MEETING AGENDA

1. Call to Order
2. Roll Call: Elizabeth Flowers (Chair), Judy Gilmour, Scott Gryder, Matthew Prochaska, Robyn Vickers
3. Approval of Agenda
4. Approval of Minutes from April 17, 2019
5. Department Head and Elected Official Reports
6. Public Comment
7. Committee Business
   a. Presentation Review of Prescription Opportunities and Performance Drug – The Horton Group
   b. Discussion and Approval of Kencom Intergovernmental Agreement for Technology Support Services
   c. Discussion and Approval of Kencom Intergovernmental Agreement for Administrative, Treasury and Employee Benefits Administration Services
   d. Discussion of Worker’s Compensation Tactical Athlete Health and Performance Institute Program
8. Executive Session
9. Items for Committee of the Whole
10. Action Items for County Board
11. Adjournment

If special accommodations or arrangements are needed to attend this County meeting, please contact the Administration Office at 630-553-4171, a minimum of 24-hours prior to the meeting time
CALL TO ORDER - Committee Chair Elizabeth Flowers called the meeting to order at 5:30p.m.

ROLL CALL

<table>
<thead>
<tr>
<th>Attendee</th>
<th>Status</th>
<th>Arrived</th>
<th>Left Meeting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elizabeth Flowers</td>
<td>Present</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Judy Gilmour</td>
<td>Here</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scott Gryder</td>
<td>Here</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Matthew Prochaska</td>
<td>Here</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Robyn Vickers</td>
<td>Here</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Others in Attendance: Bob Jones, Scott Koeppel, Mike Neuenkirchen.

APPROVAL OF AGENDA – Motion made by Member Gryder second by Member Prochaska to approve the agenda. With five members voting aye, the agenda was approved by a 5-0 vote.

APPROVAL OF MINUTES – Motion made by Member Vickers, second by Member Gryder to approve the April 1st, 2019 minutes. With five members voting aye, the minutes were approved by a 5-0 vote.

DEPARTMENT HEAD AND ELECTED OFFICIAL REPORTS

➤ Health Insurance/Benefits - Bob Jones, updated the Committee on Health Insurance reports. Mr. Jones inquired about feedback for the potential Wellness Program. Ms. Flowers stated that since most employees were part of a union, the County should wait to get language into the union contracts. Mr. Gryder was interested in providing the service to non-union employees. Ms. Flowers wondered if it would be effective to just do non-union. Mr. Koeppel will continue to work on the language for the contracts and research integration for non-union employees.

➤ Administration Department – Ms. Johnson reviewed the Worker’s Comp and Liability Reports. The County had 1 new claim in March. Mr. Gryder asked about the Worker’s Comp Claims Report and variation in payments. Ms. Johnson explained that for each month listed this fiscal year, the County is paying on open claims from the various fiscal years listed.

PUBLIC COMMENT - None
COMMITTEE BUSINESS

➢ **Discussion and Approval of Amendment to Kencom Agreement for Technology Services** - Mr. Koeppel explained that they are still working separating the agreement, he was checking with Ken Com that they were on board with two agreements instead of one. As soon as the agreements are ready they will be brought back to the Committee for review.

➢ **Discussion and Approval of Resolution Authorizing Application for Financial Assistance from the Regional Transportation Authority Under Section 5310 of the Federal Transit Act** - Mike Neuenkirchen from Kendall Area Transit (KAT) indicated that this is similar to the Federal and State funding that was before the Committee last month. The 5310 Grant is through the RTA it would help extend current services. It is a $320,000 grant over 2 years. This is a resolution only; it does not require a public hearing. Motion made by Member Prochaska second by Member Gryder to forward the resolution to the County Board. **With five members voting aye, the resolution was approved to be forwarded by a 5-0 vote.**

➢ **Discussion of Codification** - Mr. Koeppel explained that codification is a way to organize ordinances. Mr. Koeppel reached out to Sterling the company that most surrounding entities use. The County currently has the ordinances listed on the website. However, it is not searchable or uniformly formatted. Member Gilmour asked about work currently being done on the Zoning Ordinance. The Committee would decide if the Zoning Ordinance should be incorporated. Member Prochaska indicated this is a long overdue project and that the Zoning Ordinance should be included. Member Gryder stated the current situation is problematic, there are often references to resolutions, minutes and appendixes that are missing. Member Vickers stressed the need to be digitally up to date. Mr. Koeppel will get a more formal quote and look at budget and funding.

➢ **Discussion of Kendall County Complete Count Committee** - Mr. Koeppel explained that Member Gryder is a member of the State of Illinois Complete Count Commission. Ms. Johnson drafted the attached resolution to create a subcommittee for the County to promote the 2020 Census. Mr. Koeppel noted the importance of getting an accurate count as it affects Federal funding and representation. Mr. Koeppel also indicated there is a possibility of grant funding through the State to help with promotion. He further stated that Plano in particular and other communities at Mayors and Managers were supportive. Member Gryder stated that the count in Kendall County went down from 2000 to 2010. Member Prochaska was interested in changing the name to a Commission. He also asked about adding language that the members would be appointed by the County Board Chair with approval by the County Board. Member Prochaska also questioned language about the staff person being a voting member of the committee or just staff support. Member Gryder thought that the person should be a member of the Committee so there would not be quorum issues. Finally, Member Prochaska asked about the final date for the Committee closing, that it be changed to September 2020. Member Gryder stressed the importance of this Committee to have unincorporated areas like Boulder Hill counted. Member Vickers also noted this will help with some fear associated with the Census. Motion made by Member Prochaska second by Member Vickers to forward the
resolution to the County Board. With five members voting aye, the resolution was approved to be forwarded by a 5-0 vote.

EXECUTIVE SESSION - Member Flowers made a motion to enter into Executive Session for the purpose of the review of discussion of minutes of meetings lawfully closed under the Open Meetings Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06, 5ILCS 120-2, second by Member Prochaska.

Roll Call: Member Flowers-Aye, Member Gilmour-Yes, Member Gryder-Yes, Member Prochaska-Yes, Member Vickers-Yes. With five members present, the committee entered into Executive Session at 6:24 p.m.

The committee reconvened in Open Session at 6:28 p.m.

ITEMS FOR COMMITTEE OF THE WHOLE - None

ACTION ITEMS FOR COUNTY BOARD

➢ Approval of Resolution Authorizing Application for Financial Assistance from the Regional Transportation Authority Under Section 5310 of the Federal Transit Act.

➢ Approval of Resolution Authorizing Kendall County Complete Count Commission

ADJOURNMENT – Member Prochaska made a motion to adjourn the meeting, second by Member Gryder. With five members voting aye, the meeting was adjourned at 6:34 p.m.

Respectfully Submitted,

Mera Johnson
HR Risk Management & Compliance Coordinator
<table>
<thead>
<tr>
<th>Product Category</th>
<th>2019 Q1</th>
<th>2019 Q2</th>
<th>2019 Q3</th>
<th>2019 Q4</th>
<th>2020 Q1</th>
<th>2020 Q2</th>
<th>2020 Q3</th>
<th>2020 Q4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Generic Mfg.</td>
<td>5.5%</td>
<td>6.0%</td>
<td>5.8%</td>
<td>5.7%</td>
<td>5.6%</td>
<td>5.9%</td>
<td>6.1%</td>
<td>6.0%</td>
</tr>
<tr>
<td>Brand Mfg.</td>
<td>12.5%</td>
<td>13.0%</td>
<td>12.8%</td>
<td>12.7%</td>
<td>12.6%</td>
<td>13.0%</td>
<td>13.2%</td>
<td>13.1%</td>
</tr>
<tr>
<td>National Pharmacy</td>
<td>3.2%</td>
<td>3.5%</td>
<td>3.0%</td>
<td>3.1%</td>
<td>3.2%</td>
<td>3.5%</td>
<td>3.1%</td>
<td>3.2%</td>
</tr>
<tr>
<td>Independent Pharmacy</td>
<td>4.0%</td>
<td>4.2%</td>
<td>4.1%</td>
<td>4.0%</td>
<td>4.1%</td>
<td>4.2%</td>
<td>4.1%</td>
<td>4.0%</td>
</tr>
<tr>
<td>Mail Order</td>
<td>1.5%</td>
<td>1.6%</td>
<td>1.4%</td>
<td>1.5%</td>
<td>1.4%</td>
<td>1.6%</td>
<td>1.4%</td>
<td>1.5%</td>
</tr>
</tbody>
</table>

**Pharmacy Key Indicators**

*Key metrics: your overall Rx spend*
Opportunities:
**Notes:**
- For Prop Plans ONLY. The HMO has the Performance Drug List and Exclusions in place. HMO cannot change network.

<table>
<thead>
<tr>
<th>Member Count</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 members</td>
<td>The abundance of OTC-counter products available on the market.</td>
</tr>
<tr>
<td>37 members</td>
<td>Exclusion of the Non-Preferred Strength Drug List (e.g., 5 mg, 10 mg, 25 mg, etc.) due to the abundance of over-the-counter products.</td>
</tr>
<tr>
<td>5,230 members</td>
<td>Lack of evidence-based efficacy and safety data.</td>
</tr>
</tbody>
</table>

**Pharmacy Network**
- New drugs will not be required to implement new programs.
- New drugs will be implemented after the CoP summary.

**Step Therapy**
- Designed to implement new drugs that meet the selection criteria, within one week of receiving new drug information.

**Utilization Management**
- Designed to promote patient safety and use of the drug as intended by the manufacturer and the FDA, available.
<table>
<thead>
<tr>
<th>Network Description</th>
<th>Non-Preferred</th>
<th>Preferred</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excludes CVS and additional independent pharmacies.</td>
<td>0.000</td>
<td>+3.000</td>
</tr>
<tr>
<td>90-day supply is optional.</td>
<td>16,000-20,000</td>
<td>16,000-20,000</td>
</tr>
<tr>
<td>Offers more competitive rates than traditional select</td>
<td>45,000 (optional)</td>
<td>50,000+</td>
</tr>
<tr>
<td>Leverages Prime's relationships with wholesalers.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Network Options**
Members Impacted: 24

Estimated Savings: $8,846

Tier 1 Pharmacies Include:
- Access to 90-day supplies only at 15,000 - 20,000 Tier 1 Pharmacies
- 35,000+ Tier 2 Pharmacies
- 15,000 - 20,000 Tier 1 Pharmacies (cost-sharing incentives apply)

Co-pay differential for non-Preferred Pharmacies
- $10 / $40 / $60
- $20 / $60 / $80 - Non-Preferred Pharmacies

Would change to:
- Current Co-pays: $10 / $40 / $60

Preferred Network

Provides clients with savings through better discounts and lower costs at Tier 1 Pharmacies and provides members convenience and choice to meet their needs.
Members are able to appeal drug changes. Horton will assist in this process.

<table>
<thead>
<tr>
<th>Description</th>
<th>Performance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Closed drug list</td>
<td>High generic utilization</td>
</tr>
<tr>
<td></td>
<td>High savings potential</td>
</tr>
<tr>
<td></td>
<td>Lowest net cost drug list</td>
</tr>
<tr>
<td>Open drug list covering all brands</td>
<td>Fewer Preferred Brands</td>
</tr>
<tr>
<td></td>
<td>Higher Generic Utilization</td>
</tr>
<tr>
<td></td>
<td>Moderate Savings Potential</td>
</tr>
</tbody>
</table>

Some plan sponsors may want to move immediately to Performance drug list to best manage the transition / limit initial disruption. Others may want to work their way towards that lowest net cost drug list and ease into spend.
Members Impacted: 31

Estimated annual savings: $23,057

Cost
Lowest Ingredient
Potential
Highest Savings
Utilization
High Generic
Managed Drug List

+ Pharmacy drug trends
Based upon review of historic prescription claims and our knowledge of Medical

We recommend the Performance Drug List
<table>
<thead>
<tr>
<th>Drug Category</th>
<th>Non Sedating Antihistamines</th>
<th>Generic PPIs</th>
<th>Brand PPIs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Members Impacted</td>
<td>0</td>
<td>37</td>
<td>75</td>
</tr>
<tr>
<td>Claims</td>
<td>0</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Many prescription generics are available.

- Drug class is readily available over the counter.
- Non Sedating Antihistamines
- Brand and Generic Proton Pump Inhibitors (PPI)

Exclusion Opportunities Available
Members can appeal changes with BCBS. Horton will assist in the appeal process. Medical records and a provider letter will be helpful in the appeal process.

Members have conversations with their providers regarding alternatives.

New impact report would be run and members affected receive letters at home regarding the change.

Decision required by County of Kendall 60 days prior to implementation.

Communication / Implementation
Questions?
INTERGOVERNMENTAL AGREEMENT FOR
ADMINISTRATIVE, TREASURY AND EMPLOYEE BENEFITS ADMINISTRATION SERVICES

THIS INTERGOVERNMENTAL AGREEMENT FOR ADMINISTRATIVE, TREASURY AND EMPLOYEE BENEFITS ADMINISTRATION SERVICES ("the Agreement") is by and between the County of Kendall, a unit of local government of the State of Illinois ("Kendall County"), Jill Ferko, in her official capacity as Kendall County Treasurer ("Treasurer") and the Kendall County Emergency Telephone Systems Board ("KenCom").

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, Kendall County and KenCom are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, the Treasurer is a county officer within the meaning of Article VII, Section 4 of the Illinois Constitution of 1970 who is authorized to act as treasurer of any unit of local government in her county when requested by any such unit; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved, provided
that the unit of local government contracting with Kendall County has authority to perform the service; and

WHEREAS, in an effort to reduce costs to the taxpayers of Kendall County, Kendall County, KenCom and the Kendall County Treasurer (hereinafter collectively referred to as “the parties”) entered into an intergovernmental agreement dated November 29, 2012, which was amended on November 15, 2016, wherein Kendall County and the Treasurer agreed to provide various administrative, treasury and technology support services to KenCom including, but not limited to, payroll, accounting and treasurer services, insurance administration, technology support and recordkeeping (hereinafter said agreement, as amended, shall be referred to as “the First IGA”); and

WHEREAS, Paragraph 5 of the First IGA stated, “This Agreement shall continue for a period of four (4) years after the parties’ execution of this Agreement and will automatically renew for successive additional one (1) year terms. Any party may terminate this intergovernmental agreement at anytime by providing one-hundred-twenty (120) calendar days advance written notice to all other parties”; and

WHEREAS, all parties to the First IGA hereby agree (1) to waive said one hundred-twenty (120) calendar day advance written notice requirement set forth in Paragraph 5 of the First IGA; (2) to terminate the First IGA effective immediately; and (3) to enter into this new intergovernmental agreement that defines the scope of administrative, treasury and employee benefits administration services to be provided by and to the parties and to enter into a separate intergovernmental agreement that defines the scope of technology support services to be provided by Kendall County to KenCom; and
NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this paragraph 1.

2. Kendall County, the Treasurer and KenCom hereby agree to waive the advance notice requirements set forth in the First IGA and hereby agree to terminate the First IGA effective immediately.

3. Effective immediately, Kendall County agrees to provide the following administrative services to KenCom, including:

   a. To list KenCom as an additional insured on Kendall County's current insurance plan, which shall provide coverage for (a) employer’s comprehensive general liability insurance for both personal injury and property damage; (b) comprehensive business automobile liability insurance; and (c) excess liability insurance. Nothing in this Agreement shall prevent KenCom from obtaining its own insurance coverage or insurance coverage in excess of what is already provided under Kendall County’s insurance plans.

   b. To permit KenCom employees to maintain coverage under Kendall County’s health and dental insurance plans and other employee benefit plans that Kendall County offers to Kendall County employees.

   c. To provide facilities maintenance services as set forth in the Lease Agreement executed by Kendall County and KenCom.

   d. To provide technical assistance to KenCom’s facilities management issues.
f. To forward all complaints received about KenCom's personnel and/or operations to KenCom for KenCom's review and processing.

g. To perform special facilities and/or other administrative service projects as requested by KenCom and approved by Kendall County.

4. The Treasurer and/or her designees agree to provide the following treasury and employee benefits administration services to KenCom:

   a. To conduct payroll services for KenCom employees.

   b. To maintain all accounts payable and accounts receivable for KenCom.

   c. To receive and safely keep the revenues and other public monies of KenCom and disburse the same.

   d. To deposit, invest and distribute monies on behalf of KenCom.

   e. To preserve accounting and financial records for KenCom's revenues and expenses, which come into the possession of the Treasurer.

   f. To prepare and maintain administrative records regarding KenCom and its employees' health and dental insurance coverage and other employee benefits coverage under Kendall County's applicable insurance policies and employee benefits programs.

   g. To assist KenCom and its employees with health and dental insurance administration questions, other employee benefits administration questions, and KenCom's annual open enrollment.

   h. Any other duties as agreed to in writing by the Treasurer and KenCom.

5. As consideration for the services to be performed pursuant to the terms of this Agreement, KenCom agrees to promptly reimburse the Treasurer and Kendall County for expenses that the Treasurer and/or Kendall County incur on KenCom's behalf (other than toner
and printer paper) while performing the administrative, treasury and employee benefits administration services set forth above in this intergovernmental agreement. KenCom agrees that such expenses expressly include all deductibles incurred for KenCom’s claims under the insurance policies maintained by Kendall County. KenCom agrees to reimburse the Treasurer and Kendall County for such expenses within thirty (30) calendar days of receipt of an invoice from the Treasurer and/or Kendall County. Treasurer and Kendall County agree to notify KenCom prior to incurring any billable expense, except in the event of an emergency in which case the Treasurer and Kendall County agree to notify KenCom about the billable expense as soon as practicable. The parties agree that KenCom shall not be responsible for labor costs and County resources (i.e., computers, networks, telephones, etc.) incurred by the County’s employees while the County employees perform the services set forth above in this Agreement.

6. This Agreement shall continue for a period of two (2) years after the parties’ execution of this Agreement and will automatically renew for successive additional one (1) year terms. Any party may terminate this intergovernmental agreement at anytime by providing one-hundred-twenty (120) calendar days’ advance written notice to all other parties.

7. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.

8. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by certified mail, or courier service and received. As such, all notices required
or permitted hereunder shall be in writing and may be given by depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested.

**If to the County:** Chairman of the Kendall County Board
111 W. Fox Street
Yorkville, Illinois 60560

With copy to:
Kendall County State's Attorney
807 John Street
Yorkville, Illinois, 60560

**If to the Treasurer:** Kendall County Treasurer
111 W. Fox Street
Yorkville, Illinois 60560

With copy to:
Kendall County State's Attorney
807 John Street
Yorkville, Illinois 60560

**If to KenCom:** Chair of the Kendall County Emergency Telephone Systems Board
1102 Cornell Lane
Yorkville, Illinois 60560

Chair of Finance Committee Kendall County ETSB
1102 Cornell Lane
Yorkville, Illinois 60560

9. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such
modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

10. This Agreement represents the entire agreement between the parties as it relates to administrative, treasury and employee benefits administration services to be performed by Kendall County and the Treasurer, and there are no other promises or conditions in any other agreement whether oral or written related to the administrative, treasury and employee benefits administration services to be provided by Kendall County and the Treasurer to KenCom. Except as stated herein, this agreement supersedes any other prior written or oral agreements between the parties as it relates to administrative, treasury and employee benefits administration services and may not be further modified except in writing.

11. Kendall County, the Treasurer and KenCom each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement;

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the above date.

**County of Kendall, Illinois**

By: ____________________________  By: ____________________________

Chair, Kendall County Board                                    Chair, KenCom Executive Board

Attest:__________________________  Attest:_________________________

County Clerk                                       Secretary
Kendall County Treasurer

By: __________________________________________

Kendall County Treasurer

Attest:

__________________________________________

County Clerk
INTERGOVERNMENTAL AGREEMENT FOR TECHNOLOGY SUPPORT SERVICES

THIS INTERGOVERNMENTAL AGREEMENT FOR TECHNOLOGY SUPPORT SERVICES ("the Agreement") is by and between the County of Kendall, a unit of local government of the State of Illinois ("Kendall County") and the Kendall County Emergency Telephone Systems Board ("KenCom").

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, Kendall County and KenCom (the "parties") are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved, provided that the unit of local government contracting with Kendall County has authority to perform the service; and

WHEREAS, in an effort to reduce costs to the taxpayers of Kendall County, the parties entered into an intergovernmental agreement dated November 29, 2012, which was amended on
November 15, 2016, wherein Kendall County and the Treasurer agreed to provide various administrative and technology support services to KenCom including, but not limited to, payroll, accounting and treasurer services, insurance administration, technology support and recordkeeping (hereinafter said agreement, as amended, shall be referred to as “the First IGA”); and

WHEREAS, Paragraph 5 of the First IGA stated, “This Agreement shall continue for a period of four (4) years after the parties’ execution of this Agreement and will automatically renew for successive additional one (1) year terms. Any party may terminate this intergovernmental agreement at anytime by providing one-hundred-twenty (120) calendar days advance written notice to all other parties”; and

WHEREAS, all parties to the First IGA have agreed (1) to waive said one hundred-twenty (120) calendar day advance written notice requirement set forth in Paragraph 5 of the First IGA; (2) to terminate the First IGA effective immediately; and (3) to enter into this new intergovernmental agreement that defines the scope of technology support services to be provided by and to the parties and to enter into a separate intergovernmental agreement that defines the scope of administrative and treasury support services to be provided by Kendall County and the Kendall County Treasurer to KenCom; and

WHEREAS, in an effort to reduce costs to the taxpayers of Kendall County, the parties hereby enter into this intergovernmental agreement wherein Kendall County agrees to provide certain technology support services for KenCom; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:
1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this paragraph 1.

2. Kendall County agrees to provide the following technology support services to KenCom pursuant to the terms of this Agreement, including:
   a. To provide operation and maintenance of copy, fax and scanning equipment.
   b. To provide operation and troubleshooting assistance for KenCom's networked printers and computers;
   c. To supply toner (ink) and paper to KenCom network printers that are acquired through Kendall County;
   d. To provide operation and maintenance of all KenCom PCs, Servers, Software, Network, Phones, and all other technology systems, provided, however, KenCom shall be responsible for the purchasing of all such equipment (with the exception of paper and toner).
   e. To permit Kendall County Technology Services Department staff to attend training for technology systems owned by KenCom, provided KenCom and Kendall County pre-approve the training, the training schedule, and all training and related travel expenses.
   f. Perform special technology service projects as requested by KenCom and approved by Kendall County.
3. As consideration for the services to be performed pursuant to the terms of this Agreement, KenCom agrees to the following:

   a. To pay to Kendall County a base monthly amount of $7,500.00 within thirty (30) days after execution of this Agreement for technology support services performed by Kendall County. Each year thereafter, KenCom shall pay to Kendall County the base monthly amount of $7,500.00 plus an annual increase of three percent (3%) to be calculated and added to the amount as reimbursement for Kendall County’s costs and services. The annual increase shall occur on December 1\textsuperscript{st} or each year starting December 1\textsuperscript{st} 2019. This three percent (3%) annual increase shall be cumulative.

   b. To pay for all training and associated travel expenses for Kendall County’s employees to attend training about KenCom’s technology systems, provided the training and associated travel expenses are pre-approved by KenCom and Kendall County. KenCom agrees to reimburse Kendall County for such expenses within thirty (30) calendar days of receipt of an invoice from Kendall County.

   c. To promptly reimburse Kendall County for all other expenses that Kendall County incurs on KenCom’s behalf (except toner and printer paper) while performing the technology support services set forth above in this intergovernmental agreement. KenCom agrees to reimburse Kendall County for such expenses within thirty (30) calendar days of receipt of an invoice from Kendall County. Kendall County agrees to notify KenCom prior to incurring any billable expense, except in the event of an emergency in which case Kendall County agrees to notify KenCom about the billable expense as soon as practicable.
d. Except as expressly set forth in Paragraphs 3(a) through 3(c) of this Agreement, the parties agree that KenCom shall not be responsible for labor costs and County resources (i.e., computers, networks, telephones, etc.) incurred by the County’s employees while the County employees perform the services set forth in this Agreement.

4. This Agreement shall continue for a period of two (2) years after the parties’ execution of this Agreement and will automatically renew for successive additional one (1) year terms. Any party may terminate this intergovernmental agreement at anytime by providing at least three hundred sixty four (364) calendar days advance written notice to all other parties.

5. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.

6. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by certified mail, or courier service and received. As such, all notices required or permitted hereunder shall be in writing and may be given by depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested.

If to the County: Chairman of the Kendall County Board
111 W. Fox Street
Yorkville, Illinois  60560

With copy to:
Kendall County State’s Attorney
807 John Street
Yorkville, Illinois, 60560

If to KenCom: Chair of the Kendall County Emergency Telephone Systems Board
1102 Cornell Lane
Yorkville, Illinois 60560

Chair of Finance Committee Kendall County ETSB
1102 Cornell Lane
Yorkville, Illinois 60560

7. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

8. This Agreement represents the entire agreement between the parties as it relates to technology support services to be performed by Kendall County, and there are no other promises or conditions in any other agreement whether oral or written related to the technology support services to be provided by Kendall County to KenCom. Except as stated herein, this Agreement supersedes any other prior written or oral agreements between the parties as it relates to technology support services and may not be further modified except in writing.

10. Kendall County and KenCom each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly
authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement;

**IN WITNESS WHEREOF**, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the above date.

**County of Kendall, Illinois**  
**Kendall County Emergency Telephone Systems Board**

By: ______________________________  
Chair, Kendall County Board  
*Attest:* ______________________________

By: ______________________________  
Chair, KenCom Executive Board  
*Attest:* ______________________________

______________________________  
County Clerk  
______________________________  
Secretary
ICRMT / Tactical Athlete Claims Cost / Benefits

- Cost per engagement $1285
- Milwaukee Fire Department achieved a 46% reduction in lost time work days in the 4 years since TAHPI partnership
- Achieved annual reduction of over $500,000 by reducing ER visits over past 2 years on total claims of 701.
- On average reduced time off work by 8 weeks

Estimated cost reduction

- Police / Fire $60,000 annual pay – AWW $1154
- $231 per day including PEDA
- TAHPI cost covered if return to work 5.5 days sooner

- $85,000 annual pay – AWW $1635
- $327 per day including PEDA
- TAHPI cost covered if return to work 4 days sooner

- Max wage $117,525 – AWW $2260
- $450 per day including PEDA
- TAHPI cost covered if return to work in under 3 days

This does not include overtime cost for required staffing
Reduce insurance premium costs and manage post-incident health and safety initiatives for municipal employees.

Risk management often have pre-incident prevention programs in place to keep municipal employees safe and healthy, but the market has not seen effective post-Injury solutions. Tactical Athlete Health & Performance Institute (TAHPI®) offers proactive strategies for post-incident management. Our specialists work with the first responder, HR, and trained medical providers to develop coordinated care plans that help the first responder heal and return to work faster.

“If they unfortunately are injured, TAHPI gets them in to see a specialist quick – it gets our most valuable resource healed and back to work sooner – a win for the employee and employer.”
—Robert Whitaker, Fire Chief, North Shore Fire/Rescue

What is TAHPI®?
Tactical Athlete Health & Performance Institute (TAHPI®) is a healthcare development company committed to creating solutions to protect the health and well-being of our first responders. TAHPI reduces the cost of healthcare initiatives for municipalities with proactive post-injury programs. We develop a transitional plan for getting employees back into the field faster, saving time and money for the city.

“I would suggest anybody who has the resources use TAHPI. I would not have been back in 8 weeks if it wasn’t for them helping, guiding and navigating the healthcare system. TAHPI put me in the position to help myself get back to work.”
—Lt. Tom McMenamin, Milwaukee Fire Department

Cost Savings
We provide high-quality, post-injury management to municipalities at a fraction of the price as commercial healthcare initiatives.

Quick Solutions
We are aggressive in our return to work programs. We advocate for the employee’s recovery by speeding up the workers’ compensation process and getting them appointments with necessary specialists within days, not months.

Industry Awareness
With 10+ sports medicine therapy, we understand the nature of municipal employee work and require our network of medical providers to understand this too.
A reliable, responsive, and customized provider network

Our physicians, physical therapists, and athletic trainers are educated on the physical and mental demands a first responder faces on a daily basis. We literally put providers in the shoes of their patient at our “Firefighter for a Day” trainings and other provider education programs, to ensure that our providers are able to develop customized care plans tailored for first responders.

“TAHPI has allowed our members to be seen quickly by the right providers – no waiting to see a specialist for weeks – they get in right away, get a treatment plan set up and we get them back to work sooner. It’s a win-win for both the employee and employer.”

—Robert Whetaker, Fire Chief, North Shore Fire/Rescue

“TAHPI makes it their mission to make sure that our officers and supervisors who get injured on the job are being quickly directed to the right medical professional.”

—Timothy J. Sharpie, Captain of Police, Wauwatosa Police Department

“TAHPI specialists have received excellent reviews. Our members are seeing great specialists that give them great care and that is priceless.”

—Jon Cohn, Fire Chief, Greenfield Fire Department

Interested in partnering with TAHPI?

Connect with Erich Roden, VP of Business Development & Marketing, about getting started with TAHPI today:

E: erichroden@tahpistrong.com
O: 414-376-2180 ext. 191
C: 414-559-0465
https://Info.tahpistrong.com/risk-management
Customized care, faster treatment and return to work for injured first responders.

Every Fire or Police Chief strives to keep firefighters, law enforcement officers, and first responders safe and healthy, but the reality is that injuries on the job happen. When your team is injured in the line of duty, help them recover faster and and get back on the force as quickly and cost efficiently as possible.

“TAHPI makes it their mission to make sure that our officers and supervisors who get injured on the job are being quickly directed to the right medical professional.”
— Timothy J. Sharpee, Captain of Police at the Wauwatosa Police Department

What is TAHPI?
Tactical Athlete Health & Performance Institute (TAHPI) manages injury-related costs for city employees like yours. Our program helps save overtime and related costs, reduce insurance premium expenditures, and allow the injured first responder to experience rapid treatment, recovery and returning to work, sooner.

Knowledge
We leverage 10+ years in sports medicine and nearly 90 combined years in law enforcement and firefighting. We know the physical demands of the job.

Integration
Our strong healthcare network ensures a timely diagnosis and rehabilitation. We act as a conduit between Human Resources and third-party administrators.

Savings
TAHPI is the most cost-effective option available to reduce lost work hours and overtime and Insurance related costs for first responders.

Our employees know that the TAHPI Program gets them in to specialists who are experienced in treating people in their field of work - if they are hurt at work they know they will see the right provider and not have to wait and wonder when they can get back to their normal lifestyle.
— Robert Whitaker, Fire Chief, North Shore Fire/Rescue

Traditional occupational health is waiting while TAHPI is in action. During a six-month period we were able to quantify 10 weeks of saved time using TAHPI.
— Jon Cohn, Fire Chief, Greenfield Fire Department

By initiating the diagnosis and treatment process so early - we have seen a reduction in overtime costs, and less stress on those officers who must cover the vacancies created... which equates to an overall cost savings for our department.
— Timothy J. Sharpee, Captain of Police, Wauwatosa Police Department
Proven Results

We establish networks consisting of the very best practitioners in your region that provide unprecedented value to these personnel cost savings. We pride ourselves on the diligent care delivered during our process, not only to the benefit of the injured first responder, but also to the benefit of the municipality.

Faster recovery for firefighters, cost savings for the city

An injured firefighter who entered into the TAHPI network program received care and treatment 6 weeks earlier than the surgical date he initially received when he pursued care on his own. This resulted in:
- 6 week reduction of injury time
- 13 shifts of savings at $850/shift
- $11,050 of total savings

"The entire process was impressive. In 22 years, I've never felt more cared about and part of a family. This program has to be the best improvement to the job in my career."

— Firefighter Brent St. John, Milwaukee Fire Department

Wondering how TAHPI would work for your municipality?

Connect with Erich Roden, VP of Business Development & Marketing, about getting started with TAHPI today:

E: erichroden@tahpistrong.com
O: 414-376-2180 ext. 191
C: 414-559-0465
https://info.tahpistrong.com/fire-and-police
### TAPHI Average 2014-2018 Potential WC Run Loss Cases

<table>
<thead>
<tr>
<th>Program Year</th>
<th>Count</th>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>ICRMT 2018-2019</td>
<td>2</td>
<td>(4 months)</td>
</tr>
<tr>
<td>ICRMT 2017-2018</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>ICRMT 2016-2017</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>ICRMT 2015-2016</td>
<td>7</td>
<td></td>
</tr>
<tr>
<td>ICRMT 2014-2015</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>32</strong></td>
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</tr>
</tbody>
</table>

**Average 2014-2018:** 7.5

### TAHPI Potential Pool WC Loss Run

<table>
<thead>
<tr>
<th>Program Year</th>
<th>Department</th>
<th>Status</th>
<th>Loss Cause</th>
<th>Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>ICRMT 2018-2019</td>
<td>Health/Human</td>
<td>Open</td>
<td>Slip/Trip/Fall</td>
<td>$369</td>
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<tr>
<td></td>
<td>Services</td>
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<td></td>
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<tr>
<td>ICRMT 2018-2019</td>
<td>Sheriff/Police</td>
<td>Open</td>
<td>Slip/Trip/Fall</td>
<td>$16,646</td>
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</tr>
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<td><strong>2</strong></td>
<td></td>
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</table>

**FY 18-19 To date**

<table>
<thead>
<tr>
<th>Program Year</th>
<th>Department</th>
<th>Status</th>
<th>Loss Cause</th>
<th>Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>ICRMT 2017-2018</td>
<td>Corrections</td>
<td>Open</td>
<td>Slip/Trip/Fall</td>
<td>$15,107</td>
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<tr>
<td>ICRMT 2017-2018</td>
<td>Sheriff/Police</td>
<td>Closed</td>
<td>MVA-Vehicle Accident</td>
<td>$3,493</td>
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<tr>
<td>ICRMT 2017-2018</td>
<td>Sheriff/Police</td>
<td>Re-Opened</td>
<td>Struck By Vehicle</td>
<td>$2,007</td>
</tr>
<tr>
<td><strong>3</strong></td>
<td></td>
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</table>

**FY 17-18**

<table>
<thead>
<tr>
<th>Program Year</th>
<th>Department</th>
<th>Status</th>
<th>Loss Cause</th>
<th>Paid</th>
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</thead>
<tbody>
<tr>
<td>ICRMT 2016-2017</td>
<td>Corrections</td>
<td>Closed</td>
<td>Struck By Person</td>
<td>$2,906</td>
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<tr>
<td>ICRMT 2016-2017</td>
<td>Corrections</td>
<td>Open</td>
<td>Miscellaneous</td>
<td>$158,301</td>
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<tr>
<td>ICRMT 2016-2017</td>
<td>Corrections</td>
<td>Closed</td>
<td>Struck By Person</td>
<td>$7,023</td>
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<tr>
<td>ICRMT 2016-2017</td>
<td>Corrections</td>
<td>Open</td>
<td>Caught In/On Between Object</td>
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<tr>
<td>ICRMT 2016-2017</td>
<td>Corrections</td>
<td>Closed</td>
<td>Struck By Person</td>
<td>$65,253</td>
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<tr>
<td>ICRMT 2016-2017</td>
<td>Health/Human Services</td>
<td>Closed</td>
<td>Slip/Trip/Fall</td>
<td>$32,024</td>
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<tr>
<td>-----------------</td>
<td>------------------------</td>
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</tr>
<tr>
<td>ICRMT 2016-2017</td>
<td>Sheriff/Police</td>
<td>Closed</td>
<td>Unknown Insufficient Info</td>
<td>$2,592</td>
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<tr>
<td>ICRMT 2016-2017</td>
<td>Sheriff/Police</td>
<td>Closed</td>
<td>Overexertion</td>
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<td>ICRMT 2016-2017</td>
<td>Sheriff/Police</td>
<td>Open</td>
<td>Slip/Trip/Fall</td>
<td>$141,811</td>
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<tr>
<td>ICRMT 2016-2017</td>
<td>Sheriff/Police</td>
<td>Closed</td>
<td>Hostile Acts Of Other Persons</td>
<td>$6,587</td>
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<tr>
<td>ICRMT 2016-2017</td>
<td>Sheriff/Police</td>
<td>Closed</td>
<td>Slip/Trip/Fall</td>
<td>$1,922</td>
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<tr>
<td>ICRMT 2016-2017</td>
<td>Sheriff/Police</td>
<td>Closed</td>
<td>Slip/Trip/Fall</td>
<td>$5,516</td>
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<tr>
<td>ICRMT 2016-2017</td>
<td>Sheriff/Police</td>
<td>Closed</td>
<td>Slip/Trip/Fall</td>
<td>$1,433</td>
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<tr>
<td>ICRMT 2016-2017</td>
<td>Sheriff/Police</td>
<td>Closed</td>
<td>Incident Only</td>
<td>$3,210</td>
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<tr>
<td>ICRMT 2016-2017</td>
<td>Sheriff/Police</td>
<td>Open</td>
<td>Slip/Trip/Fall</td>
<td>$86,847</td>
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<table>
<thead>
<tr>
<th>ICRMT 2015-2016</th>
<th>Animal Control</th>
<th>Closed</th>
<th>Bitten/Stung By Insect Or Animal</th>
<th>$240</th>
</tr>
</thead>
<tbody>
<tr>
<td>ICRMT 2015-2016</td>
<td>Animal Control</td>
<td>Closed</td>
<td>Bitten/Stung By Insect Or Animal</td>
<td>$496</td>
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<tr>
<td>ICRMT 2015-2016</td>
<td>Forest Preserve</td>
<td>Closed</td>
<td>Slip/Trip/Fall</td>
<td>$12,645</td>
</tr>
<tr>
<td>ICRMT 2015-2016</td>
<td>Sheriff/Police</td>
<td>Closed</td>
<td>Other</td>
<td>$333</td>
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<tr>
<td>ICRMT 2015-2016</td>
<td>Sheriff/Police</td>
<td>Closed</td>
<td>Contact w Objects Being Handled</td>
<td>$357</td>
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<tr>
<td>ICRMT 2015-2016</td>
<td>Sheriff/Police</td>
<td>Open</td>
<td>Caught In/On Between Object</td>
<td>$92,261</td>
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<td>ICRMT 2015-2016</td>
<td>Sheriff/Police</td>
<td>Open</td>
<td>Struck By Person</td>
<td>$106,585</td>
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<table>
<thead>
<tr>
<th>ICRMT 2014-2015</th>
<th>Animal Control</th>
<th>Closed</th>
<th>Twisting</th>
<th>$2,783</th>
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<tbody>
<tr>
<td>ICRMT 2014-2015</td>
<td>Maintenance Dept</td>
<td>Closed</td>
<td>Unknown-Insufficient Info</td>
<td>$222,296</td>
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<tr>
<td>ICRMT 2014-2015</td>
<td>Maintenance Dept</td>
<td>Closed</td>
<td>Repetitive Motion</td>
<td>$144,699</td>
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<tr>
<td>ICRMT 2014-2015</td>
<td>Probation</td>
<td>Closed</td>
<td>Unknown-Insufficient Info</td>
<td>$114</td>
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<tr>
<td>ICRMT 2014-2015</td>
<td>State's Attorney</td>
<td>Closed</td>
<td>Slip/Trip/Fall</td>
<td>$277</td>
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