of this Agreement shall not be construed as a waiver of any other terms and conditions of this Agreement, nor shall any waiver constitute a continuing waiver.

7.19 FOIA. Group understands and agrees that the Will County Health Department, as a public body, is subject to and obligated to comply with the Illinois Freedom of Information Act, 5 ILCS 104/1 et seq., (FOIA) and certain information with respect to the Service provided hereunder may be subject to disclosure in whole or in part under FOIA. Group acknowledges the requirements of FOIA and agrees to comply with all requests made by the Will County Health Department for public records (as that term is defined by Section 2(c) of FOIA) in Group's possession and provide the requested public records to the Will County Health Department within two (2) business days of the request being made by the Will County Health Department. Group agrees to indemnify and hold harmless the Will County Health Department from all claims, costs, penalty, losses and injuries (including but not limited to, attorneys' fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or related to its failure to provide the public records to the Will County Health Department under this Contract.

(SIGNATURE PAGE AND EXHIBITS TO FOLLOW)

SIGNATURE PAGE

Will County Health Department, an Illinois nonprofit public-benefit corporation

Signature:

Date:

Name and Title:

N TOUCH PHYSICIANS, LLC (dba Impact Telepsychiatry) an Illinois professional medical corporation

Signature:

Date:

Name and Title:

Exhibit 21 PSYCHIATRY SERVICES

Group, through Group Physicians, shall provide the following Psychiatry Services with respect to patients of the BHC for which a Group Physician serves as the psychiatrist:

- a. Group agrees to clinical responsibilities, which include psychiatric evaluation and continued treatment of patients via telepsychiatry as defined under RECITALS.
- b. Group agrees to provide telepsychiatry services on such days and such hours as the Parties shall mutually determine to be necessary in order to provide appropriate coverage for the Program.
- c. When delivering services via telepsychiatry, Group agrees to follow the practices and procedures of consulting needed to maintain quality, consistency and standardization needed for telemedicine delivery.
- d. Group agrees to enter a psychiatric evaluation note within twenty-four (24) hours of a patient visit.
- e. Group agrees to enter progress notes within twenty-four (24) hours of the occurrence of a patient visit.
- f. Group, through the Group Director, agrees to:
 - (i) Advise and assist WCHD in implementing WCHD's policies and procedures regarding telepsychiatry services.
 - (ii) Advise and assist WCHD in ensuring physician coverage for telepsychiatry services.
 - (iii) Advise and assist the WCHD credentialing committee in obtaining credentials for Group Physicians at the WCHD for practice of psychiatry. Any expenses to Group associated with obtaining credentialing like medical staff application fees will be waived by the WCHD.

EXHIBIT 5.1**GROUP PHYSICIAN B1-WEEKLY REPORT**

Services Provided	Date	Hours
Clinical hours		
Clinical Supervision of WCHD Staff		
Administration Activities for WCHD		
Other (Please specify)		
Signature-		
Date-		

EXHIBIT 5.2 COMPENSATION

Compensation will be based on the following rate:

WCHD agrees to pay Group \$235 per hour for Services provided by psychiatrists, and \$150 per hour for Services provided by psychiatric nurse practitioners pursuant to this Agreement. The minimum compensation will be for 12 hours per week.

Group shall submit to WCHD the Group Physician Bi-Weekly Report as set forth on Exhibit 5.1, detailing the number of hours performed by the Group Physicians during the immediately preceding two weeks. Payment shall be made pursuant to the Illinois Local Government Prompt Payment Act, not more than fourteen (14) days after WCHD receives the Group Physician Bi-Weekly Report as set forth on Exhibit 5.1 attached hereto and incorporated herein.

BUSINESS ASSOCIATE AGREEMENT

Will County Health Department & Community Health Center & [Vendor]

This BUSINESS ASSOCIATE AGREEMENT (the "BAA") is made and entered into as of this _____ day of _____, 20____ by and between Will County Health Department, a local governmental entity, organized under the laws of the State of Illinois ("Covered Entity") and _____, _____ organized under the laws of _____ ("Business Associate"), in accordance with the meaning given to those terms at 45 CFR §164.501. In this BAA, Covered Entity and Business Associate are each a "Party" and, collectively, are the "Parties".

BACKGROUND

- I. Covered Entity is either a "covered entity" or "business associate" of a covered entity as each are defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended by the HITECH Act (as defined below) and the related regulations promulgated by HHS (as defined below) (collectively, "HIPAA") and, as such, is required to comply with HIPAA's provisions regarding the confidentiality and privacy of Protected Health Information (as defined below);
- II. The Parties have entered into or will enter into one or more agreements under which Business Associate provides or will provide certain specified services to Covered Entity (collectively, the "Agreement");
- III. In providing services pursuant to the Agreement, Business Associate will have access to Protected Health Information (PHI);
- IV. By providing the services pursuant to the Agreement, Business Associate will become a "business associate" of the Covered Entity as such term is defined under HIPAA;
- V. The Parties are committed to complying with all federal and state laws governing the confidentiality and privacy of health information, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Part 160 and Part 164, Subparts A and E (collectively, the "Privacy Rule"); and
- VI. Both Parties intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the terms of this Agreement, HIPAA and other applicable laws.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and the continued provision of PHI by Covered Entity to Business Associate under the Agreement in reliance on this BAA, the Parties agree as follows:

1. **Definitions.** For purposes of this BAA, the Parties give the following meaning to each of the terms in this Section 1 below. Any capitalized term used in this BAA, but not otherwise defined, has the meaning given to that term in the Privacy Rule or pertinent law.

A. **"Affiliate"** means a subsidiary or affiliate of Covered Entity that is, or has been, considered a covered entity, as defined by HIPAA.

B. **"Agreement"** means a written agreement (other than this Business Associate Agreement) between Covered Entity and Business Associate under which Business Associate performs services the successful completion of which necessitates access to Protected Health Information and which HIPAA defines as a "business associate".

C. **"Breach"** means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI, as defined in 45 CFR §164.402.

D. **"Breach Notification Rule"** means the portion of HIPAA set forth in Subpart D of 45 CFR Part 164.

E. **"Data Aggregation"** means, with respect to PHI created or received by Business Associate in its capacity as the "business associate" under HIPAA of Covered Entity, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a business associate of one or more other "covered entity" under HIPAA, to permit data analyses that relate to the Health Care Operations (defined below) of the respective covered entities. The meaning of "data aggregation" in this BAA shall be consistent with the meaning given to that term in the Privacy Rule.

F. **"Designated Record Set"** has the meaning given to such term under the Privacy Rule, including 45 CFR §164.501.

G. **"De-Identify"** means to alter the PHI such that the resulting information meets the requirements described in 45 CFR §§164.514.

H. **"Electronic PHI"** means any PHI maintained in or transmitted by electronic media as defined in 45 CFR §160.103.

I. **"Health Care Operations"** has the meaning given to that term in 45 CFR §164.501.

J. **"HHS"** means the U.S. Department of Health and Human Services.

K. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.

L. **"Individual"** has the same meaning given to that term in 45 CFR §160.130 and includes a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

M. **"Privacy Rule"** means that portion of HIPAA set forth in 45 CFR Part 160 and Part 164, Subparts A and E.

N. “Protected Health Information” or “PHI” has the meaning given to the term “protected health information” in 45 CFR §§164.501 and 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

O. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

P. “Security Rule” means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 160 & Part 164, Subparts A and C.

Q. “Unsecured Protected Health Information” or “Unsecured PHI” means any “protected health information” as defined in 45 CFR §§164.501 and 160.103 that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the HHS Secretary in the guidance issued pursuant to the HITECH Act and codified at 42 USC §17932(h).

2. Use and Disclosure of PHI.

A. Except as otherwise provided in this BAA, Business Associate may use or disclose PHI as reasonably necessary to provide the services described in the Agreement to Covered Entity, and to undertake other activities of Business Associate permitted or required of Business Associate by this BAA or as required by law.

B. Except as otherwise limited by this BAA or federal or state law, Covered Entity authorizes Business Associate to use the PHI in its possession for the proper management and administration of Business Associate’s business and to carry out its legal responsibilities. Business Associate may disclose PHI for its proper management and administration, provided that (i) the disclosures are required by law; or (ii) Business Associate obtains, in writing, prior to making any disclosure to a third party (a) reasonable assurances from this third party that the PHI will be held confidential as provided under this BAA and used or further disclosed only as required by law or for the purpose for which it was disclosed to this third party and (b) an agreement from this third party to notify Business Associate immediately of any breaches of the confidentiality of the PHI, to the extent it has knowledge of the breach.

C. Business Associate will not use or disclose PHI in a manner other than as provided in this BAA, as permitted under the Privacy Rule, or as required by law. Business Associate will use or disclose PHI, to the extent practicable, as a limited data set or limited to the minimum necessary amount of PHI to carry out the intended purpose of the use or disclosure, in accordance with Section 13405(b) of the HITECH Act (codified at 42 USC §17935(b)) and any of the act’s implementing regulations adopted by HHS, for each use or disclosure of PHI.

D. Upon request, Business Associate will make available to Covered Entity any of Covered Entity’s PHI that Business Associate or any of its agents or subcontractors have in their possession.

E. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).

3. **Safeguards Against Misuse of PHI.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as provided by the Agreement or this BAA and Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate agrees to take reasonable steps, including providing adequate training to its employees, to ensure compliance with this BAA and to ensure that the actions or omissions of its employees or agents do not cause Business Associate to breach the terms of this BAA.
4. **Reporting Disclosures of PHI and Security Incidents.** Business Associate will report to Covered Entity in writing any use or disclosure of PHI not provided for by this BAA of which it becomes aware and Business Associate agrees to report to Covered Entity any Security Incident affecting Electronic PHI of Covered Entity of which it becomes aware. Business Associate agrees to report any such event within five business days of becoming aware of the event.
5. **Reporting Breaches of Unsecured PHI.** Business Associate will notify Covered Entity in writing promptly upon the discovery of any Breach of Unsecured PHI in accordance with the requirements set forth in 45 CFR §164.410, but in no case later than 30 calendar days after discovery of a Breach. Business Associate will reimburse Covered Entity for any costs incurred by it in complying with the requirements of Subpart D of 45 CFR §164 that are imposed on Covered Entity as a result of a Breach committed by Business Associate.
6. **Mitigation of Disclosures of PHI.** Business Associate will take reasonable measures to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any use or disclosure of PHI by Business Associate or its agents or subcontractors in violation of the requirements of this BAA.
7. **Agreements with Agents or Subcontractors.** Business Associate will ensure that any of its agents or subcontractors that have access to, or to which Business Associate provides, PHI agree in writing to the restrictions and conditions concerning uses and disclosures of PHI contained in this BAA and agree to implement reasonable and appropriate safeguards to protect any Electronic PHI that it creates, receives, maintains or transmits on behalf of Business Associate or, through the Business Associate. Business Associate shall notify Covered Entity, or upstream Business Associate, of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 1.M. of this BAA. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract by placement of such notice on the Business Associate's primary website. Business Associate shall ensure that all subcontracts and agreements provide the same level of privacy and security as this BAA.
8. **Audit Report.** Upon request, Business Associate will provide Covered Entity, or upstream Business Associate, with a copy of its most recent independent HIPAA compliance report (AT-C 315), HITRUST certification or other mutually agreed upon independent standards based third party audit report. Covered entity agrees not to re-disclose Business Associate's audit report.
9. **Access to PHI by Individuals.**
 - A. Upon request, Business Associate agrees to furnish Covered Entity with copies of the PHI maintained by Business Associate in a Designated Record Set in the time and manner

designated by Covered Entity to enable Covered Entity to respond to an Individual's request for access to PHI under 45 CFR §164.524.

B. In the event any Individual or personal representative requests access to the Individual's PHI directly from Business Associate, Business Associate within ten business days, will forward that request to Covered Entity. Any disclosure of, or decision not to disclose, the PHI requested by an Individual or a personal representative and compliance with the requirements applicable to an Individual's right to obtain access to PHI shall be the sole responsibility of Covered Entity.

10. Amendment of PHI.

A. Upon request and instruction from Covered Entity, Business Associate will amend PHI or a record about an Individual in a Designated Record Set that is maintained by, or otherwise within the possession of, Business Associate as directed by Covered Entity in accordance with procedures established by 45 CFR §164.526. Any request by Covered Entity to amend such information will be completed by Business Associate within 15 business days of Covered Entity's request.

B. In the event that any Individual requests that Business Associate amend such Individual's PHI or record in a Designated Record Set, Business Associate within ten business days will forward this request to Covered Entity. Any amendment of, or decision not to amend, the PHI or record as requested by an Individual and compliance with the requirements applicable to an Individual's right to request an amendment of PHI will be the sole responsibility of Covered Entity.

11. Accounting of Disclosures.

A. Business Associate will document any disclosures of PHI made by it to account for such disclosures as required by 45 CFR §164.528(a). Business Associate also will make available information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures in accordance with 45 CFR §164.528. At a minimum, Business Associate will furnish Covered Entity the following with respect to any covered disclosures by Business Associate: (i) the date of disclosure of PHI; (ii) the name of the entity or person who received PHI, and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure which includes the basis for such disclosure.

B. Business Associate will furnish to Covered Entity information collected in accordance with this Section 10, within ten business days after written request by Covered Entity, to permit Covered Entity to make an accounting of disclosures as required by 45 CFR §164.528, or in the event that Covered Entity elects to provide an Individual with a list of its business associates, Business Associate will provide an accounting of its disclosures of PHI upon request of the Individual, if and to the extent that such accounting is required under the HITECH Act or under HHS regulations adopted in connection with the HITECH Act.

C. In the event an Individual delivers the initial request for an accounting directly to Business Associate, Business Associate will within ten business days forward such request to Covered Entity.

12. Availability of Books and Records. Business Associate will make available its internal practices, books, agreements, records, and policies and procedures relating to the use and disclosure of PHI, upon request, to the Secretary of HHS for purposes of determining Covered Entity's and Business Associate's compliance with HIPAA, and this BAA.

13. Responsibilities of Covered Entity. With regard to the use and/or disclosure of Protected Health Information by Business Associate, Covered Entity agrees to:

A. Notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

B. Notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

C. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

D. Except for data aggregation or management and administrative activities of Business Associate, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

14. Data Ownership. Business Associate's data stewardship does not confer data ownership rights on Business Associate with respect to any data shared with it under the Agreement, including any and all forms thereof.

15. Term and Termination.

A. This BAA will become effective on the date first written above and will continue in effect until all obligations of the Parties have been met under the Agreement and under this BAA.

B. Covered Entity may terminate immediately this BAA, the Agreement, and any other related agreements if Covered Entity makes a determination that Business Associate has breached a material term of this BAA and Business Associate has failed to cure that material breach, to Covered Entity's reasonable satisfaction, within 30 days after written notice from Covered Entity. Covered Entity may report the problem to the Secretary of HHS if termination is not feasible.

C. If Business Associate determines that Covered Entity has breached a material term of this BAA, then Business Associate will provide Covered Entity with written notice of the existence of the breach and shall provide Covered Entity with 30 days notice to cure the breach. Covered Entity's failure to cure the breach within the 30-day period will be grounds for immediate termination of the Agreement and this BAA by Business Associate. Business Associate may report the breach to HHS.

D. Upon termination of the Agreement or this BAA for any reason, all PHI maintained by Business Associate will be returned to Covered Entity or destroyed by Business Associate. Business Associate will not retain any copies of such information. This provision will apply to PHI in the possession of Business Associate's agents and subcontractors. If return or destruction of the PHI is not feasible, in Business Associate's reasonable judgment, Business Associate will furnish Covered Entity with notification, in writing, of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return, or destruction of the PHI is infeasible, Business Associate will extend the protections of this BAA to such information for as long as Business Associate retains such information and will limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible. The Parties understand that this Section 14.D. will survive any termination of this BAA.

16. Effect of BAA.

A. This BAA is a part of and subject to the terms of the Agreement, except that to the extent any terms of this BAA conflict with any term of the Agreement, the terms of this BAA will govern.

B. Except as expressly stated in this BAA or as provided by law, this BAA will not create any rights in favor of any third party.

17. Regulatory References. A reference in this BAA to a section in HIPAA means the section as in effect or as amended at the time.

18. Notices. All notices, requests and demands or other communications to be given under this BAA to a Party will be made via either first class mail, registered or certified or express courier, or electronic mail to the Party's address given below:

A. If to Covered Entity, to:
501 Ella Ave
Joliet, IL 60433

Attn: Office of Executive Director
T: 815-740-8982
E: mkilbride@willcountyhealth.org

B. If to Business Associate, to:

Attn:
T:
E:

19. Amendments and Waiver. This BAA may not be modified, nor will any provision be waived or amended, except in writing duly signed by authorized representatives of the Parties. 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.

20. HITECH Act Compliance. The Parties acknowledge that the HITECH Act includes significant changes to the Privacy Rule and the Security Rule. The privacy subtitle of the HITECH Act sets forth provisions that significantly change the requirements for business associates and the agreements between business associates and covered entities under HIPAA and these changes may be further clarified in forthcoming regulations and guidance. Each Party agrees to comply with the applicable provisions of the HITECH Act and any HHS regulations issued with respect to the HITECH Act. The Parties also agree to negotiate in good faith to modify this BAA as reasonably necessary to comply with the HITECH Act and its regulations as they become effective but, in the event that the Parties are unable to reach agreement on such a modification, either Party will have the right to terminate this BAA upon 30-days' prior written notice to the other Party.

[The remainder of this page intentionally left blank; signatures on the following page]

In light of the mutual agreement and understanding described above, the Parties execute this BAA as of the date first written above.

By: _____
Name:
Title:

By: _____
Name: Elizabeth Bilotta, MS, LEHP, CHMM
Title: Executive Director, Will County Health Department & Community Health Center

Resolution #23-76 (BH)

Approval for the
Recovery Community
Organization
Appropriation Will be
added to the packet by
or at
Board



Will County
Health Department &
Community Health Center

**WILL COUNTY BOARD OF HEALTH
RESOLUTION #23-77**

**RESOLUTION OF THE WILL COUNTY BOARD OF HEALTH
WILL COUNTY, ILLINOIS**

APPROVAL TO SURPLUS EQUIPMENT– LISTING ATTACHED

WHEREAS, the Will County Health Department requires the disposal and/or recycling of one mini refrigerator for the HIV Program of the Family Health Services Division.

NOW, THEREFORE, BE IT RESOLVED, the Will County Board of Health hereby approves the disposal and/or recycling of the attached listings of items.

DATED THIS 20th day of December, 2023.

Billie Terrell, Ph.D., ACSW, President
Will County Board of Health

Exhibit A

Resolution No.: _____

Date Approved: _____

Page 102 of 107 Revised 05/06



**WILL COUNTY BOARD OF HEALTH
RESOLUTION #23-78**

**RESOLUTION OF THE WILL COUNTY BOARD OF HEALTH
WILL COUNTY, ILLINOIS**

**APPROVAL OF THE PURCHASE OF COMPUTER AND TECHNOLOGY
EQUIPMENT FOR THE RECOVERY COMMUNITY ORGANIZATION PROJECT –
NOT TO EXCEED \$16,371.83**

WHEREAS, the Will County Health Department received cannabis tax revenue funding of \$300,000 from Will County in FY23, allocated to support the startup of a Recovery Community Organization; and

WHEREAS, the Will County Health Department Behavioral Health Division is requesting approval to purchase computer and technology equipment to equip the Recovery Community Organization; and

WHEREAS, CDW-G is the Cooperative Joint Purchase Master Contract Vendor via Sourcewell Contract 081419.

NOW, THEREFORE, BE IT RESOLVED, the Will County Board of Health hereby approves the purchase of computer and technology equipment from CDW-G not to exceed \$16,371.83.

DATED THIS 20th day of December, 2023.

Billie Terrell, Ph.D., ACSW, President
Will County Board of Health



www.CDWG.com
800-808-4239

WILL COUNTY HEALTH DEPT
B 501 ELLA AVE
I **** MUST SHIP
L JOLIET, IL 60433-2700
L
T
O

Customer Phone # 8157278500

PROFORMA INVOICE

PROFORMA NO.	ACCOUNT NO.	DATE
1CCR33X	2348564	11/14/2023

S WILL COUNTY HEALTH DEPARTMENT
H 501 ELLA AVENUE
I DEBBIE ARTHUR
P ATTN: DEBBIE ARTHUR
T JOLIET, IL 60433-2700
O Contact: DEBBIE ARTHUR 815-727-8854

Customer P.O. # ITT:8HPKB

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
DAVE ENGMARK	312-705-8110 NiteMoves Local Su	Net 30 Days-Govt S	E9992573705

QTY.	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
4	7426982	DELL LAT 5540 I5-1335U 256/16 W11P Mfg#: DL1-8GHCF Contract: SOURCEWELL-3037653-STATE OF IL 081419-CDW	1079.26	4317.04
3	7193133	SUR PRO9 I5/8/256 W11GRPHT Mfg#: MS2-QF1-00019 Contract: SOURCEWELL-3037653-STATE OF IL 081419-CDW	1135.61	3406.83
3	6715444	SURFACE TC PRO9 BLK Mfg#: MS2-8XB-00001 Contract: SOURCEWELL-3037653-STATE OF IL 081419-CDW	138.39	415.17
4	7094261	LVO M70S G3 I5-12400 256/16 W11DG Mfg#: LDT-11T8003CUS Contract: SOURCEWELL-3037653-STATE OF IL 081419-CDW	773.83	3095.32
4	7371500	LVO T24V 23.8IN FHD HDMI/VGA/DP MON Mfg#: LV9-63D8MAR3US Contract: SOURCEWELL-3037653-STATE OF IL 081419-CDW	271.80	1087.20
1	7416183	LG PROBEAM 4000L WUXGA LASER PROJ Mfg#: LGE-BF40QS Contract: SOURCEWELL-3037653-STATE OF IL 081419-CDW	1417.47	1417.47
4	7039652	HP LASERJET PRO 4001DN MONO LASER	260.25	1041.00

The Proforma Invoice does not guarantee that any or all items on the order have shipped.

BUY WITH CONFIDENCE.

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061
Phone: 847-371-5000 Fax: 847-419-6200

TOTAL Continued

Please remit payment to:
CDW Government
75 Remittance Drive, Suite 1515
Chicago, IL 60675-1515



www.CDWG.com
800-808-4239

WILL COUNTY HEALTH DEPT
B 501 ELLA AVE
I **** MUST SHIP
L JOLIET, IL 60433-2700
L
T
O

Customer Phone # 8157278500

PROFORMA INVOICE

PROFORMA NO.	ACCOUNT NO.	DATE
1CCR33X	2348564	11/14/2023

S WILL COUNTY HEALTH DEPARTMENT
H 501 ELLA AVENUE
I DEBBIE ARTHUR
P ATTN:DEBBIE ARTHUR
T JOLIET, IL 60433-2700
O Contact: DEBBIE ARTHUR 815-727-8854

Customer P.O. # ITT:BHPKB

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
DAVE ENGMARK	312-705-8110 NiteMoves Local Su	Net 30 Days-Govt S	E9992573705

QTY.	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
3	7411604	Contract: SOURCEWELL-3037653-STATE OF IL 081419-CDW SAMSUNG 50IN CRYSTAL UHD SMART TV Mfg#: SCE-UN50CU8000FXZA Contract: SOURCEWELL-3037653-STATE OF IL 081419-CDW	438.78	1316.34
3	3621683	TRIPP DISPLAY MOUNT 45IN-85IN SCREEN Mfg#: TRI-DWT4585X Contract: SOURCEWELL-3037653-STATE OF IL 081419-CDW	91.82	275.46
			Subtotal:	16371.83
			Freight:	.00
			Sales Tax:	.00

The Proforma Invoice does not guarantee that any or all items on the order have shipped.

BUY WITH CONFIDENCE.

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061
Phone: 847-371-5000 Fax: 847-419-6200

TOTAL US Currency
16,371.83

Please remit payment to:
CDW Government
75 Ramblance Drive, Suite 1515
Chicago, IL 60675-1515

**PERSONNEL STATUS REPORT
DECEMBER 2023**

EMPLOYEES

DATE

NEW

Danielle Jagodzinski	12/11/2023
CHC	
CMA	
Cierra Nelson	12/11/2023
BH	
Engagement Specialist II	
April Allen	12/11/2023
CHC	
CMA	
Latisha Hughes	11/13/2023
CHC	
Medical Secretary (error made on November 15, 2023 personnel status)	
Morissa Green	1/8/2024
CHC	
BH Program Coordinator	
Guadalupe Sanchez	12/11/2023
FHS	
Patient Registration Clerk	
June Reisner	1/22/2024
CHC	
Administrative Asst. to CEO	
Norma Ramos	1/8/2024
Administration	
Customer Service Specialist	
Amanda Murphy	1/8/2024
CHC	
Community Health Educator I (position ends 3/31/2024)	
Annette Quiroga	1/8/2024
Administration	
Customer Service Specialist	
Jeffrey Lyang	1/8/2024
FHS	
CD Investigator II	
Tegan Roman	1/8/2024
Administration	
Health Navigator	
Nanette Wieck	1/8/2024
Behavioral Health	
Mental Health Counselor II Child & Adolescent	

CONTRACTUAL EMPLOYEE

Jasmine Flowers, MD	1/22/2024
CHC	(1 st yr. of 3 yr. contract)
Psychiatrist	

CONTRACTUAL

Darrell Troupe MD	12/1/2023-1/27/2024
BH	(extension of contract)
Psychiatrist	

PROMOTION

Licheal Shepard 12/11/2023
FHS
Staff Nurse III (transfer from BH to FHS, & promotion from Staff Nurse II)
Gabriela Reyes 11/22/2023
Administration
Accounts Payable II (promotion from Accounts Payable I)
Carol Ricken 12/11/2023
BH (ARPA to 9/30/25)
PQI Coordinator (transfer from Administration to BH & promotion from Safety & Risk Officer)

TEMPORARY

Hugo Flores 12/11/2023
CHC
Translator
Cynthia Griggs 12/11/2023
EH
Temporary File Clerk
Nancy Steyer 12/11/2023
Behavioral Health
Temporary Nurse

TRANSFER

Ofelia Martinez 1/8/2024
Administration
Administrative Clerk II (transfer from EH Assistant to EP&R Administrative Clerk II)

TERMINATION

Sharon Sanchez 11/22/2023
Family Health Services
Patient Registration Clerk

OTHER**RETIREMENT**

Anthony Melei 6/21/2024
Administration
Director of ITT

RESIGNATION

Olalekan Fapohunda 3/11/2024
CHC
Mental Health APRN

Approved:_____
Billie Terrell, PhD, ACSW, President, Board of Health_____
Date**Recommended:**_____
Elizabeth Bilotta, Executive Director, WCHD_____
Date