

**EXECUTIVE**

**COMMITTEE**

**RESOLUTIONS**





**Executive Committee  
Resolution #09-75**

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

**REPLACEMENT HIRES FOR  
SUNNY HILL NURSING HOME**

WHEREAS, in accordance with 55 ILCS 5/2-5009, the County Executive shall "appoint, with the advice and consent of the Board, such subordinate deputies, employees, and appointees for the general administration of county affairs as considered necessary, except those deputies, employees and appointees in the office of an elected county officer", and

WHEREAS, the Will County Executive has presented the attached list for the Sunny Hill replacement hires to the Executive Committee of the County Board, and

WHEREAS, that list has been approved by the Will County Executive Committee in the appropriate manner and now the committee recommends the list to the full Will County Board for approval.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board, in accordance with 55 ILCS 5/2-5009, does hereby concur with the action of its Executive Committee and the County Executive and gives its consent to the list of names attached to this resolution for the Sunny Hill Nursing Home.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set forth herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 19<sup>th</sup> day of March, 2009.

Vote: Yes \_\_\_\_\_ No \_\_\_\_\_ Pass \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Nancy Schultz Voots  
Will County Clerk

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Lawrence M. Walsh  
Will County Executive



**OFFICE OF THE COUNTY EXECUTIVE  
COUNTY OF WILL  
Human Resources Department**

WILL COUNTY OFFICE BUILDING • 302 N. CHICAGO STREET • JOLIET, ILLINOIS 60432

**Bruce Tidwell, SPHR**  
Director

Direct Dial: (815) 740-4634  
Fax: (815) 774-6355  
Email: btidwell@willcountyillinois.com

**THE COUNTY OF WILL**

**PERSONNEL REQUEST**

**March, 2009**

<b>NAME OF EMPLOYEE</b>	<b>PERSONNEL REQUEST</b>	<b>EFFECTIVE DATE</b>	<b>BUDGET CODE</b>	<b>EMPLOYEE POSITION</b>
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**Sunny Hill Nursing Home of Will County**

Travis, Cornelia	Replacement	March 9, 2009	101-41-285-1020	C.N.A.
Fairfield, Laura	Replacement	March 9, 2009	101-41-289-1010	L.P.N.
Hayes, Angela	Replacement	March 9, 2009	101-41-285-1010	C.N.A.
Koscinski, Cheryl	Replacement	March 9, 2009	101-41-285-1020	C.N.A.

Recommended: *Bruce L. Tidwell* 03/02/09  
 Bruce L. Tidwell, SPHR <sub>BT</sub> Date  
 Director, Human Resources

Approved: *Lawrence M. Walsh* March 2, 2009  
 Lawrence M. Walsh Date  
 Will County Executive



Executive Committee  
Resolution #09-76

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

**Authorizing the County Executive to Execute a Financial Consulting Services  
Agreement with Stern Brothers & Company**

**(Will County Regional Airport (South Suburban Airport) – Terry Smalinsky)**

WHEREAS, Terri A. Smalinsky of Stern Brothers & Co., (the "Consultant") has extensive experience in the analysis of business and financing issues related to the development of aviation facilities; and

WHEREAS, the Will County Executive's Office has requested that the attached financial consulting services agreement with Stern Brothers & Co., be renewed for one year, in an amount not to exceed \$60,000.00; and

WHEREAS, the Will County Executive Committee concurs with the request that the Will County Executive be authorized to execute the financial services consulting agreement with Stern Brothers & Co., to provide financial consulting services related to the development of the Will County Regional Airport (South Suburban Airport) in Will County in substantially the form attached hereto, subject to the review and approval of the Will County State's Attorney.

NOW, THEREFORE, BE IT RESOLVED, the Will County Board hereby authorizes the Will County Executive to execute the financial consulting services agreement with Stern Brothers & Co., to provide consulting services related to the development of the Will County Regional Airport (South Suburban Airport) in Will County, in substantially the form attached hereto, subject to the review and approval of the Will County State's Attorney.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 19<sup>th</sup> day of March, 2009.

Vote: Yes \_\_\_\_\_ No \_\_\_\_\_ Pass \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Nancy Schultz Voots  
Will County Clerk

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Lawrence M. Walsh  
Will County Executive



**FINANCIAL CONSULTING SERVICES AGREEMENT**  
**RE: WILL COUNTY REGIONAL AIRPORT**  
**(SOUTH SUBURBAN AIRPORT)**

THIS INDEPENDENT CONSULTANT AGREEMENT (this "Agreement") is made between Will County, Illinois (the "Client"), 302 N. Chicago St., Joliet, IL and Stern Brothers & Co., (the "Consultant"), 220 West Huron Street, Suite 500 East, Chicago, IL 60654.

**RECITALS**

Client desires to retain Consultant to provide professional consulting services related to financing the development of aviation facilities in Will County, IL. The Consultant desires to perform such services according to the terms of this Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the above premises, it is mutually agreed as follows:

**1. Scope of Agreement.** The scope of services to be performed is outlined in Exhibit "A" of this Consulting Services Agreement. The timeline is a projection that is subject to change. This Agreement constitutes the entire agreement between Client and the Consultant and supersedes any and all prior agreements, communications, negotiations and representations, whether oral or written, between Client and the Consultant. This Agreement shall apply only to the Services set forth in the scope of services to be accomplished after the effective date, and prior to the termination, of this Agreement except as may be modified or expanded during the term of this Consulting Agreement by mutual written consent of both Client and Consultant (by their authorized representatives).

**2. Performance of Services.** The Consultant agrees that it will, at all times, faithfully, industriously, and to the best of its ability, experience, and talents perform all the duties that may be required of and from the Consultant. Such duties shall be rendered within the State of Illinois and at such other places as the Client and Consultant shall in good faith agree to or determine from time to time.

**3. Term.** This Agreement shall commence on March 19, 2009 and continue until terminated in accordance with this agreement.

**4. Compensation and Times of Payment**

4.1 Fees. The Consultant's fees shall **not exceed** the greater of \$5,000 per month or \$60,000.00 for all services for FY 2009, billed at the rate of \$200/hour, not to exceed \$1,600 per day. However, the consultant may go over \$5,000.00 in a single month provided that fees for all services do not exceed \$60,000.00 total for FY 2009. Travel time shall be billed at ½ the regular hourly rate.

4.2. Business Expenses. Except for those expenses reimbursed pursuant to Section 4.3, the Consultant must bear any costs and expenses, and must obtain any supplies, required to carry out the Services. Without limiting the foregoing, the Consultant shall be responsible for providing the following, as the Consultant may deem necessary for performing the Services: (a) all equipment; (b) all postage, letterhead, envelopes and other office supplies; (c) all vehicles used by the Consultant, except rental vehicles to the extent permitted under Section 5.2; and (d) all office space and facilities.

4.3. Transportation Related Expenses. Will County shall reimburse the Consultant for reasonable and necessary transportation related expenses incurred by the Consultant in the course of providing the Services. The transportation related expenses shall include the cost of airline tickets, lodging, meals and automobile rental, parking, cab/shuttles, gratuities and other necessary and proper expenses when consultant travels on behalf of Client in performance of services under this contract and such travel is mutually agreed upon by the Client and Consultant. Transportation related expenses shall not include, regardless of location, (a) mileage, repair, maintenance or fuel expenses for Consultant's own vehicles or (b) the cost of any form of entertainment.

4.4. Invoices. Monthly invoices and detailed time and expense reports will be provided by the Consultant to the Client on the first of each month. Payment of billable hours and expenses will be made to the Consultant by the Client within 30 days of receipt of such invoices.

**5. Relationship of the Parties.**

5.1 Independent Consultant. The relationship between the parties is that of independent contractor. Nothing herein shall be construed to create a joint venture, partnership or employee/employer relationship. The Consultant and consultant's subcontractors shall not be considered an agent/agents or an employee/employees of Will County for any purpose.

5.2 No Fringe Benefits. As an independent Consultant, the Consultant shall have no right to any compensation from Will County other than the Fees and the reimbursement of Transportation Related Expenses (in Paragraph 4.3). Without limiting the foregoing, Will County shall have no obligation to provide the Consultant with (a) industrial accident, worker's compensation or unemployment insurance; (b) medical insurance or the payment of medical insurance premiums; (c) vacation, sick or holiday pay; (d) payment or withholding of social security or other taxes; or (e) any other benefits that are now, or may from time to time become, available to employees of Will County.

5.3 No Authority. The Consultant possesses no authority to bind Client for any promise, obligation, agreement or representation unless specifically authorized by Client in writing.

5.4. Liabilities. The Consultant shall not contract or incur any liabilities on behalf of Will County without specific written authorization.

**6. Indemnification.**

6.1 Consultant shall indemnify, defend and save harmless the Client, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs, claims or liabilities brought because of injuries or damages received or sustained by any person, persons, or property as the direct result of the willful misconduct of said Consultant, its officers, agents, employees and/or subcontractors and arising out of the performance of any of the provisions of the contract.

6.2 The Client shall indemnify, defend and save harmless the Consultant, its officers, agents, representatives and assigns, from lawsuits, actions, costs, claims or liabilities brought because of injuries or damages received or sustained by any person, persons, or property as the direct result of the willful misconduct of said Client, its officers, agents, employees and/or subcontractors and arising out of the performance of any of the provisions of the contract.

**7. Termination.** This Agreement shall terminate immediately upon the occurrence of any of the following events:

7.1 Mutual written agreement between Will County and the Consultant;

7.2 The Consultant's inability to perform the Services for any reason, including without limitation, the death, mental incapacity or physical disability of the consultant or any individual owning or controlling an

equity interest in, employed by or sufficiently necessary to the operations of the consultant that the Consultant cannot sufficiently perform the Services;

7.3 The Consultant's failure or refusal to faithfully or diligently perform the Services or the provisions of this Agreement; and

7.4 Improper professional or unethical conduct by the Consultant or any individual performing services on behalf of the Consultant;

7.5 Upon written notice of termination of this Agreement. This Agreement may be terminated by either party hereto upon thirty (30) day's notice to the other party. Client may terminate this agreement for whatever reason at whatever time during the term of this Agreement, and Consultant shall be entitled to immediate payment of the remaining unpaid reimbursable expenses and fees due pursuant to the provisions of this Agreement and as further set forth in Paragraph 4. Unless terminated for cause, or at the end of the term, or as a result of consultant's failure to render services in accordance with the general scope of services (Exhibit A), Consultant shall, upon termination of this Agreement by either Consultant or Client and at the request of Client, continue to perform its duties for a maximum of thirty (30) days, commencing from the time written notice of termination of this Agreement was given. Notice of termination of the Agreement shall be in writing and delivery shall be effective upon either personal service, three days following the date upon which such notice is deposited in the U.S. mail, certified mail/return receipt requested, or one day following deposit with a nationally reputable overnight courier service marked for next day delivery.

7.6 On November 30<sup>th</sup>, 2009 unless earlier terminated in accordance with this agreement or extended by mutual agreement of the parties.

If this Agreement is terminated for any reason, except for cause as set forth in paragraphs 7.2, 7.3 and 7.4, the Consultant shall be entitled to payment for all services completed at the time of notice of such termination pursuant to the provisions of paragraph 4.4.

**8. Disputes.** Any disputed or questioned charges, activities, or obligations will be forthrightly substantiated and resolved by both parties in good faith. Invoice items not questioned in writing within 30 days of the invoice date will be deemed accepted and payable.

9. **Confidentiality.** All information provided to Consultant by Client shall be treated as confidential. Consultant will maintain adequate security for all documents, notes and information provided by Client and will not disclose or discuss in any manner

any information about client or its business to any third party without prior and explicit approval of an authorized representative of client.

10. **Work Product.** All work produced pursuant to this agreement shall be the property of the County of Will and not otherwise distributed without Will County's permission.

11. **Miscellaneous**

11.1 **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of Illinois. Any action at law, suit in equity or other judicial proceeding for the enforcement or breach of this Agreement or any provision thereof shall be instituted and conducted in the County of Will, State of Illinois.

11.2 **Assignability.** The Consultant's rights and obligations under this Agreement are personal in nature, and the Consultant shall not assign such rights nor delegate such duties without prior written consent of Will County. Any agreement purporting to so assign the rights of the Consultant hereunder, delegate the duties of the Consultant hereunder or both shall be null and void and of no force or effect.

11.3 **Severability.** Any provision of this Agreement deemed illegal or unenforceable shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions herein, and any such illegal or unenforceable provision shall be deemed modified in a manner that it is no longer illegal or unenforceable.

IN WITNESS WHEREOF, the parties have executed this agreement on

\_\_\_\_\_  
County of Will by:

\_\_\_\_\_  
County Executive LAWRENCE M. WALSH

STATE OF ILLINOIS)  
  ) SS  
COUNTY OF WILL)

The foregoing instrument was acknowledged before me by **Lawrence M. Walsh** Will  
County Executive, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Witness my hand and official seal.

\_\_\_\_\_  
NANCY SCHULTZ VOOTS  
Will County Clerk

**Stern Brothers & Co. by**

\_\_\_\_\_  
TERRI A. SMALINSKY

STATE OF ILLINOIS)  
  ) SS  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me by **Terri A. Smalinsky** on this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**Exhibit A**  
**CONSULTANT SCOPE OF WORK**

Upon the request of Will County (the "Client"),s Stern Brothers & Co. (the "Consultant") will perform services for the Client including but not limited to the following:

1. Analyze technical information created by the State of Illinois Department of Transportation ("IDOT") Division of Aeronautics ("DOA") to formulate a financial business model for the SSA project (the "Project"), including analysis of how technical specifications impact the cash flow of the aviation business being created;
2. Evaluate financing options and capital structures for financing the Project and its components, including evaluation of comparative terms, covenants and debt requirements of each alternative;
3. Analyze financial risks of the Project to Will County (including residents, business community and local governments);
4. Examine present current financial market conditions related to alternative financing structures and evaluate the advantages and disadvantages of each;
5. Review and comment on the financial feasibility of Project documents.
6. Submit such written reports as may be required, appropriate and requested by the Will County Board.





Executive Committee  
Resolution #09-77

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

***AWARDING BID FOR REFRIGERATED BOX TRUCK  
FOR SHERIFF'S DEPARTMENT***

WHEREAS, on February 18, 2009, the County Executive's Office opened three (3) proposals for one refrigerated box truck for the Sheriff's Department, and

WHEREAS, after reviewing the proposals, the Fleet Superintendent for the Will County Sheriff's Department has recommended, and the Executive Committee concurred, that the bid for one refrigerated box truck be awarded to Northwest Ford Truck Center, Franklin Park, IL for a total cost of \$51,792.00.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby authorizes the purchase and awards the bid to Northwest Ford Truck Center, Franklin Park, IL for one refrigerated box truck for the Will County Sheriff's Department for a total cost of \$51,792.00.

BE IT FURTHER RESOLVED, that such purchases shall be funded through the Capital Improvements Fund. See the attached Bid History for full information.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set forth herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 19<sup>th</sup> day of March, 2009.

Vote: Yes\_\_\_ No\_\_\_ Pass\_\_\_\_\_(SEAL)

\_\_\_\_\_  
Nancy Schultz Voots  
Will County Clerk

Approved this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Lawrence M. Walsh  
Will County Executive





**BID TABULATION FOR**

**DEPARTMENT: BID #2009-50 SHERIFF REFRIGERATED BOX TRUCK**  
**DUE: 02-18-09, 11:00 AM OPENED: 02-18-09, 11:10 AM**

<b>BIDDER INFORMATION</b>	<b>BID BOND PRIME CERT ADDENDA REC'D LEAD TIME ARO</b>	<b>TOTAL PRICE</b>
<b>Northwest Ford Truck Center</b> Franklin Park, IL	10% PC YES 1 – YES 90 DAY	\$ 52,000.00*  SEE NOTES BELOW  2009 FORD F550
<b>La Beau Bros Inc.</b> Kankakee, IL	10% PC YES 1 – YES 45 DAY	\$ 59,682.00  2008 GMC TC5500 Red cab/white body
<b>Bill Jacobs Joliet</b> Joliet, IL	Ck PC 1 Lead –	<b>REJECTED – BID FORM            NOT SIGNED            ADDENDUM NOT SIGNED</b>

**ALSO PRESENT:**

Rita Weiss

Missy Miesmer

\*Deduct \$208 to delete PTO provision

\*Deduct \$506 to delete dual fuel tanks (standard 40 gallons)

# Memo

**To:** Purchasing Director Rita Weiss  
**From:** Fleet Superintendent D.J. Moore  
**CC:** file  
**Date:** 3/12/2009  
**Re:** Letter of Recommendation for purchase of refrigerated truck for (A.D.F.)

---

Rita,

Please accept this memo as a letter of recommendation on the purchase of a 2009 Ford F 550 Refrigerated Truck from Northwest Ford Truck Center Franklin Park IL. The purchase is price \$52,000.00 less the \$208.00 deduction for the P.T.O. provisions which total \$51,792.00. All other specifications meet and in some cases exceed our listed requirements.

Your consideration in this matter is greatly appreciated.

If you have any questions please contact me by Cell (815) 405-0322 – Office (815) 727-4830.

Respectfully,

Fleet Superintendent D.J. Moore#1059





**Executive Committee  
Resolution #09-78**

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

**Directing the Will County Public Building Commission  
to Manage the Health Department's Electrical Integration  
into Sunny Hill Nursing Home's Emergency Backup Generator Project**

WHEREAS, due to the State of Illinois Fire Marshall citing the Health Department to be out of compliance with it's indoor storage of diesel fuel for an emergency backup generator, and

WHEREAS, in order to come into compliance, the Health Department would need to spend several thousand dollars to address the diesel fuel storage issue on a backup power system that is over 40 years old which has been determined to be obsolete and has the ability to fail at any time, and

WHEREAS, this emergency backup generator currently supplies backup power for all telecommunications and network computer equipment for the Health Department, Community Health Center, Sunny Hill Nursing Home and the Sunny Hill TB Clinic, and

WHEREAS, at its March 10, 2009 meeting, the Finance Committee voted to recommend to the full County Board to request the Will County Public Building Commission manage the Health Department's electrical integration into Sunny Hill Nursing Home's emergency backup generator project, and

WHEREAS, at its March 12, 2009 meeting, the Executive Committee also confirmed its desire to recommend to the full County Board to request the Will County Public Building Commission manage the Health Department's electrical integration into Sunny Hill Nursing Home's emergency backup generator project.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby agrees with the recommendations of both the Finance and Executive Committees, and hereby requests and authorizes the Will County Public Building Commission, to the extent legally permissible, to manage the Health Department's electrical integration into Sunny Hill Nursing Home's emergency backup generator project.

BE IT FURTHER RESOLVED, that the Will County State's Attorney's Office has declared this project to be of an emergency nature.

BE IT FURTHER RESOLVED, that the Will County Executive's Office be authorized to take such action necessary to implement the intent of this resolution.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 19<sup>th</sup> day of March, 2009.

Vote: Yes \_\_\_\_\_ No \_\_\_\_\_ Pass \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Nancy Schultz Voots  
Will County Clerk


Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Lawrence M. Walsh  
Will County Executive



**WILL COUNTY HEALTH DEPARTMENT  
&  
COMMUNITY HEALTH CENTER**

**To:** James Moustis, Chairman  
Will County Board Executive Committee

**From:** John Cicero, Executive Director  
Will County Health Department 

**Date:** February 26, 2009

**Re:** Emergency Generator/Fire Marshall Compliance Issue

Due to the on-going compliance issue with the Health Department's Emergency Power System, I am recommending that this project along with the necessary financing be assigned to the Will County Public Building Commission.

The emergency generator, fuel tanks, controls, and electrical transfer switch at the Health Department are all over 40 years old. A recent review by the Farnsworth Group Chief Electrical Engineer has indicated that this equipment "could fail at any time". The Health Department's emergency generator currently supplies backup power for all telecommunications and network computer equipment for the Health Department, Community Health Center, Sunny Hill Nursing Home, and the Sunny Hill TB Clinic.

The preliminary engineering study has shown that several options exist to provide a new emergency power system for the Health Department which would ultimately satisfy State Fire Marshall requirements. Pending approval from the Illinois Department of Public Health, one option may be for the Health Department to connect to the current Sunny Hill Nursing Home emergency generator.

I have asked the State's Attorney's Office to explore whether this issue constitutes an emergency for the purpose of purchasing requirements.

Thank you for your review and consideration of this urgent matter.



**Public Health**  
Prevent. Promote. Protect.

*Main Office*  
501 Ella Avenue  
Joliet, IL 60433  
Ph 815.727.8480  
Fax 815.727.8484

*Community Health Center*  
1106 Neal Avenue  
Joliet, IL 60433  
Ph 815.727.8670  
Fax 815.727.8852

*Eastern Branch Office*  
44 Towncenter  
University Park, IL 60466  
Ph 815.727.8803  
Ph 708.531.0800  
Fax 708.534.7455

*Northern Branch Office*  
323 Quadrangle Dr.  
Bolingbrook, IL 60440  
Ph 630.679.7000  
Fax 630.679.7015



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

**RE: Authorizing Renewal of "Wrap Around" Professional Liability Insurance for  
the Will County Community Health Center**

**WHEREAS**, it is the desire of the Will County Board to retain the services of insurance providers for various property and casualty and liability insurance coverage within the County; and

**WHEREAS**, the Will County Board wishes to obtain liability insurance for all premises of the County, all roads maintained by the County, and those employees and departments operating under the jurisdiction of Will County; and

**WHEREAS**, the Will County Board authorized the Will County Executive to take action to put in place a comprehensive insurance program of property, casualty and liability coverage; and

**WHEREAS**, the Will County Community Health Center has been named a "deemed facility" under the Federal Tort Claims Act (FTCA) granting them certain levels of tort immunity; and

**WHEREAS**, as a part of that program the County purchased "wrap around" professional liability coverage to provide gap protection, which expired on March 1, 2009; and

**WHEREAS**, a favorable renewal was received with a premium in the amount of \$60,000.00; and

**WHEREAS**, after reviewing this renewal, the Executive Committee has recommended that the County accept this proposal for "wrap around" professional liability insurance for the Will County Community Health Center.

**NOW, THEREFORE, BE IT RESOLVED**, that the Will County Board hereby authorizes the Will County Executive to execute a contract for the renewal of this coverage for the period of March 1, 2009 through March 1, 2010.

**BE IT FURTHER RESOLVED**, that the Will County Executive is hereby authorized and directed to take such other and further action as necessary, to effectuate the intent of the foregoing resolution.

**BE IT FURTHER RESOLVED**, that the preamble of this Resolution is hereby adopted as if fully set forth herein.

**BE IT FURTHER RESOLVED**, that this Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 19<sup>th</sup> day of March, 2009.

Vote: Yes: \_\_\_ No: \_\_\_ Pass: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Nancy Schultz Voots  
Will County Clerk

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Lawrence M. Walsh  
Will County Executive



Executive Committee  
Resolution #09-79  
Attachment 1 of 26

2009 FEB 25 PM 3:24  
OFFICE OF THE EXECUTIVE

# **Will County Community Health Center**

## **“Gap” Professional Liability Renewal Insurance Proposal March 1, 2009 - March 1, 2010**

Presented by:

**Mary Jo Cooney-Lenkart, CPCU, MBA, MPH**  
Vice President



INVESTMENT MANAGEMENT  
INVESTMENT SERVICES  
INSURANCE SERVICES  
INVESTMENT BANKING  
CONSULTING  
REAL ESTATE

# “Gap” Professional Liability Renewal Insurance Proposal

for

## Will County Community Health Center

March 1, 2009 – March 1, 2010

Presented by

Mary Jo Cooney-Lenkart, CPCU, MBA, MPH  
Vice President, Healthcare

WILL COUNTY COMMUNITY HEALTH CENTER

## Contents

<b>I. The Mesirow Service Team</b>	
<b>II. Mesirow Financial Insurance Services Division</b> .....	1-2
<b>III. Will County Community Health Center</b>	
Executive Summary .....	3-4
Market Responses .....	5
Loss Summary.....	6
Interests Insured .....	7
<b>IV. Schedule of Locations</b> .....	8
<b>V. Schedule of Providers Retroactive and Employment Dates</b> .....	9
<b>VI. "Gap" Professional Liability Insurance</b>	
Policy Type .....	10
Limits of Insurance.....	10
Deductible/Retention.....	10
Retroactive Date.....	10
Terms and Conditions - CNA.....	11
Notable Exclusions .....	11
Note.....	12
Terms and Conditions – OneBeacon.....	13
Notable Exclusions – OneBeacon.....	13
Admitted.....	14
Claims Reporting.....	15
<b>VII. Summary</b>	
Premium Summary and Comparison .....	16
Important Disclosures.....	17
Best's Reports .....	18-19
<b>VIII. Mesirow Financial</b> .....	20

WILL COUNTY COMMUNITY HEALTH CENTER

## Mesirow Financial Service Team

Sheila D. Kelly	Senior Managing Director	312-595-7183 Fax: 312-595-4249 skelly@mesirofinancial.com
Mary Jo Cooney-Lenkart, MBA, MPH, CPCU	Vice President	312-5950-7185 Fax: 312-595-4249 mcooney@mesirofinancial.com
Natalie R. Firestone, RN	Vice President, Healthcare Risk Management	312-595-7191 Fax: 312-595-4249 nfirestone@mesirofinancial.com
Molly Cullen House	Vice President	312-595-7184 Fax: 312-595-4249 mhouse@mesirofinancial.com
Bridget A. Barham	Vice President	312-595-7186 Fax: 312-595-4249 bbarham@mesirofinancial.com
Gina M. Leander	Account Representative	312-595-8186 Fax: 312-595-4249 gleander@mesirofinancial.com
Anthony M. Lee	Account Representative	312-595-7188 Fax: 312-595-4249 alee@mesirofinancial.com
Carol Allison	Administrative Assistant	312-595-7182 Fax: 312-595-4249 callison@mesirofinancial.com
Bruce Slayter	Managing Director Risk Management Services	312-595-6295 Fax: 312-595-6506 bslayter@mesirofinancial.com
Thomas H. Honn	Senior Vice President Risk Management Services	312-595-6299 Fax: 312-595-6506 thonn@mesirofinancial.com
Nancy Bartusiak	Senior Claims Coordinator	312-595-6296 Fax: 312-595-6506 nbartusiak@mesirofinancial.com
Emily Toy	Vice President Risk Management Services	312-595-8091 Fax: 312-595-6506 etoy@mesirofinancial.com

WILL COUNTY COMMUNITY HEALTH CENTER

Jacqui Norstrom	Managing Director Bond/Specialty Lines	312-595-6976 Fax: 312-595-4374 jnorstrom@mesirofinancial.com
Frank Milazzo	Account Executive	847-444-2621 Fax: 847-444-2821 fmilazzo@mesirofinancial.com
Kimberly Filan	Account Executive	312-595-8126 Fax: 312-595-8159 kfilan@mesirofinancial.com

**Claims Reporting**

If a claim arises, it is imperative that you notify both the FTCA and CNA. Mesiro Financial can assist in this process. To reach Natalie Firestone, please call 312-595-7191 or 312-515-3246 (cell). If you are not able to reach Natalie, please contact Mary Jo Cooney-Lenkart at 312-595-7185 or 312-515-3235 (cell).

WILL COUNTY COMMUNITY HEALTH CENTER

## Mesirow Financial Insurance Services Division

### Background

Mesirow Financial's Insurance Services Division was established in 1972 as part of the firm's expansion into the financial services industry. The Division offers a full range of insurance services and employs approximately 350 experienced industry professionals.

Our Insurance Services Division is the largest independent insurance agency in the Chicago area and ranks in the top 30 nationally, providing a full range of insurance protection for businesses and individuals. In addition to property and casualty services, our areas of expertise encompass employee benefits, personal insurance, qualified and non-qualified employee savings plans, and life and disability protection.

### Mission

The mission of Mesirow Financial's Insurance Services Division is to differentiate Mesirow Financial in the market by providing a full range of highly professional insurance services. Our goal is to add value to our existing client relationships and forge new relationships based on a commitment to developing cost-effective and comprehensive programs.

### Approach

We develop an in-depth understanding of the client's business needs, enabling us to create strategies that fulfill the client's risk and human resource requirements.

An integral part of our problem-solving success is our long-standing and close relationships with many major insurance companies, as well as our ability to create self-funded programs where appropriate.

We are contract agents for the following companies:

- Chubb Group
- CNA
- Crum & Forster
- Fireman's Fund Insurance Company
- Harleysville Insurance
- Hartford Insurance
- Indiana Insurance Company
- The Navigators Group
- Philadelphia Insurance
- Seabright Insurance
- Travelers Insurance Company
- United Heartland
- Wausau Insurance Company
- Westfield Insurance
- Zurich Insurance Company

WILL COUNTY COMMUNITY HEALTH CENTER

**Additional Services**

- Aggressive claims services review
- Draft authority for certain claims
- Safety and engineering services in conjunction with Mesirow Financial Risk Management Services and insurance company personnel
- Annual internal audit of service and coverages

**Other Capabilities**

Expertise in the areas of employee benefits, disability, non-qualified deferred compensation, medical and life insurance programs.

As a full services financial firm, Mesirow Financial is able to handle other needs such as 401(k), pension and profit sharing plans, private equity, corporate finance, and real estate.

In addition, we are members of various professional insurance organizations, such as the Council of Insurance Agents, RiskProNet and Globex. Our affiliation with these organizations enhances the level of service we provide our clients.

**Organization**

To service the needs of our clients, Mesirow Financial utilizes a team approach. The teams are directed by principals of Mesirow Financial who have devoted their entire professional careers to the insurance industry. Each has experience in designing, placing, and servicing the most complex programs to satisfy property/casualty, human resource, executive compensation and business planning needs.

Will County Community Health Center will be handled by Mary Jo Cooney-Lenkart and her support staff. All are a part of the large lines account unit managed by Sheila Kelly, a firm principal.

WILL COUNTY COMMUNITY HEALTH CENTER

## Executive Summary

As you know, Mesirow Insurance Services continues to provide the members of the Illinois Primary Health Care Association with insurance and risk management services in conjunction with the "gap" liability program. When we became involved with the IPHCA in 2004, we worked very closely with CNA to make necessary revisions to the program to ensure that the policy was a true "gap" policy, and we succeeded. We also worked to make it much easier to add and/or delete providers, and this has worked well these past years.

The on-line risk assessment tool is being utilized by the Centers, and the reports are very positive. We urge you to take advantage of this tool and of Natalie Firestone, our risk management consultant.

For this year's renewal, we were not able to obtain a quote from the incumbent in time for this proposal due to the timing of the receipt of the applications. However, OneBeacon did offer a quote, and that is enclosed. OneBeacon offered quotes for all the IPHCA "gap" purchasers that renewed late in 2008 or early in 2009, and those quotes were extremely competitive. In fact, only two centers remained with CNA.

You will notice that the OneBeacon program is on "admitted" paper. This means the program has been filed with the State of Illinois' insurance department, and thus no taxes or fees apply. The CNA program was a surplus lines program, whereby taxes and fees did apply. This is one major difference in the programs.

The two programs mirror each other in the following ways:

- Providers need only be addressed at renewal, although you do have to keep us advised as to new providers as they join your organization
- Any changes in exposure, particularly for non-deemed exposures, need to be addressed immediately
- Termed providers share in the entity limit

### Individual Program Parameters For Will County Community Health Center

As we do every year, we will review the changes to the "gap" program that occurred during the current policy period. We ask that you review them for accuracy:

The following providers left Will County during the policy period, as noted:

- Efrain Flores, a pediatrician, as of March 31, 2008
- Dridhar Iyer, an ob/gyn, left as of August 8, 2008
- Tisa Morris, a family practitioner, left as of September 18, 2008
- Buthaina Jabir, an ob/gyn, left as of September 30, 2008
- Christine Lukanich, a nurse practitioner, left as of October 30, 2008
- Joanne Boyd, a nurse practitioner, left as of November 24, 2008
- Samantha Kothapalli, a dentist, left as of November 30, 2008
- Ramana Puppala, an ob/gyn, left as of December 5, 2008

All coverages and exclusions are not included on this page. Please refer to policy for all applicable terms and conditions. Additional limits and/or changes may be available after review and acceptance by insurer.

WILL COUNTY COMMUNITY HEALTH CENTER

**Individual Program Parameters For Will County Community Health Center (Cont.)**

Paula Overstreet, a nurse practitioner, joined Will County Community Health Center on December 15, 2008.

Also, we do want to point out the changes from the expiring policy's exposure base:

- The estimated number of encounters increased from 53,746 to 59,450
- The annual budget increased from \$8,691,667 to \$9,572,450
- The number of locations remained at 1
- Will County Community Health Center is not JCAHO accredited.

We have been asked by some of the centers to look at other coverages, such as management liability (Directors & Officers Liability, Employment-Related Practices Liability and Third-Party Discrimination coverage). We would be more than happy to do that on your behalf.

We also have been asked to quote on the property & casualty program for some of the center, and we would be happy to offer our services to you on that as well.

We look forward to discussing both renewal options with you and working with you during the upcoming policy period.

All coverages and exclusions are not included on this page. Please refer to policy for all applicable terms and conditions. Additional limits and/or changes may be available after review and acceptance by insurer.

WILL COUNTY COMMUNITY HEALTH CENTER

**Market Responses**

<b>Insurance Company</b>	<b>Coverage</b>	<b>Responses</b>
CNA/Columbia Casualty	"Gap" Liability	Quoted Pending
OneBeacon Insurance Company	"Gap" Liability	Quoted

All coverages and exclusions are not included on this page. Please refer to policy for all applicable terms and conditions. Additional limits and/or changes may be available after review and acceptance by insurer.

WILL COUNTY COMMUNITY HEALTH CENTER

## Loss Summary

**"Gap" Liability**

See Attached

Will County Community Health Center  
 Claims History 1998 – 2008

Name & DOB	Description of Claim	Status	Settlement, if any
Rodriguez, Enriqueta DOB: 9/14/66	# 96L17527 Alleged negligence in performance of forceps delivery.	Closed	\$15,000 WCHD \$35,000 Dr. Dumitru
Dean, Foster for Chavette Foster, a minor DOB: 5/18/86 (Chavette)	# 04 0053 Alleged negligent acts or omission of duty caused death of infant.	Closed	\$750,000 FTCA
Cartwright, Lora DOB: 4/20/63	# 03L 411 Allegedly performed vaginal delivery improperly	Closed - Dismissed vs. WCHD  Settled	\$450,000. Silver Cross Medical Associates
Morris, Maurita DOB: 11/11/83	# 05L 046 Infant death resulting from alleged failure to diagnose and treat patient as high risk pregnancy	Closed - Dismissed	
McDonald, Erica DOB: 1/4/80	# 06L 4010 Alleged negligence in providing prenatal care resulting in infant death*	Open	
Simonds, Angel DOB: 1/14/80	# 08-0285 Alleged failure to remove a lap pad during C-section *	Open	
Rocio, Tadeo 2/26/82	# 08-0023 Alleged failure to remove a sponge after a C-section *	Open	
Palacios, Angelica DOB: 4/7/81	# 08-L0471 Alleged Failure to remove a sponge after a C-section*	Open	

\*Happened in the same hospital facility; Medical Provider/s no longer employed with WCHD

WILL COUNTY COMMUNITY HEALTH CENTER

## Interests Insured

Named Insured	Package	Auto	Work Comp	Umbrella	D&O	E&O	Professional "Gap" Liability
Will County Community Health Center							X

Insured's Designated Mailing Address
1106 Neal Avenue Joliet, IL 60433

Additional Interests	Additional Insured	Mortgagee	Lenders Loss Payee	Loss Payee	Relationship
NA					

WILL COUNTY COMMUNITY HEALTH CENTER

## Schedule of Locations

- 1106 Neal Avenue  
Joliet, IL 60433

WILL COUNTY COMMUNITY HEALTH CENTER

## Schedule of Providers' Retroactive Date

	<b>Retroactive Date</b>
Balbarin, Corazon Family Practice	07/17/03
Milo, Luvisminda Pediatrician	07/17/03
Sifuentes, John Internal Medicine	07/04/04
Albi, Joyce Ob/Gyn	12/06/04
Abella, Clarence P. Family Practice	7/17/03
Agba, Dolly Nurse Practitioner	9/07/06
Baumwell, Sterling Ob/Gyn	3/1/06
Mersch, Sue Certified Nurse Midwife	10/22/07
Overstreet, Paula Nurse Practitioner	12/15/08

All coverages and exclusions are not included on this page. Please refer to policy for all applicable terms and conditions. Additional limits and/or changes may be available after review and acceptance by insurer.

WILL COUNTY COMMUNITY HEALTH CENTER

## “Gap” Professional Liability Insurance CLAIMS MADE COVERAGE

### Policy Type

- Claims Made

### Defense Costs

- Outside the Limit of Liability

### Limits of Insurance

- |   |             |
|---|-------------|
| • Each Claim  | \$1,000,000 |
| • Aggregate Limit (applies separately per provider) | \$3,000,000 |
| • Policy Aggregate                                  | \$5,000,000 |

### Higher Limits Are Available Upon Request

### Deductible/Retention

- None

### Retroactive Date

- July 17, 2003 for Will County Community Health Center, Inc.
- Varies for Providers - Refer to Page 9

### Deeming Date

- July 1, 2001

All coverages and exclusions are not included on this page. Please refer to policy for all applicable terms and conditions. Additional limits and/or changes may be available after review and acceptance by insurer.

WILL COUNTY COMMUNITY HEALTH CENTER

**Terms and Conditions - CNA**

- Insurance afforded by this policy shall apply solely to:
  - Those "claims" or circumstances" which are not covered under the Federal Tort Claims Act ("the Act") pursuant to Title 42., USCA 233 (g) and any amendments thereto. And;
  - Those "claims" or "circumstances" which are not the subject of any other valid and collectible insurance.
- It is a condition precedent to coverage under this policy that any insured seeking coverage under this policy shall, to the extent required under the Federal Tort Claims Act pursuant to Title 42 USCA 233, attain and maintain status as an "employee" of the United State Public Health Service as provided in the Federal Tort Claims Act pursuant to Title 42 USCA 233 (g).
- Notice of Cancellation: 30 days, except 10 days for nonpayment of premium
- Ancillary providers will no longer have separate limits but will share in the corporation's limits.
- Unless you are adding an ob-gyn or a family practitioner with obstetrical exposure, there will be no additional premiums for physicians added during the policy period. Additional premium will apply to any provider with obstetrical exposure.
- 25% minimum earned premium
- Service of suit endorsement

**Notable Exclusions Include, But Are Not Limited To The Following: - CNA**

- Claims or circumstances covered under the Federal Tort Claims Act pursuant to Title 42., USCA 233 (g)
- Any "claim" or "circumstance" that would have been payable under the Federal Tort Claims Act, pursuant to Title 42 USCA 233 and any amendment thereto but for the Insured's failure to comply with the requirements of the Federal Tort Claims Act pursuant to Title 42 USCA 233 or any applicable administrative mandate under the Act, including, but not limited to any failure to comply with the notice and cooperation requirements established by the Attorney General in conformance with Title 42., USCA 233 (b) and 233 (i)(1)(c).
- Any amounts in excess of the applicable statutory limitation on the total amount recoverable for injury or death of a patient due to professional malpractice.
- Moonlighting
- Pollution
- Abuse or Molestation
- Asbestos
- War
- Certified and Non-Certified Terrorism
- Lead
- ERISA
- Nuclear
- Mold
- Employment Practices
- **Please Refer To Your Policy For All Exclusions**

All coverages and exclusions are not included on this page. Please refer to policy for all applicable terms and conditions. Additional limits and/or changes may be available after review and acceptance by insurer.

WILL COUNTY COMMUNITY HEALTH CENTER

**Note:**

**This quotation expires March 1, 2009.** If between the date of this quotation and the effective date of the policy there is a significant adverse change in the condition of the applicant or occurrence of an event, which could substantially change the underwriting evaluation of the applicant, then, at the company's option, the quotation may be withdrawn by written notice thereof to the applicant.

**Non-Admitted**

- A **Non-Admitted** carrier in a given state is not protected by the Guaranty Fund in that state should insolvency (bankruptcy) occur. Surplus lines taxes and fees will normally apply to any coverage/premiums provided by a **Non-Admitted** carrier.

**Quote and Binding are Subject To:**

- Premium is payable by March 15, 2009

**IMPORTANT:** When replacing or renewing **Claims-Made** coverage, it is imperative that any potential incident that could give rise to a claim be reported under the terms of the policy.



<b>Carrier</b>	CNA/Columbia Casualty Company
<b>A.M. Best Rating</b>	A XV
	Non-Admitted
<b>Coverage Term</b>	March 1, 2009 – March 1, 2010

All coverages and exclusions are not included on this page. Please refer to policy for all applicable terms and conditions. Additional limits and/or changes may be available after review and acceptance by insurer.

WILL COUNTY COMMUNITY HEALTH CENTER

**Terms and Conditions - OneBeacon**

- Insurance afforded by this policy shall not apply to: Any Claim for which the insured is afforded coverage under the Federally supported health Centers assistance act of 1992 (as amended) and 1 or the Federally supported Health Centers Assistance Act of 1995 (as amended)
- Notice of Cancellation: 30 days, except 10 days for nonpayment of premium
- 25% minimum earned premium

**Notable Exclusions Include, But Are Not Limited To The Following: - OneBeacon**

- Claims or circumstances any claim for which the insured is afforded coverage under the Federally Supported Health Center Assistance Act of 1992 (as amended) and 1 or the federally supported Health Centers Assistance Act of 1995 (as amended)
- Insured is afforded coverage under the Federally Supported Health Center Assistance Act of 1992 (as amended) and 1 or the federally supported Health Centers Assistance Act of 1995 (as amended)
- Any amounts in excess of the applicable statutory limitation on the total amount recoverable for injury or death of a patient due to professional malpractice.
- Pollution
- Abuse or Molestation
- Asbestos
- War
- Certified and Non-Certified Terrorism
- Lead
- ERISA
- Nuclear
- Mold
- Employment Practices
- **Please Refer To Your Policy For All Exclusions**

**Note:**

**This quotation expires 3/01/2009.** If between the date of this quotation and the effective date of the policy there is a significant adverse change in the condition of the applicant or occurrence of an event, which could substantially change the underwriting evaluation of the applicant, then, at the company's option, the quotation may be withdrawn by written notice thereof to the applicant.

All coverages and exclusions are not included on this page. Please refer to policy for all applicable terms and conditions. Additional limits and/or changes may be available after review and acceptance by insurer.

WILL COUNTY COMMUNITY HEALTH CENTER


**Admitted**

- The term **Admitted carrier** refers to an insurer which has been approved (**Admitted**) by a given state's insurance department to write business in that state. Should an insolvency (bankruptcy) of an **Admitted carrier** occur, the insurer is protected by the State Guaranty Fund for a maximum per claim limit – subject to the rules of the State Fund where applicable.
- The scope and eligibility of protection afforded by each state's Insurance Guaranty Fund varies. For example, in Illinois, you are not eligible for participation for any first party or third party claim, by or against an Insured, if the aggregate net worth of the insured organization (including its affiliates and any person with direct or indirect 10% controlling interest as calculated on a consolidated basis on December 31 of the year next preceding the date the Insurer becomes an insolvent insurer) exceeds \$25,000,000.
- Please ask us for a copy of the specific Insurance Guaranty Fund statute for your state. We welcome the opportunity to discuss this in greater detail with you and/or your counsel, if you wish.

**Quote and Binding are Subject To:**

- Premium is payable by March 15, 2009

**IMPORTANT:** When replacing or renewing **Claims-Made coverage**, it is imperative that any potential incident that could give rise to a claim be reported under the terms of the policy.

	<b>Carrier</b>	OneBeacon Insurance Company
	<b>A.M. Best Rating</b>	A XV
	<b>Coverage Term</b>	Admitted March 1, 2009 – March 1, 2010

All coverages and exclusions are not included on this page. Please refer to policy for all applicable terms and conditions. Additional limits and/or changes may be available after review and acceptance by insurer.

WILL COUNTY COMMUNITY HEALTH CENTER

## Claims Reporting

The Professional Liability coverages provided are triggered by a Claims-Made date rather than by the occurrence date. The Claims-Made date is the date that the insurance company receives notice of a claim or an occurrence. The CNA Professional Liability policy defines these as follows:

- "Circumstance" means an act, error or omission from which an Insured reasonably expects that a "claim" could be made and which the Insured has reported to us in accordance with Section IV.
- "Claim" means "suit", a "written or oral demand", or an "arbitration proceeding".

The OneBeacon Professional Liability defines these as follows:

- A written demand received by an insured for monetary damages resulting from a wrongful act or an occurrence.

This program only covers claims that fall outside the auspices of the FTCA. Therefore, it is imperative that you call us immediately should you receive notice of a suit or if a circumstance that may give rise to a claim. We can help you with the claims process, either with the FTCA or with CNA.

Please call Natalie Firestone at 312-595-7191 or 312-515-3246 (cell). If you are unable to reach Natalie, please call Mary Jo Cooney-Lenkart at 312-595-7185 or 312-515-3235 (cell).

WILL COUNTY COMMUNITY HEALTH CENTER

## Premium Summary and Comparison

	Expiring Policy	CNA Renewal Policy	OneBeacon Quote
Premium	\$81,505	NA	\$60,000
Surplus Lines Tax	2,853	NA	
Stamping Fee	82	NA	
<b>Total</b>	<b>\$84,440</b>	<b>NA</b>	<b>\$60,000</b>

All coverages and exclusions are not included on this page. Please refer to policy for all applicable terms and conditions. Additional limits and/or changes may be available after review and acceptance by insurer.

WILL COUNTY COMMUNITY HEALTH CENTER

## Important Disclosures

Our proposal is an outline of the coverage offered by the insurers, based on the information provided by your company, which we have relied upon in preparing this proposal. If changes need to be made, please notify our office immediately. All changes are subject to review and acceptance by the insurance company. This proposal does not constitute a contract and does not include all the terms, coverage, exclusions, limitations, or conditions of the actual contract language. The policies themselves must be read for those details. For your reference, policy forms will be made available upon request.

In addition to the fees and/or commissions retained by Mesirow Insurance Services, Inc., it is understood and agreed that other parties, such as excess and surplus lines brokers, wholesalers, underwriting managers, and similar parties may earn and retain usual and customary commissions and/or fees in the course of providing insurance products.

As is common practice in the industry, Mesirow Insurance Services, Inc., has entered into arrangements with certain insurance carriers and wholesale brokers providing for compensation, in addition to commissions, to be paid to Mesirow Insurance Services, Inc. based on several factors, including the volume of premium and/or underwriting profitability of the insurance coverage written through our firm by those carriers. This additional compensation may include non-cash awards and other benefits. The insurance coverage you purchase through Mesirow Insurance Services, Inc., may be issued by an insurance carrier who has such an agreement with our firm. Should you have specific questions concerning such compensation, please contact your Mesirow Financial executive.

WILL COUNTY COMMUNITY HEALTH CENTER

## Best's Insurance Reports

*Best's Insurance Reports*, published annually by A. M. Best Company, Inc., presents comprehensive reports on the financial position, history, and transactions of insurance companies operating in the United States and Canada. Companies licensed to do business in the United States are assigned a Best's Rating which attempts to measure the comparative position of the company or association against industry averages.

A Best's Financial Strength Rating (FSR) is an opinion of an insurer's ability to meet its obligations to policyholders. The Best's Financial Strength Rating is based on analysis, which gives consideration to a number of factors of varying importance. While the analysis is believed to be reliable, we cannot guarantee the accuracy of the rating or the financial stability of the insurance company.

A copy of the *Best's Insurance Report* on the insurance companies quoted is available upon request.

**Best's Ratings** – Best's rating classifications are:

A++, A+	Superior
A, A-	Excellent
B++, B+	Good
B, B-	Fair
C++, C+	Marginal
C, C-	Weak
D	Poor
E	Under Regulatory Supervision
F	In Liquidation
S	Rating Suspended

Class I	\$	0	to	\$	1,000,000
Class II		1,000,000	to		2,000,000
Class III		2,000,000	to		5,000,000
Class IV		5,000,000	to		10,000,000
Class V		10,000,000	to		25,000,000
Class VI		25,000,000	to		50,000,000
Class VII		50,000,000	to		100,000,000
Class VIII		100,000,000	to		250,000,000
Class IX		250,000,000	to		500,000,000
Class X		500,000,000	to		750,000,000
Class XI		750,000,000	to		1,000,000,000
Class XII		1,000,000,000	to		1,250,000,000
Class XIII		1,250,000,000	to		1,500,000,000
Class XIV		1,500,000,000	to		2,000,000,000
Class XV		2,000,000,000	to		or more

WILL COUNTY COMMUNITY HEALTH CENTER

**Rating Modifier**

<b>Modifier</b>	<b>Descriptor</b>	<b>Definition</b>
u	Under Review	A modifier that generally is event-driven (positive, negative or developing) and is assigned to a company whose Best's rating opinion is under review and may be subject to change in the near-term, generally defined as six months.
pd	Public Data	Assigned to insurers that do not subscribe to Best's interactive rating process. Best's "pd" Ratings reflect qualitative and quantitative analyses using public data and information.
s	Syndicate	Assigned to syndicates operating at Lloyd's.

Best's Ratings for proposed company(ies), at time of presentation, are indicated on each page for each individual coverage.

WILL COUNTY COMMUNITY HEALTH CENTER

## Diversified Financial Services

Mesirow Financial has been a leader in serving the financial needs of individuals, businesses, investing institutions and broker-dealers since 1937. We are able to provide value to our clients by virtue of the depth and breadth of our services. Our six Divisions include:

**Investment Management** Integrated money management uniting our expertise in the areas of:

- Private Equity
- Traditional Asset Management
- Alternative Strategies
- Currency Management

**Investment Services**

- Institutional Fixed-Income and Equity Sales, Trading and Research
- Clearing and Execution Services for Correspondent Broker-Dealers
- Private Client Services

**Insurance Services** Full-service insurance agency offering Property and Casualty, Employee Benefits, Personal Insurance, Life and Disability and Structured Settlements.

**Investment Banking** Investment Banking, Corporate Finance, Public Finance and Sale-Leaseback Capital

**Real Estate** Development, Program Management

**Consulting** Corporate Recovery, Operations and Performance Improvement, Interim Management, Litigation and Investigative Services, Valuation Services



321 North Clark Street, Suite 1100  
Chicago, Illinois 60654  
312-595-6200

610 Central Avenue, Suite 200  
Highland Park, Illinois 60035  
847-681-2300

One Oakbrook Terrace  
Oakbrook Terrace, Illinois 60181  
630-705-2000

1500 S. Lakeside Drive  
Bannockburn, IL 60015  
847-444-1060



Executive Committee  
Resolution #09-80

RESOLUTION OF THE COUNTY BOARD  
WILL COUNTY, ILLINOIS

Re: Authorizing the Will County Executive to Issue a Letter of Commitment to Fund A Portion of the McKenzie Falls Senior Housing Redevelopment Project with Home Investment Partnership Grant Program Funds or Neighborhood Stabilization Program Funds as Appropriate

WHEREAS, the Will County Board enacted prior resolutions agreeing to participate in and administer the Will County NSP and HOME and CDBG programs, in accordance with Federal regulatory requirements; and

WHEREAS, the Will County Executive has appointed a CDBG/Home Advisory Board to recommend program policies and the funding of projects based on the HUD approved five-year Consolidated Plan; and

WHEREAS, pursuant to the County's HUD approved Citizen Participation Plan, and HUD Regulations at CFR Section 91.505, the CDBG/HOME Advisory Board, will be required, upon proper public notice, to conduct a public hearing on the substantial amendments to the County's Year 2008 Action Plan, and the Five Year Consolidated Plan for Years 2000-2004; and

WHEREAS, included as part of the substantial amendment to the existing 2008 Action Plan will be the reallocation existing NSP or HOME grant funds, not to exceed \$500,000 for the purpose of committing those funds for the development of affordable senior housing in Will County; and

WHEREAS, the Will County Executive Committee has reviewed this recommendation, and contingent on there being no contrary comments from the public during the 30 day display period of the amendments to the Year 2008 Action Plan and Five Year Consolidated Plan to consider and review, places this resolution before the Will County Board.

NOW, THEREFORE, BE IT RESOLVED BY THE WILL COUNTY BOARD THAT:

SECTION 1: The Will County Executive be authorized to issue a letter to the appropriate agency for the commitment of up to \$500,000 in Home Investment Partnership Grant Funds, or Neighborhood Stabilization Program Grant Funds for the McKenzie Falls Senior Housing Development.

SECTION 2: A special Statement of Conditions, which will be administratively developed prior to final award of any subgrant project, shall become a provision of the local grant award to which each relates, consistent with the requirements of HUD and the County's Policy Manual.

SECTION 3: The Will County Executive is authorized and directed to execute all HUD Grant Agreements, and all Cooperation Agreements with all sub grantees involved with this senior housing redevelopment project, subject to compliance with general and special Statements of Condition and upon the review and approval of the Will County State's Attorney.

SECTION 4: This Resolution and every provision thereof, shall be separable and the invalidity of any portion shall not affect the validity of the remainder.

SECTION 5: All Resolutions or parts thereof, in conflict herewith, are hereby repealed.

SECTION 6: This Resolution shall take effect following its passage, approval, adoption, recording, inspection and publication, as may be required by law.

Adopted by the Will County Board this 19<sup>th</sup> day of March, 2009.

Vote: Yes: \_\_\_\_\_ No: \_\_\_\_\_ Pass: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Nancy Schultz Voots  
Will County Clerk

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Lawrence M. Walsh  
Will County Executive

McKenzie Falls – Bolingbrook, IL

McKenzie Falls L.L.C. is hoping to complete a senior development that was abandoned in 2002. The original development named Cypress Creek was to provide 105 one-bedroom units affordable to senior residents at 60% of the Area Median Income. Before the development was abandoned approximately 6 buildings or 42 units were 50% completed. The development went into default, was foreclosed upon, and is currently owned by the bank which intends to sell the property. The development was never occupied.

It is McKenzie Falls L.L.C.'s hope to finish the buildings and provide 105 units for senior residents of the City of Bolingbrook and Will County.

The development rents and income limits would be changing to meet the affordable housing needs of the area. McKenzie Falls L.L.C. proposes that 11 units be targeted to seniors at or below 30% Area Median Income. Twenty-one (21) additional units would be targeted to seniors at or below 50% of the Area Median Income. Thus, 30% of the units will be targeted for households at or below 50% AMI. The remaining 73 units would be targeted to seniors at or below 60% AMI. Twenty-two (22) of the tenants would be assisted with subsidies from the Will County Housing Choice Voucher Conversion Program.





# Bolingbrook

a place to grow

Roger C. Claar  
Mayor

Carol S. Penning  
Village Clerk

Village Trustees  
Leroy J. Brown  
Michael T. Lawler  
Ricardo Morales  
Joseph B. Morelli  
Patricia E. Schanks  
Sandra S. Swinkunas

James S. Boan  
Village Attorney



375 W. Briarcliff Road  
Bolingbrook, Illinois  
60440-0951

[www.bolingbrook.com](http://www.bolingbrook.com)

(630) 226-8400  
FAX: (630) 226-8409  
TDD: (630) 226-8402



800

March 4, 2009

Mr. Lawrence M. Walsh  
Will County Executive  
302 N. Chicago St.  
Joliet, IL 60432

Re: McKenzie Falls – Bolingbrook, IL

Dear Mr. Walsh,

I am writing to express my full support for the proposed McKenzie Falls affordable senior rental development located in Bolingbrook, Illinois to be developed by McKenzie Falls L.L.C.

This development is critical to completing the original Cypress Creek project which was partially completed and abandoned since 2002. McKenzie Falls is vitally important to the Village in that it will eliminate a blight to the community and will provide 105 low-income units of senior housing for Bolingbrook and Will County residents.

The original project obtained favorable low-income financing through tax-exempt bonds and low-income housing tax credits along with local resources and commitments, however these lapsed when the project failed. The provision of the same type of financial assistance being requested will enable the Village and County to fulfill their previous obligation to provide affordable housing for seniors at this site for the community.

Will County's decision to provide a letter of commitment for financial assistance from either available Home Investment Partnership grant funds or from Neighborhood Stabilization Program grant funds in an amount not to exceed \$500,000 to be used for construction and gap financing will allow the project to competitively apply for Low-Income Housing Tax Credits from the Illinois Housing Development Authority (IHDA) and move forward on the completion of the project. Without this provision of local funding it is unlikely the project will obtain Tax Credits, and the project would not proceed.



WILL COUNTY ILLINOIS

A Community of 70,000

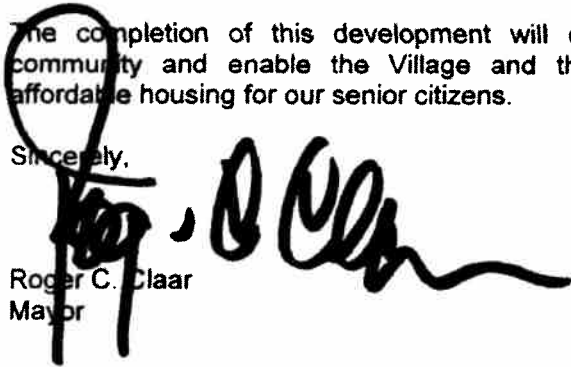
The Village has been working with the developer and the strong development team for several months. Jim Kiley, the principal of McKenzie Falls L.L.C, was a past Executive Director of the Illinois Housing Development Authority and comes to the project with a vast amount of experience and knowledge in affordable housing. McKenzie Falls L.L.C. has assembled a team of outstanding professionals in the affordable housing field capable of successfully completing this project.

Members of the development team include: developer McKenzie Falls L.L.C, general contractor Skender Construction, architect Worn Jerabek Architects, civil engineer/land planning & surveyor C.M. Lavoie, property manager The Ross Group, and consultant Mary Somrak Arey of Virchow Krause (formerly of IHDA). The team has extensive experience in construction, development, and affordable senior housing.

The completion of this development will complement the existing surrounding community and enable the Village and the County to provide much needed affordable housing for our senior citizens.

Sincerely,

Roger C. Claar  
Mayor

A handwritten signature in black ink, appearing to read 'Roger C. Claar', is written over the printed name and title. The signature is fluid and cursive, with a large initial 'R' and a long, sweeping tail.



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

**RE: AUTHORIZATION TO PARTICIPATE AS A TRIAL DEMONSTRATION SITE FOR  
CONSUMER HEALTH ADVISORS, INC**

WHEREAS, the County provides to eligible employees, through a self-funded program, MEDICAL benefits as part of its comprehensive group insurance plan; and

WHEREAS, Consumer Health Advisors, Inc (CHA) offers consumer-oriented health management products and services to large self-insured employers; and

WHEREAS, the focus of the enterprise is maintaining a robust flow of reliable information via electronic medical records to employees and their dependents, who now face a new set of expectations about financial responsibility and self-management of their health and health care benefits; and

WHEREAS, CHA has proposed to use the County of Will as a trial demonstration site for its services; and

WHEREAS, the general terms of the demonstration are for three (3) years. The first year is at no cost to the County, and the second and third year are at a 50% discount; and

WHEREAS, the County, in its sole option, may cancel the trial demonstration at the end of the first year without penalty; and

WHEREAS, this is an employee benefit that is strictly voluntary, and at no cost to the employee.

NOW THEREFORE BE IT RESOLVED that, upon recommendation of the Will County Executive, and concurrence of the Executive Committee of the Will County Board, the Will County Executive is authorized to negotiate and execute a contract with Consumer Health Advisors, Inc for the administration of this trial demonstration, subject to the review and approval of the Will County State's Attorney.

BE IT FURTHER RESOLVED, that Will County Executive, is hereby authorized and directed to take such other and further action as necessary, to effectuate the intent of the foregoing resolution. The Preamble of this Resolution is hereby adopted as if fully set forth herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 19<sup>th</sup> day of March, 2009.

Vote: Yes: \_\_\_\_\_ No: \_\_\_\_\_ Pass: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Nancy Schultz Voots  
Will County Clerk

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Lawrence M. Walsh  
Will County Executive





## Consumer Health Advisers™

Personalized Actionable Health Information™

### Overview

Over the last five years, employers have dramatically re-designed their health benefits, requiring employees to take greater responsibility for managing healthcare decisions and costs. This movement has created a rapidly growing market need for consumer-oriented healthcare information services that are readily accessible by employees.

Consumer Healthcare Advisers Inc. is a Maryland company that offers consumer health management information services to large self-insured employers and their employees. The focus of the enterprise is maintaining a robust flow of reliable information and advice to employees and their dependents, who now face new expectations about financial responsibility and self-management of their health and health care benefits.

The foundation of the firm is a web-based technology platform called the Consumer Health Management Center (CHMC). Unique aspects of this offering: are 1) a pre-populated Personal Health Record (PHR), automatically updated with the members' claims and clinical diagnostic information, 2) automated alerts and reports for guidance of health and healthcare choices, 3) on-line decision support tools to assist in making financial and wellness decisions, and 4) availability of a wide range of on-demand coaching and counseling services in conjunction with the technology platform. CHMC is directly licensed to plan sponsors as an employee benefit. The on-demand advisory services are paid for as used by the consumer. A management portfolio enables the employer/plan sponsor to monitor CMHC utilization, health improvement and cost savings.

### Consumers at the Crossroads

Two major trends in the current healthcare marketplace drive the demand for consumer health information services:

- A. Unyielding cost pressure on plan sponsors has led to the adoption of high deductible and high co-pay health plans and an accompanying shift of responsibility to consumers. By placing responsibility on employees and dependents, plan sponsors seek to stabilize the growth of their own expense as well as to incentivize cost consciousness, value purchasing and health improvement among beneficiaries. However, employers have not yet reaped the desired savings and health/productivity improvements from defined contribution plans because of the lack of consumer-focused advice and information on preventive care, best practices, care coordination and provider selection.
- B. Consumers generally lack a "medical home" or central point of information availability and care coordination. Employees and their dependents cannot be "health-wise value purchasers" without the tools and resources required for that role. Indeed, a major reason for employee resistance to and dissatisfaction with high deductible and consumer driven plans is the lack of readily available and reliable guidance on the medical marketplace.

**These dynamics have created an opportunity for consumer empowerment in the healthcare marketplace. For that to happen, the market requires a robust source of reliable personalized information that allows plan sponsors to successfully implement consumer-oriented benefit designs and for consumers to successfully navigate the uncharted waters of health improvement and healthcare purchasing. Consumer Health Advisers Inc. aims to close this gap between aspiration and reality in the evolving world of consumer-oriented healthcare.**

The screenshot displays the Consumer Health Advisers web interface. At the top, it says "Welcome to the Consumer Health Data Center™" and "Personalized, Actionable Health Information™". Below this are three main navigation tabs: "HEALTH STATUS", "HEALTH PROMOTION", and "HEALTH FINANCE".

The main content area is divided into three columns:

- Consumer Health Daily PORTFOLIO:** "PERSONAL HEALTH PORTFOLIO AT A GLANCE". It includes a table for "HEALTH STATUS" and "HEALTH FINANCE".

Health Status Indicators	Current	Previous	% Chg
Health Status Index	200	200	2.26
ROI	87.5	86.3	2.40
SP (Spillover)	540	540	-1.26
Health	64	61	3.76
Cholesterol	52	64	-1.91
Total Cholesterol	210	210	-4.30
- Consumer Health Daily ALERTS:** "PERSONAL ALERTS IN ORDER OF IMPORTANCE". It lists three alerts:
  - URGENT:** February 12, 2008: "You are 40 days overdue for your diagnostic Colonoscopy. Based on your health profile and Family History of Colon Cancer." > More
  - URGENT:** February 12, 2008: "Wellness Planter Report - Click here to view the report." > More
  - URGENT:** February 12, 2008: "Medical Bill Review Report > More
- Consumer Health Daily WELLNESS:** "PERSONAL WELLNESS RECOMMENDATIONS". It includes a section for "Based upon your personal health history of intestinal problems, you should consult your physician or pharmacist about increasing your FIBER INTAKE. DRAMATICALLY. To read more about guidelines for Fiber Intake, click here for more information."

## Consumer Health Management Center (CHMC)

The web-based CHMC is organized in four main Sections:

- 1) **Health Status** provides a full set of key indicators, daily alerts, standard of care reports, provider and procedure selection guides and other decision support tools relating to the existing diseases and conditions of the employee and dependents.
- 2) **Health Finance** provides a full set of Explanation of Benefit (EOB) records; HSA, HRA and FSA account summaries; financial alerts and reports; claims review and appeal services, insurance plan selection calculators, and a variety of budgeting and planning tools.
- 3) **Health Promotion** provides a full range of fitness reports, preventative care alerts, best practice protocol guides, diet and exercise tools, and provider ratings and rankings.
- 4) **Personal Health Record** is pre-populated and continually updated with administrative claims, clinical diagnostic data and financial information, allowing for individual and family control of personal health information. Families cannot manage their health without full information availability.

### On-Demand Health Advisory Services

In addition to the on-line tools and reports available through the CMHC, Consumer Health Advisers, Inc. also offers access to trained coaches and counselors who provide personalized advice on a variety of key topics:

- 1) **Health plan selection:** As employers offer a wider variety of plan options (PPO, high-deductible, EPO, HMO) along with spending accounts (FSA, HSA), the consumer needs help in selecting plans that are most cost effective based upon actual usage statistics from previous years as well as actuarial assumptions.
- 2) **Healthcare financial planning:** Health plans now include options that allow setting aside pretax dollars to pay for out-of-pocket healthcare expenses. Our advisory service assists consumers to better plan for the carryover feature of HSA plans, the use or lose feature of FSA plans, and the cost of major surgical and diagnostic procedures under high deductible plans.
- 3) **Healthcare provider and service selection:** Through this advisory service, consumers have access to experienced advisers who assist with decisions ranging from second opinions to the cost/value of procedures to evaluation of provider and facility quality.
- 4) **Health and wellness planning:** The new defined contribution health plans rest on the premise that consumers will be motivated and capable of improving their overall health and wellness. This service allows the consumer to work with a specialist to develop, implement and monitor wellness programs addressing weight loss, stress management, fitness and other key areas.



**Consumer Health  
Advisers™**

Personalized Actionable Health Information™

For more information:

Phone: 240.328.4959

[www.consumerhealthadvisers.com](http://www.consumerhealthadvisers.com)

Email: [info@consumerhealthadvisers.com](mailto:info@consumerhealthadvisers.com)