

AGENDA
MACON COUNTY BOARD FINANCE COMMITTEE MEETING
November 29, 2021 @ 5:15 P.M.

Macon County Office Building
141 SOUTH MAIN, ROOM 514
Decatur, IL 62523

NOTICE TO THOSE ATTENDING IN PERSON

**CONSISTENT WITH GOVERNOR PRITZKER'S EXECUTIVE ORDER OF AUGUST 26,2021
FACEMASKS WILL BE REQUIRED IN ALL PUBLIC AREAS OF THE BUILDING**

- I. Call to Order**
- II. Roll Call**
- III. Approval of Minutes of Prior Meeting – 11/1/2021**
- IV. Claims (Justice, EEHW & Finance)**
- V. Reports**
 - A. Audit Sub-Committee**
 - B. Auditor**

Macon County Board Resolution Accepting One Year Proposal from Midwest Employers Casualty for Workers Compensation Excess Liability Insurance Coverage

Macon County Board Resolution Accepting a One Year Cyber Insurance Proposal Through Arthur J. Gallagher
 - C. Board of Review**
 - D. Supervisor of Assessments**
 - E. GIS**
 - F. Treasurer**

Macon County Board Resolution to Execute Deed to Convey Property in which Taxes were Delinquent
- VI. Citizen Remarks - Public Comment**

(Limited to a total of 20 minutes, 5 minutes maximum per person)
An opportunity for public comment will be provided to all those persons who are physically present and wish to do so, subject to the time restrictions set forth above.
- VII. Old Business**
- VIII. New Business**

County Clerk
Macon County Board Resolution Authorizing the Purchase of Election Voting Equipment with ARPA Funds

Transportation

Macon County Board Resolution Approving the 2022 Annual MFT Maintenance Program

Macon County Board Resolution Appropriating Funds for the 2021 Drainage Improvement Project

Macon County Board Resolution Appropriating Funds for Salary of the County Engineer

Circuit Court

Macon County Board Resolution Approving Increase in Appropriations in the Circuit Court's FY21 Budget for Expenses Related to a Sexually Dangerous Person Petition

Sheriff

Macon County Board Resolution Approving Permission to Dispose of Junked Vehicles

Macon County Board Resolution Approving an Agreement with Homewav for Inmate Telephone and Video Visitation Services in the Macon County Jail for the Term of December 1, 2021 thru November 30, 2023

State's Attorney

Macon County Board Resolution Authorizing Disposal of Surplus Property by the State's Attorney's Office

Macon County Board Resolution Designating the Illinois State's Attorneys Appellate Prosecutor as its Agent to Administer the Operation of Appellate Offices and Process Appellate Cases for Macon County During FY2022

Health Department

Macon County Board Resolution Approving Increase in Appropriations in the FY21 and FY22 Health Fund Budget for Delta Dental of Illinois Foundation

Macon County Board Resolution Approving Fuse Agreement for Macon County Health Department Dental Division

- IX. Closed Session (if needed)**
- X. Next Regular Meeting – 1/3/2022**
- XI. Adjournment**

**MACON COUNTY BOARD RESOLUTION
ACCEPTING ONE YEAR PROPOSAL FROM
MIDWEST EMPLOYERS CASUALTY FOR WORKERS COMPENSATION
EXCESS LIABILITY INSURANCE COVERAGE**

RESOLUTION NO. G-

WHEREAS, Macon County is self-insured for its Workers Compensation Program; and

WHEREAS, Macon County purchases excess liability insurance for this program for catastrophic claims; and

WHEREAS, Macon County has asked our insurance agent, Arthur J Gallagher Risk Management Services, to go to the market for Excess Workers Compensation insurance, and they have done so; and

WHEREAS, the Finance Committee met on November 29th, 2021 and discussed the proposal from Gallagher on a one-year agreement with Midwest Employers Casualty; and

WHEREAS, the Finance committee agreed on the recommendation of Gallagher to accept the attached proposal from Midwest Employers Casualty Company with a self-insured retention of \$500,000 (\$750,000 for Law Enforcement); and

WHEREAS, this proposal is for Excess Workers Compensation insurance for \$98,409 (subject to audit) for the period 12-31-21 to 12-31-22

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves accepting the attached proposal in its entirety from Midwest Employers Casualty Company.

BE IT FURTHER RESOLVED that this resolution shall become effective immediately upon the adoption thereof.

PRESENTED, PASSED, and APPROVED this 9th day of December 2021.

Ayes _____ Nays _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Joshua A. Tanner, Clerk for the
County of Macon, State of Illinois

Kevin R. Greenfield, Chairman
Macon County Board

County of Macon
Excess Workers Compensation
Rate Comparison

	Midwest 12/31/20-21	Midwest 12/31/21-22
Excess Workers Compensation		
SIR	\$500,000	\$500,000
SIR 7720 IL	\$600,000	\$750,000
Aggregate limit	\$1,000,000	\$1,000,000
Rate as a % of normal premium	448.85%	470.01%
Estimated Aggregate Retention	\$1,670,081.00	\$1,766,730.00
Minimum Aggregate Retention	\$1,636,679.00	\$1,731,395.00
Aggregate Loss Limitation	\$500,000	\$500,000
Rating Base:		
Payroll	\$24,525,000.00	\$25,660,000.00
Manual Premium	\$372,080.00	\$375,892.00
Rate as a % of normal premium	22.98%	26.18%
Estimated Annual Premium	<u>\$85,504.00</u>	<u>\$98,409.00</u>

**MACON COUNTY BOARD RESOLUTION ACCEPTING
A ONE YEAR CYBER INSURANCE PROPOSAL
THROUGH ARTHUR J GALLAGHER**

RESOLUTION NO. G- xxxx- 11-21

WHEREAS, Macon County wishes to mitigate risk caused by cyber events; and

WHEREAS, Macon County has had cyber insurance coverage for the prior two years; and

WHEREAS, there are very few insurers in the cyber market and premium costs are increasing each year; and

WHEREAS, a quote for Cyber insurance has been received for the policy year 12/1/21 to 12/1/22 in the amount of \$ 30,489 from CIRMA (Counties of Illinois Risk Management Agency) through Arthur J Gallagher; and

WHEREAS, the Finance Committee met on November 29, 2021 and discussed the attached proposal and agreed with the recommendation that the CIRMA proposal be accepted for the 12/1/21 – 12/1/22 coverage; and

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves accepting the attached proposal in its entirety from Counties of Illinois Risk Management Agency (CIRMA), presented by Arthur J Gallagher.

BE IT FURTHER RESOLVED that this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, APPROVED this 9th day of December, 2021.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh Tanner, Clerk for the
County of Macon, State of Illinois

Kevin R. Greenfield, Chairman
Macon County Board



Cowbell Cyber Insurance Quote - Prime 100

NAMED INSURED	County of Macon	AGENCY NAME	AmWins
REVENUE	\$71,055,376.00	QUOTE NUMBER	QCB-100-IOYTZ2MT
# OF EMPLOYEES	550		
YEAR ESTABLISHED	1829	EXPIRES ON	2021-12-09 (12:01 AM) Insured Local Time
INSURED STATE	IL		

Thank you for trusting Cowbell for your cyber coverage. Below is the detail of your quoted cyber policy based on the truthfulness and accuracy of the information provided to Cowbell in response to the questions on the insurance application entered into our underwriting system. After quote expiration date, underwriters generally reserve the right to revise the offered quotes. All quotes are subject to signed Cowbell application and confirmation of loss history.

PROPOSED POLICY DETAILS

AGGREGATE LIMIT	\$1,000,000	POLICY PERIOD	12/01/2021 to 12/01/2022
DEDUCTIBLE	\$25,000	ESTIMATED ANNUAL PREMIUM	\$30,389.00
WAITING PERIOD	8 Hrs	BROKER FEES	\$100.00
RETROACTIVE PERIOD	Full Prior Acts	TOTAL AMOUNT	\$30,489.00

COVERAGES	01	1M1
<input checked="" type="checkbox"/> Security Breach Expense		1M
<input checked="" type="checkbox"/> Security Breach Liability		1M
<input checked="" type="checkbox"/> Restoration of Electronic Data		1M
<input checked="" type="checkbox"/> Extortion Threats	50K	
<input checked="" type="checkbox"/> Public Relations Expense	50K	
<input checked="" type="checkbox"/> Business Income & Extra Expense Sublimit \$1M		1M
<input checked="" type="checkbox"/> Computer & Funds Transfer Fraud		1M
<input checked="" type="checkbox"/> Ransom Payment Limit \$1M		1M
<input checked="" type="checkbox"/> Social Engineering Limit \$250K Deductible \$25K	250K	
<input checked="" type="checkbox"/> Hardware Replacement Costs	50K	
<input checked="" type="checkbox"/> Telecommunications Fraud	50K	
<input checked="" type="checkbox"/> Post Breach Remediation Coverage	50K	

**MACON COUNTY BOARD RESOLUTION
TO EXECUTE DEEDS TO CONVEY PROPERTY
ON WHICH TAXES WERE DELINQUENT**

RESOLUTION NO. G-

WHEREAS, the County of Macon has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases where the taxes on same have not been paid pursuant to 35 ILCS 200/21-90; and

WHEREAS, pursuant to this program the County of Macon, as Trustee for the taxing districts involved, has acquired an interest in the real estate described in the attachment to this resolution; and

WHEREAS, it appears to the Macon County Board that it would be to the best interest of the taxing districts of Macon County to dispose of this interest in said property.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that the Chairman of the Macon County Board is hereby authorized to execute a deed of conveyance of the county's interest, authorization, or the cancellation of the appropriate certificate of purchase as the case may be on the following real estate for the sums shown on the attachment and to be disbursed as shown and according to law.

BE IT FURTHER RESOLVED by the Macon County Board that this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, APPROVED the 9th day of December, 2021.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh A. Tanner, Clerk for the
County of Macon, State of Illinois

Kevin R. Greenfield, Chairman
Macon County Board

Macon County Monthly Resolution List - December 2021

RES#	Account	Type	Account Name	Parcel#	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Misc/ Overpmt	Treasurer
12-21-001	0921001X	SAL	MOUNTAIN HARBOR PROPERTY OWNERS ASSOCIATION	04-12-23-353-055	813.00	0.00	0.00	63.00	450.00	0.00	300.00
12-21-002	0921002X	SAL	MOUNTAIN HARBOR PROPERTY OWNERS ASSOCIATION	04-12-26-101-056	813.00	0.00	0.00	63.00	450.00	0.00	300.00
12-21-003	1021001E	SAL	ALBERT EVANS	04-12-02-176-015	3,005.00	0.00	0.00	63.00	735.50	0.00	2,206.50
12-21-004	1021002E	SAL	NEW CHICAGO INVESTMENTS LLC	04-12-02-402-016	1,021.00	0.00	0.00	63.00	450.00	0.00	508.00
12-21-005	1021005E	SAL	CYNTHIA MATTHEWS	04-12-02-452-028	3,000.00	0.00	0.00	63.00	734.25	0.00	2,202.75
12-21-006	1021007E	SAL	CASEY WATSON	04-12-03-277-006	2,524.00	0.00	0.00	63.00	615.25	0.00	1,845.75
12-21-007	1021013E	SAL	TREVELL TYUS	04-12-09-304-013	6,801.00	0.00	0.00	63.00	1,684.50	0.00	5,053.50
12-21-008	1021016E	SAL	CASEY WATSON	04-12-09-481-002	3,121.00	0.00	0.00	63.00	764.50	0.00	2,293.50
12-21-009	1021021E	SAL	KEVIN WILLIAMS	04-12-10-126-005	2,000.00	0.00	0.00	63.00	484.25	0.00	1,452.75
12-21-010	1021024E	SAL	NEW CHICAGO INVESTMENTS LLC	04-12-10-183-017	1,021.00	0.00	0.00	63.00	450.00	0.00	508.00
12-21-011	1021034E	SAL	GARY R. HALL	04-12-10-277-002	976.00	0.00	0.00	63.00	450.00	0.00	463.00
12-21-012	1021036E	SAL	FIRST CHRISTIAN CHURCH OF DECATUR	04-12-10-277-031	900.00	0.00	0.00	63.00	450.00	0.00	387.00
12-21-013	1021038E	SAL	DIAMOND HANDS CAPITAL LLC	04-12-10-279-010	960.00	0.00	0.00	63.00	450.00	0.00	447.00
12-21-014	1021041E	SAL	DIAMOND HANDS CAPITAL LLC	04-12-10-279-023	960.00	0.00	0.00	63.00	450.00	0.00	447.00
12-21-015	1021048E	SAL	NEW CHICAGO INVESTMENTS LLC	04-12-10-332-010	1,021.00	0.00	0.00	63.00	450.00	0.00	508.00
12-21-016	1021053E	SAL	BRANDON BOEY	04-12-10-401-014	1,500.00	0.00	0.00	63.00	450.00	0.00	987.00
12-21-017	1021054E	SAL	CHARLES COX	04-12-10-403-016	1,000.00	0.00	0.00	63.00	450.00	0.00	487.00
12-21-018	1021073E	SAL	DIAMOND HANDS CAPITAL LLC	04-12-11-157-007	960.00	0.00	0.00	63.00	450.00	0.00	447.00
12-21-019	1021074E	SAL	MARILYN TAYLOR	04-12-11-180-017	820.00	0.00	0.00	63.00	450.00	0.00	307.00
12-21-020	1021075E	SAL	MARILYN TAYLOR	04-12-11-180-018	820.00	0.00	0.00	63.00	450.00	0.00	307.00
12-21-021	1021081E	SAL	NEW CHICAGO INVESTMENTS LLC	04-12-11-257-018	1,521.00	0.00	0.00	63.00	450.00	0.00	1,008.00
12-21-022	1021086E	SAL	CZUBIN INDUSTRIES	04-12-11-377-005	2,929.00	0.00	0.00	63.00	716.50	0.00	2,149.50
12-21-023	1021092E	SAL	NEW CHICAGO INVESTMENTS LLC	04-12-12-104-033	1,021.00	0.00	0.00	63.00	450.00	0.00	508.00
12-21-024	1021094E	SAL	CHARLES COX	04-12-12-155-010	1,500.00	0.00	0.00	63.00	450.00	0.00	987.00
12-21-025	1021102E	SAL	CASEY WATSON	04-12-13-151-005	3,483.00	0.00	0.00	63.00	855.00	0.00	2,565.00
12-21-026	1021109E	SAL	CASEY WATSON	04-12-13-281-011	2,392.00	0.00	0.00	63.00	582.25	0.00	1,746.75
12-21-027	1021115E	SAL	GLORIA HOUSTON	04-12-14-184-002	1,700.00	0.00	0.00	63.00	450.00	0.00	1,187.00

Macon County Monthly Resolution List - December 2021

RES#	Account	Type	Account Name	Parcel#	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Misc/ Overpmt	Treasurer
12-21-028	1021121E	SAL	DENNIS D. BALLINGER	04-12-14-276-018	821.00	0.00	0.00	63.00	450.00	0.00	308.00
12-21-029	1021124E	SAL	DIAMOND HANDS CAPITAL LLC	04-12-14-278-003	960.00	0.00	0.00	63.00	450.00	0.00	447.00
12-21-030	1021133E	SAL	ANDRE BARRON	04-12-14-353-025	2,050.00	0.00	0.00	63.00	496.75	0.00	1,490.25
12-21-031	1021134E	SAL	RED CARPET LIVING PROPERTIES LLC	04-12-14-353-026	1,210.08	0.00	0.00	63.00	450.00	0.00	697.08
12-21-032	1021135E	SAL	NEW CHICAGO INVESTMENTS LLC	04-12-14-353-027	1,021.00	0.00	0.00	63.00	450.00	0.00	508.00
12-21-033	1021136E	SAL	SCOTT EDWARD MYERS	04-12-14-355-001	1,001.00	0.00	0.00	63.00	450.00	0.00	488.00
12-21-034	1021137E	SAL	KATHLEEN LAGGAH	04-12-14-427-004	3,100.00	0.00	0.00	63.00	759.25	0.00	2,277.75
12-21-035	1021142E	SAL	KATHLEEN LAGGAH	04-12-15-159-013	7,000.00	0.00	0.00	63.00	1,734.25	0.00	5,202.75
12-21-036	1021144E	SAL	DLP REAL ESTATE LLC	04-12-15-205-014	815.00	0.00	0.00	63.00	450.00	0.00	302.00
12-21-037	1021158E	SAL	COLTON SCHEIBLY	04-12-18-253-002	1,500.00	0.00	0.00	63.00	450.00	0.00	987.00
12-21-038	1021165E	SAL	CHRIS MEOLA	04-12-23-226-025	3,609.00	0.00	0.00	63.00	886.50	0.00	2,659.50
12-21-039	1021170E	SAL	DAVID BISHOP	07-07-34-476-033	1,100.00	0.00	0.00	63.00	450.00	0.00	587.00
12-21-040	1021171E	SAL	HEATHER SULLIVAN	07-07-36-202-015	813.00	0.00	0.00	63.00	450.00	0.00	300.00
12-21-041	1021172E	SAL	JOEL C. CONLEY	07-07-36-202-022	1,325.00	0.00	0.00	63.00	450.00	0.00	812.00
12-21-042	1021177E	SAL	HEATHER SULLIVAN	09-14-31-252-001	813.00	0.00	0.00	63.00	450.00	0.00	300.00
12-21-043	1021178E	SAL	NED LYLE PENTTINEN	09-14-31-253-013	900.00	0.00	0.00	63.00	450.00	0.00	387.00
12-21-044	1021180E	SAL	FRANK CONROY	13-10-01-301-020, 021	1,021.00	0.00	0.00	63.00	450.00	0.00	508.00
12-21-045	1021181E	SAL	FRANK CONROY	13-10-01-301-022, 023	813.00	0.00	0.00	63.00	450.00	0.00	300.00
12-21-046	1021182E	SAL	MICHAEL W. CONROY	13-10-01-301-024, 025, 026	813.00	0.00	0.00	63.00	450.00	0.00	300.00
12-21-047	1021183E	SAL	DYLAN J. CONROY	13-10-01-301-027	813.00	70.00	0.00	63.00	450.00	0.00	230.00
12-21-048	1021184E	SAL	FRANK CONROY	13-10-01-301-039	813.00	0.00	0.00	63.00	450.00	0.00	300.00
12-21-049	1021185E	SAL	HADLEY G. WHITSEL II	13-10-01-301-040, 041	820.00	0.00	0.00	63.00	450.00	0.00	307.00
12-21-050	1021186E	SAL	FRANK CONROY	13-10-01-301-045	813.00	0.00	0.00	63.00	450.00	0.00	300.00
12-21-051	1021187E	SAL	LACEY MWRIGHT	13-10-11-204-008	1,801.00	0.00	0.00	63.00	450.00	0.00	300.00
12-21-052	1021189E	SAL	HEATHER SULLIVAN	17-12-35-103-003	813.00	0.00	0.00	63.00	450.00	0.00	1,288.00
12-21-053	201701221	SUR	DANEYILLE K KNACKMUHS	07-07-33-253-003	848.64	80.00	0.00	63.00	450.00	0.00	300.00
12-21-054	201700652	SUR	ALIGNING DYNASTY INVESTMENT GROUP LLC	04-12-13-277-013	6,902.93	80.00	0.00	0.00	377.75	159.00	231.89
									1,848.83	159.00	4,815.10

Macon County Monthly Resolution List - December 2021

RES#	Account	Type	Account Name	Parce#	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Misc/ Overpmt	Treasurer
					\$92,891.65	\$230.00	\$0.00	\$3,276.00	\$30,825.33	\$318.00	\$58,242.32
				Totals							
								Clerk Fees		\$230.00	
								Recorder/Sec of State Fees		\$3,276.00	
								Total to County		\$61,748.32	

Committee Members

**MACON COUNTY BOARD RESOLUTION
APPROVING THE APPROPRIATION OF
AMERICAN RESCUE PLAN ACT (ARPA)
FUNDS FOR THE PURCHASE OF ELECTION
EQUIPMENT UPGRADES**

RESOLUTION NO.

WHEREAS, The Macon County Clerk serves as Macon County's Election Authority and under state law the Clerk oversees the election process for all elections in Macon County; and

WHEREAS, the current 60 Unisyn OpenElect Voting Interfaces (OVI) used by the Macon County Clerk were purchased in September of 2016; and

WHEREAS, Liberty Systems, LLC presented Macon County with an upgrade to the election equipment which includes a favorable trade-in allowance; and

WHEREAS, the new Unisyn Freedom Vote Tablet (FVT) Touchscreens are lighter, more durable, and implement new technology to help reduce human error; and

WHEREAS, the Operations and Personnel Committee considered this resolution on November 15, 2021 and agreed to the attached quote from Liberty Systems, LLC, for \$98,500 with a trade-in allowance of \$29,500 on the current equipment; and

WHEREAS, the Finance Committee considered this resolution on November 29, 2021 and agreed to the attached quote from Liberty Systems, LLC, for \$98,500 with a trade-in allowance of \$29,500 on the current equipment; and

WHEREAS, Macon County has received \$10 million of the approximately \$20.1 million in ARPA funds which have been allocated to Macon County, and must spend these grant funds within roughly three and one-half years, by December 31, 2024, and any unexpended funds must be returned to the U.S. Treasury.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that they hereby approve the attached quote from Liberty Systems, LLC, for \$98,500 with a trade-in allowance of \$29,500 on the current equipment, to be paid out of the American Rescue Plan Act.



Equipment Purchase

Liberty Systems, LLC
219 S. Sampson Street
Tremont, Illinois 61568
Phone: (309) 925-2020
Fax: (309) 925 2018

Customer: Macon County Clerk, Macon County, Illinois
Address: 141 South Main Street, Room 104, Decatur, Illinois 62523
Contact person/office: Josh Tanner, Macon County Clerk

Payment Provisions: Description of software and equipment:

Voting Equipment

(40) Unisyn FreedomVote Tablet (FVT) Touchscreens	\$128,000
I Set of Headphones Included	
Shipping Included	
(59) Unisyn OpenElect Voting Interfaces (OVI)	(\$29,500)
Trade in Discount \$500/unit	
Total FVT Purchase Price	\$98,500

The 2022 Annual Fees are included within the purchase of the Unisyn Voting Equipment. Starting January of 2023, the Annual Fees will be billed annually.

IN WITNESS WHEREOF, the parties have executed this Purchase on this ____ day of _____, 2021.

ACCEPTED:

MACON COUNTY

BY _____

JOSH TANNER, MACON COUNTY CLERK

Date _____

LIBERTY SYSTEMS, LLC

BY _____

ALEX HANSEN, LIBERTY SYSTEMS, LLC

Date _____

**Macon County Board Resolution Appropriating
Funds for the 2022 Annual MFT Estimate of
Maintenance Cost**

RESOLUTION NO. H-2268-12-21

WHEREAS, funds need to be appropriated for the 2022 Annual MFT Estimate of
Maintenance Program, Section 22-00000-00-GM.

NOW THEREFORE, BE IT RESOLVED by the Macon County Board as follows:

- (1) THAT there be appropriated and there is hereby appropriated as much as
Three Million One Hundred Eighty-Two Thousand Two Hundred
Sixty-Six Dollars and No Cents (\$3,182,266.00) from the MFT Funds
Line Item 032-000-7785-000 (FY 22) for the above resolution.

PRESENTED, PASSED, AND APPROVED on this 9th day of December 2021.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

By:

Josh Tanner, Clerk for the
County of Macon, State of Illinois

Kevin R. Greenfield, Chairman
Macon County Board



Estimate of Maintenance Costs

Submittal Type **Original**

Local Public Agency	County	Section Number	Beginning	Maintenance Period Ending
	Macon	22-00000-00-GM	01/01/22	12/31/22

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Snow & Ice Control			Rock Salt	Ton	2,400	\$68.94	\$165,456.00	\$165,456.00
Shoulder Aggregate			CA-6 Crushed Limestone	Ton	600	\$16.00	\$9,600.00	\$9,600.00
Aggregate			CA-16 Crushed Limestone	Ton	3,500	\$21.00	\$73,500.00	\$73,500.00
Seal Coat			HFRS-2 and/or HFE-150	Gal	65,000	\$2.00	\$130,000.00	\$130,000.00
Stone Rip Rap			Class A R.R. #3 White Crushed Limestone	Ton	150	\$30.00	\$4,500.00	\$4,500.00
Crack Sealing			Asphalt Crack/Joint Seal	Pound	13,000	\$0.90	\$11,700.00	\$11,700.00
Patch & Seal Coat			CA-16 Cold Mix for Patch	Ton	250	\$120.00	\$30,000.00	\$30,000.00
Bituminous Patch			Superpave Hot Mix	Ton	500	\$95.00	\$47,500.00	\$47,500.00
Total Operation Cost								\$472,256.00

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor	\$1,300,010.00			\$1,300,010.00
Local Public Agency Equipment	\$410,000.00			\$410,000.00
Materials/Contracts(Non Bid Items)	\$89,200.00			\$89,200.00
Materials/Deliver & Install/Materials Quotations (Bid Items)	\$383,056.00			\$383,056.00
Formal Contract (Bid Items)	\$500,000.00	\$500,000.00		\$1,000,000.00
Maintenance Total	\$2,682,266.00	\$500,000.00		\$3,182,266.00

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering				
Engineering Inspection				
Material Testing				
Advertising				
Bridge Inspection Engineering				
Maintenance Engineering Total				
Total Estimated Maintenance	\$2,682,266.00	\$500,000.00		\$3,182,266.00

Remarks

**Macon County Board Resolution
Approving and Appropriating Funds
for the 2021 Drainage Improvement Project**

RESOLUTION NO. H-2269-12-21

WHEREAS, the funds need to be approved and appropriated for the 2021 Drainage Improvement Project on Baltimore Avenue (CH 7) and Elwin Blacktop (CH 30), Section 20-00311-00-DR.

NOW THEREFORE, BE IT RESOLVED by the Macon County Board as follows:

THAT there be appropriated and there is hereby appropriated as much as, but not to exceed One Hundred Twenty-Eight Thousand Dollars and No Cents (\$128,000.00) from County Bridge Line Item # 034-000-7730-000 (FY 21) to cover expenses for the County's share of the costs.

The above costs will benefit a highway facility owned by Macon County, are anticipated to be completely disbursed by November 30, 2021, and will be paid 100% by Macon County with no additional reimbursements.

PRESENTED, PASSED, AND APPROVED this 12th day of December 2021.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

By:

Josh Tanner, Clerk for the
County of Macon, State of Illinois

Kevin R. Greenfield, Chairman
Macon County Board



Does the County participate in the County Engineer's Salary Reimbursement Program? Yes No

Resolution No H-2272-12-21 Section No 22-00000-00-CS STP Section No 22-CS115-00-AC

WHEREAS, the County Board of Macon County has adopted a resolution establishing the salary of the County Engineer to be 100% of the recommended salary for the County Engineer as determined annually by the Illinois Department of Transportation, and percentage

WHEREAS, the County Board of Macon County has entered into an agreement with the Illinois Department of Transportation for transfer of Federal Surface Transportation Program funds to pay one-half of the salary paid to the County Engineer.

NOW, THEREFORE, BE IT RESOLVED, by the Macon County Board that there is hereby appropriated the sum of One Hundred Twenty-Nine Thousand Four Hundred Thirty-Eight Dollars (\$129,438.00) from the County's

Motor Fuel Tax funds for the purpose of paying the County Engineer's salary from 01/01/22 to 12/31/22 and, Fund beginning date ending date

BE IT FURTHER RESOLVED, that the Macon County Board hereby authorizes the Department of Transportation, State of Illinois to transfer Sixty-Four Thousand Seven Hundred Nineteen and No Cents Dollars

(\$64,719.00) of Federal Surface Transportation Program funds allocated to Macon County to the Department of Transportation in return for an equal amount of State funds; and County

BE IT FURTHER RESOLVED, by the Macon County Board that there is hereby appropriated the sum of N/A Dollars (\$0.00) from the County's

Fund funds for the purpose of paying the County Engineer's expenses from 01/01/22 to 12/31/22 beginning date ending date

I Josh Tanner County Clerk in and for said County of Macon in the State of Illinois, and Name of Clerk County

keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by the County Board of Macon at a meeting held on 12/09/21 County date

I certify that the correct TIN/FEIN number for Macon County is 37-6001309 Legal Status: Governmental. County TIN/FEIN Number

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 9th day of December 2021 Day Month, Year

(SEAL)

Clerk Signature

[Signature box]

APPROVED

STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION

For resolutions involving a transfer of STR funds:

Omer Osman, P.E.

Secretary of Transportation

Date

[Secretary Signature Box]

[Secretary Date Box]

BY:

Director, Office of Planning & Programming

Date

[Director Signature Box]

[Director Date Box]

For information about IDOT's collection and use of confidential information review the department's Identity Protection Policy.

PRESENTED, PASSED, APPROVED this 9th day of December, 2021.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh Tanner, Clerk for the
County of Macon, State of Illinois

Kevin R. Greenfield, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
APPROVING INCREASE IN
APPROPRIATIONS IN THE
CIRCUIT COURT'S FY21 BUDGET FOR
EXPENSES RELATED TO A SEXUALLY
DANGEROUS PERSON PETITION**

RESOLUTION NO.

WHEREAS, petitions have been brought seeking to declare defendants to be sexually dangerous persons (SDP); and

WHEREAS, state law requires that expenses incurred for psychological examinations of defendants in SDP cases are to be paid from a county's general fund; and

WHEREAS, such expenses in the amount of \$3,515.00 have been incurred in Macon County case no. 2021-MR-58; and

WHEREAS, by prior consensus of this Board, appropriations for expenses involving SDP cases would be made on an ad hoc basis; and

WHEREAS, an appropriation for \$3,515.00 is necessary and proper; and

WHEREAS, an emergency situation exists, in that, without amending the budget, the County will be deemed to have failed in its statutory obligation to pay for certain expenses related to sexually dangerous person petitions, exposing the County to liability; and

WHEREAS, the above appropriation was approved by the Justice Committee on November 18, 2021 and the Finance Committee on November 29, 2021.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that the Circuit Court's FY2021 budget be amended as follows:

001-140-7390 INCREASE \$3,515.00

BE IT FURTHER RESOLVED this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED AND APPROVED this 9th day of December, 2021.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh Tanner, Clerk for the
County of Macon, State of Illinois

Kevin Greenfield, Chairman
Macon County Board

SERVICE INVOICE for Macon County Case #2021-MR-58

Alternatives Counseling, Inc.

POB 639, 88 S. Main Glen Carbon, IL 62034

T. 618-288-8085 Email: Office@Acheips.org www.AChelps.org

Bill To: Macon County Public Defender Michelle Sanders Phone:
 Address: 253 East Wood Street Fax:
 Room 209 Email:
 Decatur, IL 62523 Contact:

DATE	DESCRIPTION	RATE PER HOUR	HOURS	TOTAL
	<u>Psychosexual Evaluation of M. Riecks for case #2021-MR-58 by Donya L. Adkerson, MA, LCPC, LSOTP, LSOE</u>			\$0.00
9/18/2021	Reading background documentation and preparing related notes into report.	\$125.00	2	\$250.00
9/19/2021	Reading background documentation and preparing related notes into report.	\$125.00	1.25	\$156.25
9/21/2021	Reading background documentation and preparing related notes into report. Conduct client interview, organize notes, prepare report.	\$125.00	8.83	\$1,103.75
9/26/2021	Writing interview draft section of report.	\$125.00	2.75	\$343.75
10/3/2021	Add remaining background to report.	\$125.00	1.45	\$181.25
10/4/2021	Continue actuarial risk assessment and report writing/editing	\$125.00	3.67	\$458.75
10/10/2021	Dynamic risk assessment, write/edit related report sections.	\$125.00	4.75	\$593.75
10/23/2021	Diagnostic work, develop findings/conclusions, write report sections, editing.	\$125.00	3.42	\$427.50
	Total Hours		28.12	
			Total Due	\$3,515.00
			Less retainer	\$0.00
			PLEASE PAY:	\$3,515.00

Total due in 30 days.

Please Make Check Payable to Alternatives Counseling, Inc. FEIN 37-1303427

IN THE CIRCUIT COURT FOR THE SIXTH JUDICIAL CIRCUIT
MACON COUNTY, ILLINOIS

IN RE: THE COMMITMENT OF

MICHIAL RIECKS,

Respondent.

)
)
)
)
)
)

NO. 2021-MR-58

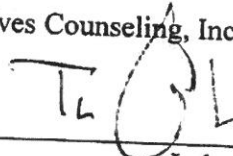
ORDER FOR PAYMENT OF EXPERT WITNESS FEES

Pursuant to 725 ILCS 207/25(e), this Court finds:

1. Respondent is charged with being a sexually violent person.
2. The Court found Respondent indigent and appointed counsel to represent him.
3. In June 2021, the Court appointed an expert on Respondent's behalf to complete an evaluation.
4. Pursuant to 725 ILCS 207/25(e), "the county shall pay, as part of the costs of the action, the costs of a court-appointed expert or professional person to perform an examination and participate in the trial on behalf of an indigent person."

WHEREFORE, IT IS HEREBY ORDERED that the county pay the submitted expert witness fees for Donya Adkerson of Alternatives Counseling, Inc.

ENTERED: _____


Judge

Prepared by:

Michelle L. Sanders
Macon County Public Defender
253 East Wood Street, Room 209
Decatur, Illinois 62523
Telephone: (217) 425-7011
Facsimile: (217) 425-7012
msanders@court.co.macon.il.us

**MACON COUNTY BOARD RESOLUTION
APPROVING PERMISSION TO DISPOSE OF
JUNKED VEHICLES**

RESOLUTION NO. G

WHEREAS, the Macon County Sheriff's Office requests permission to dispose of two vehicles that are owned by the County and that are currently stored at the Macon County Highway Department; and

WHEREAS, the vehicles are described as follows: a 2012 Chevrolet Impala, VIN 2G1WD5E33C1249988 (previously wrecked and totaled); and a 2015 Ford Explorer, VIN 1FM5K8ATXFG91476 (previously wrecked and totaled); and

WHEREAS, all avenues for reimbursement and/or replacement have been exhausted; and

WHEREAS, this resolution was reviewed by the Justice Committee and Finance Committees and both committees recommended approval.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby grants permission to dispose of the junked vehicles noted above, such disposition to be performed in accordance with all federal, state, and local laws, rules and regulations.

PRESENTED, PASSED and APPROVED this _____.

AYES _____ **NAYS** _____

**MACON COUNTY BOARD
MACON COUNTY, ILLINOIS**

ATTEST:

BY:

**Josh Tanner, Clerk for the
County of Macon, State of Illinois**

**Kevin Greenfield, Chairman
Macon County Board**

**MACON COUNTY BOARD RESOLUTION
APPROVING AN AGREEMENT WITH
HOMEWAY FOR INMATE TELEPHONE
AND VIDEO VISITATION SERVICES IN THE
MACON COUNTY JAIL FOR THE TERM OF
DECEMBER 1, 2021 THRU NOVEMBER 30,
2023**

RESOLUTION NO. G

WHEREAS, the Sheriff's Office FY22 budget was approved by the County Board; and

WHEREAS, Illinois State Law requires that inmates have the ability to make a limited number of free phone calls and have the ability to pay for additional calls; and

WHEREAS, Illinois State Law requires that inmates have the ability to have a limited number of free weekly visits and have the ability to pay for additional visits; and

WHEREAS, Requests for Proposals were solicited and Homewav was responsive to said request by demonstrating capable technology that meets the needs of Macon County; and

WHEREAS, the Sheriff desires Homewav to provide inmate telephone and video visitation services; and

WHEREAS, the parties have agreed to the terms and conditions as set forth in the attached contract; and

WHEREAS, unforeseen circumstances have arisen which give rise to an emergency situation in that amending the FY22 budget is necessary to

WHEREAS, Homewav will provide the Macon County sheriff's Office with \$50,000 equipment fund for the purpose of buying equipment need to assist the public safety needs of the office; and

Revenue	001-061-000-4274	\$50,000
Expense	001-061-000-9040	\$50,000

WHEREAS, the terms and conditions in the contract were discussed and approved by the Justice Committee on November 18, 2021, and the Finance Committee on November 29, 2021.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the attached agreement with Homewav for inmate telephone and video visitation services in the Macon County Jail for the term of December 1, 2021 thru November 30, 2023 and that the Board Chair is authorized to execute said contract on behalf of the Board and to take any other actions necessary to finalize the agreement.

PRESENTED, PASSED and APPROVED this _____ of _____.

AYES _____ NAYS _____

**MACON COUNTY BOARD
MACON COUNTY, ILLINOIS**

ATTEST:

BY:

**Josh Tanner, Clerk for the
County of Macon, State of Illinois**

**Kevin Greenfield, Chairman
Macon County Board**

Master License and Services Agreement

This Master License and Services Agreement (the "**Agreement**"), and the exhibits hereto, made and entered into as of this 22 day of November 2021 (the "**Effective Date**"), by and between Macon County (IL) (the "**County**") and HomeWAV, LLC, a Delaware limited liability company ("**HomeWAV**"). Each of the County and HomeWAV may be referred to herein as a "**Party**" and collectively, the "**Parties**."

RECITALS

Whereas, HomeWAV is a provider of a unique, custom all-in-one inmate communications solution comprised of patented technology, software applications, hosted services, and equipment that has been adapted for use in secured detention facilities as more particularly described herein (collectively, the "**System**"); and

Whereas, the County desires that HomeWAV provide the System to one or more of its secured detention facilities (each a "**Facility**" and collectively, the "**Facilities**"), and HomeWAV desires to provide the System identified herein to the County pursuant to the terms and conditions set forth herein.

Now, therefore, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the Parties agree as follows:

1. **Definitions.**
 - a. "**Equipment**" means the specific HomePAS™ Kiosks, ComPAS™ Tablets, ComPAS™ Charging, PoE Adaptor Sets, routers, switches and other such hardware and equipment as set forth on Exhibit A which is provided to the County as part of the System licensed to it under this Agreement.
 - b. "**Licensed Services**" means that portion of the System comprised of the Software and cloud-based applications that are run on a hosted system and which are provided by HomeWAV to the County pursuant to the license terms herein to enable inmate voice calls, video calls, messaging services, and tablets at each Facility.
 - c. "**Professional Services**" means the installation, setup, configuration, and testing of the Equipment and the System, and training provided by HomeWAV to the County as more particularly described herein.
 - d. "**Software**" means the proprietary and patented software program owned by HomeWAV and licensed to the County pursuant to the terms of this Agreement.

2. **Exclusivity.** The County acknowledges and agrees that this is an exclusive services agreement between the Parties; and accordingly, the County agrees that for as long as this Agreement remains in full force and effect HomeWAV will be its sole and exclusive provider of inmate voice calls, video calls, messaging services, and tablets for all of its Facilities. For purposes of clarity, this exclusive arrangement means, and the County agrees that the County is expressly prohibited from engaging, using, licensing, purchasing, or accepting from any third party, employee, contractor, or related entity any software, equipment or services that are similar to some or any part of the System (including the Licensed Services) or the Professional Services for use at any of its Facilities.

3. **Term of this Agreement.** This Agreement is effective as of the Effective Date and continues in full force and effect until expiration of a Term or earlier termination. The System will be made fully available to the County for its use and the County's license to the System pursuant to Section 7 will commence ninety (90) days after the Effective Date (the "**Commencement Date**") and HomeWAV will provide the System and related Professional Services and Licensed Services to the County for a period of two (2) years from the Commencement Date (the "**Initial Term**") unless earlier terminated pursuant to Section 15. This Agreement may renew for an additional two (2) year period (the "**Renewal Term**") if both parties notify the other of their desire to renew this Agreement at least sixty (60) days prior to the commencement of the next Renewal Term. The Initial Term and the Renewal Term

are collectively, the "Term." The County shall receive an initial signing bonus of \$50,000, made payable within thirty (30) days of the Effective Date. The County shall receive an additional \$50,000 signing bonus should the parties elect to renew this agreement for the additional two (2) year Renewal Term, made payable within thirty (30) days following the expiration of the Initial Term. If the County terminates this agreement for any reason, the County must return the prorated portion of the signing bonus for the then active Term.

4. **Professional Services (No Charge).** HomeWAV will provide the following Professional Services to the County at no charge during the Term:

- arrange for the delivery of the Equipment to the County's Facilities included under this Agreement,
- load the Software onto the Equipment,
- coordinate the installation of the Equipment in designated wall mount locations within the Facilities,
- provide system testing and acceptance on all Equipment,
- provide staff and inmate training on platform features and functionality,
- arrange for installation of high-speed Internet service at a minimum of 0.5MB up/0.5MB down per kiosk, and any equipment associated therewith to service the System, and
- arrange for cat 5e or greater cable to be installed (if necessary) to each location within the Facility where Equipment is to be installed.

HomeWAV may cause or obtain a physical site survey of each Facility to confirm the number of kiosks, the installation location within the Facility, and any other specifications or plans provided by the County (the "System Solutions"). The County acknowledges and agrees that all proposed System Solutions are contingent upon the site survey and that HomeWAV shall, with the approval of the County, have authority to modify any proposed Systems Solutions as necessary to comply with the limitations of a given Facility.

5. **Support and Maintenance (No Charge).** For the entire Term of this Agreement, and at no charge to the County, HomeWAV will support and maintain the Equipment located at each Facility pursuant to HomeWAV's Software and Hardware Service Level Agreement attached hereto as Exhibit C (the "Service Agreement"). Under no circumstances may the County or any third party acting on behalf of the County install, uninstall, or perform any maintenance or related services on the Equipment, it being understood and agreed that only an approved HomeWAV technician may provide Professional Services, support, and maintenance on the Equipment. HomeWAV shall deduct \$50 per hour from its share of revenue for each instance in which it is unable to meet the terms of its Service Agreement.

6. **Ownership of Equipment and Software.** HomeWAV is the sole and exclusive owner of the Software and Equipment and retains all right, title and interest in and to the Software and Equipment at all times during the Term. The Software and Equipment are provided to the County pursuant to the System license granted in Section 7 below. HomeWAV will purchase and maintain insurance coverage for the Equipment and the Software comprising the System. HomeWAV will deliver the Equipment to the County's designated Facilities pursuant to a mutually agreed schedule and will install and configure the Equipment with the Software pursuant to the Professional Services set forth above.

7. **License to System.** HomeWAV hereby grants to the County a limited, non-assignable, non-sublicensable,

revocable, and nonexclusive license during the Term to use the Software, Equipment, and related components comprising the System solely for the limited purposes of providing voice calls, video calls, messaging services, and tablets to inmates in each Facility and viewing or monitoring the records of such calls. In addition, if the County exercises its right to receive “**Add-On Features**” as set forth in Exhibit B attached hereto, HomeWAV will provide the County with reasonable assistance to enable the County to receive and use such Add-On Features with the System and will seek authorization from any third-party providers if necessary. The County will not, and will not permit any other person to, remove, alter, disfigure, or cover up any numbering, lettering, insignia, or any owner’s tag(s) displayed upon the Equipment, and the County may not move the Equipment from the Facility or the location in the Facility where it is installed by HomeWAV. Any of the foregoing actions are deemed a material breach of this Agreement. The County’s license to and use of the Software is governed by the terms of this Agreement, the Software End User License Agreement provided with the Software (a copy of which is located at <https://app.homewav.com/account/terms>), and the Website Terms of Use and Privacy Policy located at https://www.homewav.com/privacy_policy/, as such items may be updated, amended and modified in accordance with their respective terms (collectively, the “**Software Terms and Conditions**”). The County may not copy or modify the Software, or any adaptation, transcription, or merged portion thereof, unless expressly authorized in writing by HomeWAV. Any modifications, improvements, enhancements, changes, or any other alterations to the Software, or any derivative works made therefrom (collectively, “**Modifications**”) that are made by the County or any third party acting on the County’s behalf, whether or not authorized by HomeWAV, are deemed the sole and exclusive property of HomeWAV. Accordingly, the County hereby assigns to HomeWAV all of its right, title, and interest in and to such Modifications and shall take all necessary actions to ensure that any third party who has participated in the development of any Modifications likewise assigns all of their right, title, and interest in the Modifications to HomeWAV. For the avoidance of doubt, the foregoing licenses to the Software, Equipment and any related System components shall terminate immediately upon the termination or expiration of this Agreement.

8. **The County’s Covenants and Obligations.** The County hereby covenants and agrees to the following terms as material conditions to its right to use the System:

- a. It will not sell, sublicense, or assign the Equipment, the Software, or any other components of the System.
- b. It will keep the Equipment free and clear of all liens and encumbrances.
- c. It will only use the Equipment, Software, and other components of the System for (i) the limited purposes provided under the license in Section 7 and (ii) if requested by and, as applicable, purchased by the County, any Add-On Features in all cases pursuant to the terms and conditions of this Agreement and the Software Terms and Conditions.
- d. It will use the System solely at the Facilities and locations within the Facilities where installed by HomeWAV.
- e. It will use its best efforts to ensure that none of the Equipment or Software is damaged by misuse or neglect, including, without limitation, by misuse by the inmates.
- f. It will work with HomeWAV to ensure that all individuals to whom it grants access to and use the System will agree to the Software Terms and Conditions.

- g. It acknowledges and agrees that HomeWAV will be the sole and exclusive provider of inmate voice calls, video calls, messaging services, and tablets and all related Professional Services to all of the County's Facilities.
 - h. It will not move the Equipment without the advance written consent of HomeWAV.
 - i. It will not remove, alter, disfigure, or cover up any numbering, lettering, insignia, or any owner's tag(s) displayed upon the Equipment.
 - j. It will provide an inmate roster from the Jail Management Software ("JMS"), via secure FTP or web services, at a minimum of every fifteen (15) minutes.
 - k. It will authorize HomeWAV to integrate with its JMS provider but it will not assume financial responsibility for the costs related to the integration.
9. **Access to the Facility.** The County will grant HomeWAV and its employees and subcontractors reasonable and necessary access to the Facilities in order to enable HomeWAV to perform its obligations and exercise its rights hereunder. HomeWAV shall have the right, upon reasonable notice, to enter into each Facility to inspect the System.
10. **Use of the System.** The County agrees that the System shall be available to inmates for voice calls and remote video calls for a minimum of twelve (12) hours per day, seven (7) days per week.
11. **System Usage Fees.** The Facility's inmates shall be charged the following fees for using the System, or such other prices as may be agreed to by the County and HomeWAV (such amounts, the "Usage Fees"). Usage Fee shall be defined as the cost per minute for voice calls, video calls, and the cost per message for messaging.

Services to be provided	
Voice & Video	Fees
Domestic Voice Calls	\$0.15/minute
International Voice Calls	International Rate + \$0.15/minute
Remote Video Calls	\$0.25/minute
eMessaging	Fees
Text	\$0.03 per 10 characters
Photos	\$0.25 per
Video Messages	\$0.50 per
Entertainment*	Fees
Games	\$0.00-\$4.99
Movies	\$0.00-\$9.99
Music	\$0.00-\$1.99
Transactions	Fees
Online Deposit	\$1.49
PayNearMe Fee	\$1.99
Surcharge Fee	\$0.00
Connection Fee	\$0.00
Refund Fee	\$7.50**
* Varies by title.	

** Refund fee to be adjusted to 10% by the end of 2021.

Revenues from using the System shall be deposited into a dedicated account established and maintained by HomeWAV and HomeWAV is authorized to disburse such funds in accordance with Section 12. HomeWAV reserves the right to change the Usage Fees, upon 30 days' written notice to the County if such changes arising from any one or combination of the following: (a) inflation, (b) a change in taxes, or any (c) rule, regulation, or other action by any government or regulatory entity resulting in increased costs to HomeWAV.

12. **Revenue Sharing.** HomeWAV shall pay to the County a **Minimum Quarterly Guarantee ("MQG") (as outlined below) or 70% of the Gross Billable Revenue ("GBR") from voice calls and 30% of the GBR from video calls and messaging**, whichever is greater, from the usage of the System installed in the Facility. GBR shall be defined as Gross Revenue of the Usage Fees less monthly internet service fees, international calling fees, Federal, State, and Local taxes. MQG shall be defined as GBR less any Add-On, 3rd party fees, and Cost Recovery Fee. The MQG periods will be each January through March, April through June, July through September, and October through December.

For information on the Cost Recovery Fee and how they are applied, please refer to <https://www.homewav.com/understandingtaxes/>. In the event the Average Daily Population ("ADP") falls below 250 inmates for a given quarter, the County's revenue share shall automatically default to **70% of the Gross Billable Revenue ("GBR") from voice calls and 30% of the GBR from video calls and messaging** until the ADP meets or exceeds 250 inmates for any given quarter. HomeWAV shall pay to the County, on a monthly basis, its share of the revenues not later than the last day of following month.

13. **Call Recording.** The County hereby agrees that HomeWAV shall have no obligation to verify the users of the System and that the County is strictly liable to HomeWAV for any use of the Software by any of its users that violates the Software Terms and Conditions. With advanced written notice, HomeWAV will endeavor to make voice call and video call recordings available to the County on demand for a period of not less than 365 days after the date of such recording. Voice call and video call recordings that are requested after 365 days must be requested by written notice and will incur a retrieval charge if able to be retrieved. The County agrees that HomeWAV has no liability to the County or any third party for any failure to record, store, transmit, relay, review, or monitor any call. HomeWAV agrees to continue to record voice calls and video calls for the duration of the Term of this Agreement. As provided for in Section 15(c), the County shall have access to recordings following the termination of this Agreement.

14. **Financial Reporting Requirements.** HomeWAV shall maintain an accounting program that accurately reflects the revenues generated by the System in the Facilities and provide that information to the County monthly during the term of this Agreement. HomeWAV shall retain its share of the revenues as payment for its obligations hereunder, and shall remit the County's share of revenues, along with such monthly financial reports, to the County. HomeWAV shall issue call data, revenue, and expense information by the last day of each month with respect to call activity that occurred in the Facilities during the prior month. HomeWAV shall maintain all books, documents, accounting records and other evidence pertaining to the services and payments under this Agreement and make such materials available for inspection at all reasonable times during the term of this Agreement, and for three (3) years after the date of the final payment under the Agreement.

15. **Termination.**

- a. **Rights of Termination.** The County may terminate this Agreement if HomeWAV breaches any of its obligations under this Agreement and such breach remains uncured thirty (30) days after notice thereof, provided, that if the County breaches the scope of the license to any part of the System as set forth in

Section 7, HomeWAV may terminate this Agreement immediately upon giving written notice to the County.

b. **Effects of and Actions upon Termination or Expiration.** Upon termination or expiration of this Agreement, irrespective of the cause, the licenses granted by HomeWAV to the County shall terminate. The County shall take the following actions: (i) immediately cease and cause all of its users to immediately cease all access to and use of the System; (ii) and allow a HomeWAV authorized technician to remove the Equipment no later than (30) days following the termination or expiration date. In the event that any returned Equipment is not in good, working condition or any Equipment is not returned pursuant to this Section, the County will be liable for the replacement cost of such Equipment, and will remit payment in full upon demand by HomeWAV. HomeWAV and the County may mutually agree to extend the term of this Agreement an additional thirty (30) days in the event the County's service provider is not operational at the end of the Initial Term.

c. **Survival.** Sections 11, 13, 15-18, 21-23, and 25-29 shall survive termination of this Agreement.

16. **Agreement Documents.** The attached Exhibit A describing the Equipment, Exhibit B describing the Add-On Features, and Exhibit C setting forth the terms of the Service Agreement, and the Software Terms and Conditions are each made part of this Agreement and incorporated herein by this reference. This Agreement represents the entire agreement and understanding between HomeWAV and the County with respect to the subject matter hereof, and supersedes any other agreement or understanding, written or oral, that the Parties hereto may have had with respect thereto. No statements, representations, promises or inducements with respect to the subject matter by either Party or by any agent or representative of either Party which is not contained in this Agreement shall be valid or binding between the Parties.

17. **Force Majeure.** To the extent allowable by law, any delays or failures by either Party hereto in the performance of the obligations hereunder shall be excused if and to the extent such delays or failures are caused by occurrences beyond such Party's control (a "Force Majeure"), including, without limitation, acts of God, strikes or other labor disturbances, war, whether declared or not, sabotage, failure of the Internet, or any part or element thereof and/or any other cause or causes, whether similar or dissimilar to those herein specified, which cannot reasonably be controlled by such Party.

18. **Governing Law.** This Agreement shall be governed by the laws of the State of Illinois, both as to interpretation and performance.

19. **Independent Contractor.** Each party acknowledges and agrees that HomeWAV and its employees (and any subcontractors it engages) serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability. Nothing in this Agreement will create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the Parties, their agents, employees, or affiliates.

20. **Subcontractors.** HomeWAV shall have the right, in its sole and absolute discretion, to use subcontractors to perform its obligations and exercise its rights hereunder. HomeWAV shall be responsible for all acts and omissions of its subcontractors as if such acts or omissions were performed by HomeWAV.

21. **Notices.** All notices under this Agreement must be in writing and given to the other Party at the address or email below. Delivery is deemed to occur: (a) on the third (3rd) business day after bringing mailed first class, prepaid, (b) upon delivery from a nationally recognized overnight courier service, (c) upon delivery if hand delivered, and (d) upon receipt of an automated verification of receipt if sent by email. Either Party may change its

address and/or addressee for notices at any time with fifteen (15) days' prior notice to the other Party in accordance with the foregoing.

HomeWAV: HomeWAV, LLC
2020 Westport Center Dr.
St. Louis, MO 63146

County: Macon County Sheriff's Office
335 S. Franklin Street
Decatur, Illinois 62523

22. **Nondiscrimination and Non-Conflict Statements.** HomeWAV agrees that no person on the grounds of handicap, age, race, color, religion, sex, or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement, or in the employment practices of HomeWAV. HomeWAV shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

23. **Warranties and Disclaimers.**

- a. **Services Warranty.** HomeWAV warrants that it will perform the Professional Services, support and maintenance in a good and workmanlike manner using trained professionals, and that it will use commercially reasonable efforts to meet the performance terms in the Service Agreement.
- b. **Disclaimers.** EXCEPT AS PROVIDED HEREIN, THE SYSTEM AND ALL RELATED SERVICES IN THIS AGREEMENT ARE DELIVERED AND PROVIDED "AS IS" AND WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

24. **Compliance with all Federal, State, and Municipal Laws.** HomeWAV will comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of inmate communication, and shall ensure that its third-party subcontractors, if any, obtain any necessary permits prior to installation of the Equipment in the Facilities.

25. **Assignment.** Neither Party may assign this Agreement or any or all of its rights or obligations hereunder without the prior written consent of the other Party; provided, however, that HomeWAV may assign this Agreement to any of its subsidiaries or affiliates or to any entity that acquires all or substantially all of HomeWAV's assets and agrees to assume responsibility hereunder. None of the provisions of this Agreement shall be construed to be for the benefit of or enforceable by any person or entity other than the Parties hereto and their successors and assigns.

26. **Severability.** If any provision of this Agreement is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

27. **Supremacy.** In the event of any express conflict between this Agreement and any schedule, Request-for-proposal ("RFP") response, or other non-binding proposal, the terms of this Agreement shall supersede any contradictory provisions or terms in the schedule, RFP response, or other non-binding proposal.

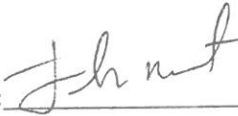
28. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original hereof and all of which, when taken together, will be deemed to constitute one and the same agreement. Signatures transmitted by facsimile or other electronic means will be deemed originals.

29. **Authorization; Third Party Beneficiaries.** Each person signing below warrants and represents that he/she has full power and authority to execute this Agreement on behalf of the Party he/she represents. There are no third-party beneficiaries to this Agreement.

(signature page follows)

In witness whereof, the Parties hereto have caused this Agreement to be executed on the day and year first above written, to be effective as of the Effective Date.

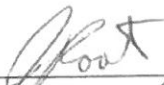
HomeWAV, LLC

By: 

Name: John Best

Title: CEO/President

Macon County (IL)

By: 

Name: James Root

Title: Sheriff

By: _____

Name:

Title:

By: _____

Name:

Title:

EXHIBIT A

The Equipment

- Fifty-Six (56) HomePAS™ Kiosks (pending site survey)
- PoE Splitters (1:1 Kiosks)
- 1:1 Inmate to CompPAS™ Tablet Ratio: Expected delivery Q2 2022
- CompPAS™ Tablet Charging System
- One (1) Router/firewall
- 24-port PoE Switches

EXHIBIT B

Add-On Features

HomeWAV will provide to the County the add-on services selected below.

SUPPLEMENTAL SERVICES		
Service	Description	Cost
Storage365	Online access of all recordings and data for 365 days.	No Cost
Service365	Includes all support for HomeWAV's Hardware/Software SLA.	No Cost
Free Voice and Video Calls for County Employees	Free Voice and Video Calls for County Employees (must have a County Private email address).	No Cost
DigitalDocs™ Paperless System	Digital inmate request forms.	No Cost
LegalEyes™ Video Court and Arraignment	Includes video court, video arraignment, and remote defender visits.	No Cost
Commissary Ordering Integration	Integration with the County's current commissary provider (Stellar).	No Cost
PREMIUM SUPPLEMENTAL SERVICES		
Service	Description	Cost
ComPAS™ Tablet System	ComPAS™ Tablet with in-pod charging bays. *App offering available upon request.	1:1 Ratio No Cost
Inmate Education	Inmate education	No cost
GoLegal™ Virtual Law Library	Provide Law Library through the all-in-one HomePAS™ kiosk.	No Cost
Mail Scanning	Physical mail will be delivered at an offsite location, scanned, then delivered digitally on the kiosk.	No Cost
Echo Voice Biometrics System (VBS) & Investigative Platform	Includes voice recognition, authentication, Visual Link Analysis (VLA), pin-sharing, and much more!	No Cost
Talk-2-Text w/Transcription	All voice and video calls will be transcribed for keyword search and alerts	No Cost

Exhibit C

HomeWAV's Software and Hardware Service Level Agreement

Support and Maintenance

- Support and maintenance will be provided by phone, remote, and onsite. Phone support is available from 8:00 a.m. EST to 8:00 p.m. PST. Monday through Friday. After hours messages may be left for service (7) days a week, and three-hundred and sixty-five (365) days a year. These messages will be addressed the next business day beginning at 8:00 a.m. EST.
- Maintenance/repair calls from the facility will be resolved in the manner outlined in this section.

Priority 1 Outage: A P-1 failure is defined as:

- A failure of the kiosk processor, its common equipment, or power supplies which render the system incapable of performing its normal functions.
- A failure of the recording function or any of its components that affects the full recording operation.
- A failure of 100% of the kiosks in any one area within the facility.
- Holiday and weekend P-1 response will be handled on a case-by-case basis and is worked in conjunction with facility staff and our ability to gain access to the facility needing service.

Response to P-1 issues shall be available twenty-four (24) hours a day, seven (7) days a week, throughout the term of the contract.

HomeWAV shall respond to the service problem within sixty (60) minutes of initial trouble reported by facility personnel through the use of remote testing or access. Should the system not be accessible for remote testing, then HomeWAV shall have a qualified background-checked technician onsite at the facility within four (4) hours from the time it is determined that the problem cannot be resolved remotely.

If the issue can be worked on remotely, HomeWAV is committed to having completed the repair within 4 hours of the initial issue report. If it is determined that a technician must be on-site to correct the issue, then the technician will be onsite within 4 hours of the time it was determined that the problem could not be resolved remotely.

Priority 2 Outage: A P-2 failure is defined as:

- A Priority 2 condition exists when A failure of 50% of the kiosks in any one area within the facility occurs.

When a P-2 failure occurs, HomeWAV shall respond to the service problem within sixty (60) minutes of initial trouble reported by facility personnel through the use of remote testing or access. HomeWAV is committed to having completed repair within eight (8) hours of the initial issue report. Should the system not be accessible for remote testing, HomeWAV shall have a qualified background-checked technician onsite at the facility within sixteen (16) hours of the time it was determined that the problem could not be resolved remotely.

Priority 3 Outage: A P-3 failure is defined as:

- A Priority 3 is a normal ticket that does not fall into the P-1 or P-2 categories. These issues are handled as quickly as possible. When a P-3 failure occurs, HomeWAV shall respond to the service problem within two (2) hours of the initial trouble reported by facility personnel through the use of

remote testing or access. HomeWAV is committed to completing the repair within 48 to 72 hours of the initial issue report.

Service Ticket Process

- A service ticket is created for the issue/defect by submitting a request for support through the HomeWAV support portal in the HomeWAV web application.
- A service ticket will be generated with a ticket number, date, and time stamp.
- Our Tier 1 technical support team will triage the issue and determine the next course of action. Our Tier 1 support staff will manage the issue and provide a status report to stake holders periodically as the ticket progresses.
- Tier 1 will create a dispatch if necessary and coordinate with the facility point of contact for technician access.
- Tier 1 will manage the ticket from the beginning to the end and will follow a close-out process with the point-of-contact to ensure all issues have been handled as they relate to the service request.

Warranty

- **HomeWAV Software Warranty:** Includes support, maintenance, schedule upgrades, and scheduled updates.
- **HomeWAV Hardware Warranty:** Includes parts and equipment, on-site maintenance for normal wear, defects in material and workmanship, and natural disaster.

**MACON COUNTY BOARD
RESOLUTION AUTHORIZING
DISPOSAL OF SURPLUS PROPERTY
BY THE STATE'S ATTORNEY'S
OFFICE**

Resolution No.

WHEREAS, the Macon County State's Attorney's Office has surplus property that is no longer serviceable or needed; and

WHEREAS, the property has been determined to be either obsolete or broken and is therefore not usable by the State's Attorney's Office or any other County department; and

WHEREAS, the Macon County State's Attorney desires the authority to dispose of said property, as more fully described in the attached exhibit a.

NOW THEREFORE, BE IT RESOLVED, by the Macon County Board, assembled in regular meeting at Decatur, Illinois, that the State's Attorney's Office is authorized to take any steps necessary to dispose of said property, including but not limited to, recycling, selling, or destroying said property.

PRESENTED, PASSED, and APPROVED this 9th day of December, 2021.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Joshua A. Tanner
Macon County Clerk

Kevin R. Greenfield
Chair

Exhibit A:	
HP Prodesk 400 G1 MT S/N MXL43917KQ	Obsolete
HP Prodesk 400 G1 MT S/N MXL43917L8	Obsolete
Microsoft Keyboard with Mouse – Wireless	Broken
Microsoft Keyboard with Mouse – Wireless	Broken
Microsoft Keyboard with Mouse – Wireless	Broken
Microsoft Keyboard with Mouse – Wireless	Broken
HP Keyboard	Broken
HP Keyboard	Broken
Sony Video Cassette Recorder S/N AK8SLV373UC	Obsolete
Sony Video Cassette Recorder S/N AK8EVC200	Obsolete
Magnavok TV/VHS Player S/N 74961943	Obsolete
External Opical Drive LG S/N 611HRUT018574	Obsolete
Wireless Logitech Mouse S/N 1621LZ0T6HF8	Broken
Wireless Logitech Mouse S/N 1552LZ0SELF8	Broken

**MACON COUNTY BOARD RESOLUTION
DESIGNATING THE ILLINOIS STATE'S
ATTORNEYS APPELLATE PROSECUTOR
AS ITS AGENT TO ADMINISTER THE
OPERATION OF APPELLATE OFFICES AND
PROCESS APPELLATE CASES FOR MACON
COUNTY DURING FY2022**

RESOLUTION NO.

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor was created to provide services to State's Attorneys in Counties containing less than 3,000,000 inhabitants; and

WHEREAS, the powers and duties of the Office of the State's Attorneys Appellate Prosecutor are defined and enumerated in the "State's Attorneys Appellate Prosecutor's Act," 725 ILCS 210/1 et seq., as amended; and

WHEREAS, the Illinois General Assembly appropriates monies for the ordinary and contingent expenses of the Office of the State's Attorneys Appellate Prosecutor, one-third from the State's Attorneys Appellate Prosecutor's County Fund and two-thirds from the General Revenue Fund, provided that such funding receives approval and support from the respective Counties eligible to apply; and

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor shall administer the operation of the appellate offices so as to insure that all participating State's Attorneys continue to have final authority in preparation, filing, and arguing of all appellate briefs and any trial assistance; and

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board, assembled in regular session at Decatur, that it does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor, and designates the Office of the State's Attorneys Appellate Prosecutor as its Agent to administer the operation of the appellate offices and process said appellate court cases for this County.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor are hereby authorized to act as Assistant State's Attorneys on behalf of the State's Attorney of this County in the appeal of all cases, when requested to do so by the State's Attorney, and with the advice and consent of the State's Attorney, prepare, file, and argue appellate briefs for those cases; and also, as may be requested by the State's Attorney, to assist in the prosecution of cases under the Illinois Controlled Substances Act, the Cannabis Control Act, the Drug Asset Forfeiture Procedure Act and the Narcotics Profit Forfeiture Act. Such attorneys are further authorized to assist the State's Attorney in the State's Attorney's duties under the Illinois Public Labor Relations Act, including negotiations thereunder, as well as in the trial and appeal of tax objections.

BE IT FURTHER RESOLVED that the Office of the State's Attorneys Appellate Prosecutor will offer Continuing Legal Education training programs to the State's Attorneys and Assistant State's Attorneys.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor may also assist the State's Attorney of this County in the discharge of the State's Attorney's duties in the prosecution and trial of other cases, and may act as Special Prosecutor if duly appointed to do so by a court having jurisdiction.

BE IT FURTHER RESOLVED that if the Office of the State's Attorneys Appellate Prosecutor is duly appointed to act as a Special Prosecutor in this county by a court having jurisdiction, this county will provide reasonable and necessary clerical and administrative support on an as-needed basis and will also cover all reasonable and necessary case expenses such as expert witness fees, transcripts, evidence presentation, documents, lodgings, and all other expenses directly related to the prosecution of the case.

BE IT FURTHER RESOLVED that the Macon County Board hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor for Fiscal Year 2022, commencing December 1, 2021, and ending November 30, 2022, by hereby appropriating the sum of \$27,000.00 as consideration for the express purpose of providing a portion of the funds required for financing the operation of the Office of the State's Attorneys Appellate Prosecutor, and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the Fiscal Year 2021.

PRESENTED, PASSED, and APPROVED this 9th day of December, 2021.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh Tanner, Clerk for the
County of Macon, State of Illinois

Kevin R. Greenfield, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
 APPROVING INCREASE IN APPROPRIATIONS
 IN THE FY21 and FY22 HEALTH FUND BUDGET FOR
 Delta Dental of Illinois Foundation**

RESOLUTION NO. G-

WHEREAS, the Health Department has just received notification of a grant agreement with the Delta Dental of Illinois Foundation, and

WHEREAS, provision for this grant was not included in the FY21 and FY22 budgets; and

WHEREAS, unforeseen circumstances have arisen which give rise to an emergency situation in that valuable services will be compromised and grant funding lost without the amending of the Health Fund budget; and

WHEREAS, the purpose of the grant is for supporting the clinic's operation and ensuring that current patients and those in need of a dental home receive the care they need; and

WHEREAS, for FY 21 the funds are being provided to support the salary of the Dental Director; and

WHEREAS, for FY 22 the funds are being provided to supplement current salaries and fringes, increase current staffing levels, as well as the cost of cloud based dental software; and

WHEREAS the increase was discussed and approved by the Macon County Board of Health on November 16, 2021; the Macon County EEHW committee discussed and approved this grant increase on November 18, 2021, and the Finance Committee discussed and recommended approval of this grant on November 29, 2021, and

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board, assembled in regular meeting, that it hereby approves the amending of the Health Fund FY21 and FY22 budget by increasing appropriations as follows:

FY 21 Increased Revenue

020-810-4500-000 Grant 810	Delta Dental	\$100,000
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FY 22 Increased Revenue

020-810-4500-000 Grant 810	Delta Dental	\$133,000
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FY 22 Increased Expense

020-810-5104-000 Grant 810	Clerical/Building Support III	\$27,862
020-810-6010-000 Grant 810	Health Insurance	\$817
020-810-6011-000 Grant 810	FICA	\$2,132
020-810-6012-000 Grant 810	IMRF	\$2,189

BE IT FURTHER RESOLVED by the Macon County Board that this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, APPROVED this 9th day of December, 2021

AYES _____ NAYS _____

MACON COUNTY BOARD
 MACON COUNTY, ILLINOIS

ATTEST:

BY:

 Josh Tanner, Clerk for the
 County of Macon, State of Illinois

 Kevin Greenfield, Chairman
 Macon County Board

**MACON COUNTY BOARD RESOLUTION
APPROVING FUSE DENTAL SOFTWARE AGREEMENT
*Patterson Dental***

RESOLUTION NO. G-

WHEREAS, the Macon County Health Department has just received notification of the need to convert data into cloud based dental software to ensure efficiency of operation, and

WHEREAS, unforeseen circumstances have arisen which give rise to an emergency situation in that valuable services will be compromised; and

WHEREAS, the agreement includes remote training of staff, subscriptions for a full-time dentist and a part-time dentist, cloud practice management software (scheduling, charting, imaging), and

WHEREAS, Patterson Dental will migrate data from current software into the Fuse dental practice management; and

WHEREAS, Patterson Dental will provide MCHD Dental clinic staff with assistance and planning/troubleshooting of special technical issues related to the data conversion; and

WHEREAS, this agreement was discussed and approved by the Macon County Board of Health on November 16, 2021, the Macon County EEHW committee discussed and approved on November 18, 2021, and the Finance Committee discussed and recommended approval of this contract on November 29, 2021; and

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board, assembled in regular meeting, that it hereby approves the Fuse Agreement with Patterson Dental:

PRESENTED, PASSED, APPROVED this 9th day of December, 2021.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh Tanner, Clerk for the
County of Macon, State of Illinois

Kevin Greenfield, Chairman
Macon County Board



PATTERSON DENTAL PROPOSAL

PREPARED FOR

MACON COUNTY HEALTH DEPT

YOUR SPECIALIST:

ADAM DONSBACH

217.540.3796

adam.donsbach@pattersoncompanies.com



We're with you every step of the way.

Patterson provides trusted expertise and the most responsive support for all your product, technology, and service needs. We help you build a productive, modern practice and keep it running smoothly.

SERVICE EXCELLENCE

Responsive service and support to keep your practice running smoothly



UNRIVALED EXPERTISE

Network of dedicated experts ready to support you



DEDICATED PEOPLE

Customer-first philosophy; committed community partners



EASY AND CONVENIENT

We make it easy to do business



BUSINESS SOLUTIONS

Innovation made possible in every practice



Product Proposal 40408603

Confidential

Customer Name: MACON COUNTY HEALTH DEPT	Branch: St. Louis (D)
Customer Number: 200005835	Territory Rep: Patrick Tueth
Address: DENTAL CLINIC	Email: PATRICK.TUETH@PATTERSONDENTAL.COM
1221 EAST CONDIT	Phone: (314) 595-1300
DECATUR IL 62521-1476 US	Your Specialist: Adam Donsbach
Phone: (217) 423-6988	Email: ADAM.DONSBACH@PATTERSONCOMPANIES.COM
	Phone: (217) 540-3796
	Date Proposed: 09/15/2021
	Quote Good Thru: 12/08/2021

Product#	Vendor	Description	Unit	Qty	Retail Price	Sell Price	Total
200001144	EAGLES	REMOTE TRAINING 1 DAY	EA	1	\$795.00	\$795.00	\$795.00
200001145	EAGLES	REMOTE TRAINING ADDITIONAL DAY	EA	2	\$400.00	\$400.00	\$800.00
Total Retail:							\$1,595.00
Total Discount:							\$0.00
Subtotal:							\$1,595.00

1. Monthly Fee

200001063	FUSE	FUSE - PER DENTIST SUBSCRIPTION	EA	1	\$179.00	\$179.00	\$179.00
FUSE Monthly Fee Includes: Support & Updates / Cloud Based Imaging / eRx / Unlimited eClaims / Unlimited eAttachments / RTE (Real-Time Eligibility) / eRA (Electronic Remittance Advice) / Cloud Based Backup (Unlimited Fuse Data and Document Backup and up to 200GB of Apteryx Image Storage).							
200001067	FUSE	FUSE - PART TIME DENTIST	EA	1	\$99.00	\$99.00	\$99.00
Total Retail:							\$278.00
Total Discount:							\$0.00
Subtotal:							\$278.00

2. Software

200001088	FUSE	FUSE - APTERYX	EA	1		\$0.00	\$0.00
200001086	FUSE	FUSE - ES TO FUSE CUSTOMER	EA	1		\$0.00	\$0.00
70857391	FUSE	FUSE PRACTICE MANAGEMENT	EA	1	\$1,500.00	\$0.00	\$0.00
Includes: Practice Management Software / Scheduling / Charting / Apteryx Cloud Imaging.							
Total Retail:							\$1,500.00
Total Discount:							(\$1,500.00)
Subtotal:							\$0.00

3. Conversion

200001254	FUSE	EAGLESOFT TO FUSE CONV - STANDARD PROMO	EA	1	\$995.00	\$0.00	\$0.00
200001256	FUSE	EAGLESOFT TO FUSE CONV - IMAGE PROMO	EA	1	\$995.00	\$995.00	\$995.00
Total Retail:							\$1,990.00
Total Discount:							(\$995.00)
Subtotal:							\$995.00

5. Promo

70976837	EAGLES	ES \$1K PROMO W/2K MERCH PURCH	EA	1	\$1,000.00	\$0.00	\$0.00
Total Retail:							\$1,000.00
Total Discount:							(\$1,000.00)
Subtotal:							\$0.00

Order Total Retail	\$6,363.00
Order Total Discount	(\$3,495.00)
Order Subtotal	\$2,868.00
State Tax	\$0.00
Local Tax	\$0.00
Total Investment:	\$2,868.00
Less Downpayment:	\$0.00
Balance due on invoice:	\$2,868.00

The prices in this proposal will remain in effect until the earlier of the expiration date set forth above or a manufacturer price increase. If Customer is applying for credit with Patterson Dental Supply, Inc., a Minnesota corporation ("Patterson"), Customer's order will not be binding on Patterson, even if Patterson has signed below, until Patterson, in its sole discretion, approves Customer's credit. Any sales tax and shipping/handling charges in this order are estimates, Patterson will invoice, and Customer agrees to pay, all applicable shipping/handling charges and taxes and other governmental charges.

Notice Relating to Discounting Practices: The pricing for products provided herein may reflect or be subject to rebates, credits, vouchers, or discounts or other price reductions (collectively, discounts), which customer may be obligated under federal law to report to Medicare, Medicaid or other state, federal or other payers, and to make this information available to these entities for review.

Schedules

GENERAL TERMS AND CONDITIONS

PATTERSON SOFTWARE LICENSE

DATA CONVERSION AGREEMENT

If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact the undersigned within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

Notice: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is FDIC, 2345 Grand Avenue, Kansas City, MO 64108.

By signing below, Customer contracts for the products and services specified in this Order on the terms contained in the schedules identified below (the "Schedules"). Customer acknowledges receipt of a copy of this Order and the Schedules (together, "this Agreement"). Customer agrees to be bound by the terms of this Agreement, including the WARRANTY LIMITATIONS.

MACON COUNTY HEALTH DEPT
DENTAL CLINIC
DECATUR , IL 62521-1476

PATTERSON DENTAL SUPPLY, INC.
1031 MENDOTA HEIGHTS ROAD
ST. PAUL , MN 55120

Signature _____

Signature _____

(Print Name) _____

(Print Name) _____

Title _____

Title _____

Date _____

Date _____

Customer Preferred Payment Method

Please check one:

Patterson Financing

Check

Third-party Financing

GENERAL TERMS AND CONDITIONS

1. **Order.** Customer hereby authorizes Patterson to procure and deliver the products and services described in the Order. Customer may cancel this Order only with the written consent of Patterson and the payment of reasonable cancellation charges.
2. **Payment.** Payment in full is due on or before delivery unless otherwise expressly provided in the Order or in a separate written agreement between Patterson and Customer. In the event Customer accepts partial delivery, Customer shall make a corresponding partial payment. If Customer fails to make any payment when due, Customer will pay a late charge not to exceed the lesser of 1.5% per month of the late payment or the maximum lawful amount. Customer agrees to pay all shipping and handling charges and all taxes and other charges of any kind imposed by any governmental entity in respect of this Agreement. To secure payment of amounts due, Customer grants Patterson a purchase money security interest in all equipment described in the Order.
3. **Business Purpose.** Customer represents and warrants that Customer will use all products ordered from Patterson solely in the operation of its business (and not for any personal, household or family purpose), for the purpose intended, and at the permitted location(s).
4. **Force Majeure.** Patterson shall not be liable for failure to deliver or delays in delivery or performance due to causes beyond its reasonable control including without limitation delays in manufacture or transportation, acts of Customer or others acting for or on behalf of Customer, strikes or other labor difficulties, governmental controls or actions, acts of God or other casualties. In the event of such failure or delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the failure or delay.
5. **No Waiver.** Any representation, affirmation of fact, course of dealing, usage of trade, promise or condition in connection with this Agreement not incorporated herein shall not be binding on either party. No waiver, alteration or modification of any of the provisions hereof shall be effective unless in writing and signed by a duly authorized representative of Patterson. Waiver by any party of strict performance of any provision of this Agreement will not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision of this Agreement.
6. **Identity of Customer.** If the dentist or other individual who signed the Order (the "signer") operates his or her dental practice or business as a corporation, partnership or other legal entity, "Customer" as used in this Agreement means the legal entity. The signer shall be deemed to have signed the Order on behalf of that legal entity with the intention and authority to bind it.
7. **DISCLAIMER OF LIABILITY.** IN NO EVENT WILL PATTERSON BE LIABLE FOR ANY (A) LOSS OF PROFITS OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, HOWEVER CAUSED, AND EVEN IF PATTERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; OR (B) CLAIMS MADE AGAINST PATTERSON MORE THAN TWO YEARS AFTER THE RELATED CAUSE OF ACTION AROSE.
8. **Customer Obligations.**
 - (a) **Cooperation.** Customer shall provide Patterson all data, information and cooperation Patterson deems necessary for the performance of Patterson's obligations under this Agreement. Patterson shall have no liability for any delay in the performance of Patterson's obligations resulting from Customer's failure to provide data or information or to cooperate.
 - (b) **Data Security & PCI Standards.** Patterson has used commercially reasonable efforts to ensure that any products described in the Order that are subject to Payment Card Industry Data Security Standards (PCI DSS) comply as of the date of this Agreement with PCI DSS. In its use of such products, Customer shall comply with Customer's obligations under PCI DSS and other applicable data protection standards.
 - (c) **Compliance with Law.** Customer shall comply with all laws and contractual obligations, including requirements of insurers, credit card issuers and other third party service providers, applicable to Customer's use of any product described in the Order. Such laws and obligations include, but are not limited to, state and federal statutes, rules and regulations governing record retention, billing error resolution, confidentiality, data privacy and security, and claims and payment processing; state Medicaid rules and regulations restricting access to and use of eligibility information; rules and regulations of the federal Department of Health and Human Services; and PCI DSS.
 - (d) **Use in Accordance with Specifications.** Customer shall use the products described in the Order in accordance with the operator and user guides and other manuals and technical information and specifications, whether in hard copy, electronic or other format, furnished by Patterson to Customer.
 - (e) **Indemnification.** Patterson shall have no liability for Customer's failure to comply with its obligations under this Section 8. Customer shall defend, indemnify and hold harmless Patterson from and against any loss or damage, including attorneys' fees, resulting from Customer's breach or claimed breach of any such obligation.
9. **Miscellaneous.** This Agreement shall be governed by the laws of the state of Illinois and the venue will lie in Macon County, Illinois, or the United States District Court for the Central District of Illinois. This Agreement and any other written agreement between Patterson and Customer expressly referenced in this Agreement constitute the entire agreement between the parties as to the subject matter of this Agreement and supersede all other communications, oral or written. The invalidity of any term or provision of this Agreement will not affect the validity of any other provision. The section and paragraph headings of this Agreement are for the convenience of the reader only, and are not intended to act as a limitation of the scope or meaning of the sections and paragraphs themselves.

PATTERSON SOFTWARE LICENSE

- NATURE OF SOFTWARE RIGHTS.** Customer is purchasing a limited, revocable, non-transferrable, non-sublicenseable, nonexclusive license to access and use the software described on the Order, subject to Customer's acceptance of the software end user license agreement applicable to the software product at the time of account activation ("Software License Agreement") and the terms and conditions in this Order. Customer is not purchasing the software. The provisions of this Agreement cover Eaglesoft®, FUSE®, CAESY® Enterprise, and other Patterson proprietary software itemized on the Order, together with user manuals, operating instructions and other related documentation (collectively, the "Patterson Software"). Customer is deemed to accept the Patterson Software on delivery. To assist in Customer's purchase of the Patterson Software, Patterson will assign a primary relationship manager to assist in Customer's initial setup. In addition, Customer agrees to assign a single point of contact for Patterson to address any account issues.
- THIRD PARTY SERVICES.** Software covered by the Order that is not Patterson Software is licensed to Customer under the terms of the separate license agreement(s), if any, applicable to such software delivered to Customer; it is not licensed to Customer by Patterson ("Third Party Services"). For any Third Party Services that Customer is accessing or using through the Patterson Software, Customer also agrees to accept and be bound by the terms, conditions and use restrictions related to such Third Party Services and to pay Patterson any applicable fees related to Customer's enrollment through Patterson into such services. The terms, conditions and use restrictions related to Third Party Services are posted in third party end user license agreements (EULAs) that are accessible directly from such Third Party Services, online, or at any time through Customer's Patterson Software account.
- DATA BACK-UP.** Customer shall keep up-to-date backup copies of all data stored on Customer's network and servers for recovery purposes, including during data conversions. Patterson shall have no liability for any loss of data located on Customer's network and servers arising out of the provision of maintenance or support services to Customer, including losses arising from data conversions, installation upgrades or error corrections provided by Patterson.

DATA CONVERSION AGREEMENT

This Agreement is entered into by and between Patterson Dental Supply, Inc. ("Patterson"), and Customer and shall be deemed to be effective on the date of the last Party's signature (the "Effective Date"). Individually, each entity named in this paragraph may be referred to in this Agreement as a "Party," or collectively, as the "Parties."

WHEREAS, Customer wishes to have its Customer Data converted for use in a Patterson System for dental office practice management, and Patterson is willing to undertake said data conversion.

WHEREAS, converting Customer Data is a prerequisite to Customer using the Patterson System, and Customer has entered into the relevant Customer Services Agreements relative to the Patterson System, which agreements will also govern the relationship between the Parties.

WHEREAS, the Parties understand that the data conversion will involve patient information that is protected by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and agree that the Business Associate Agreement found in Exhibit 1 shall govern the protections of such information.

NOW, THEREFORE, for good and valuable consideration, the amount and sufficiency of which is mutually acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS

- 1.1. "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- 1.2. "Applicable Law" means all applicable statutes, laws, regulations, ordinances, executive orders, rules, judgments, orders, decrees, directives, guidelines (to the extent mandatory), policies (to the extent mandatory) and other similar directives, whether now or hereafter in effect, of any federal, state, or local government, any political subdivision, and any governmental, quasi-governmental, judicial, public, or statutory instrumentality, administrative agency, authority, body, or other entity having jurisdiction over Patterson, Customer or the Services, including without limitation, any laws and regulations relating to access, use, disclosure, storage or transmission of any personal information in connection with the Services.
- 1.3. "Customer" means the individual or entity defined as a "Customer" under this Agreement, and as further defined in Section 2.1 of this Agreement.
- 1.4. "Customer Data" means any information that Patterson or its agents may have access to, receive, create, transmit, store or maintain on behalf of Customer under this Agreement, including without limitation any information relating to an identified individual (or an individual whose identity could be discovered based on such information).
- 1.5. "Customer Services Agreement" means agreements for services that are entered into between Customer and Patterson from time to time.
- 1.6. "Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, programs, including, without limitation, any code that is intended to cause undesired effects, security breaches or damage to a system.
- 1.7. "Patterson" means Patterson Dental Supply, Inc.
- 1.8. "Patterson System" means the dental practice management or other software that Customer has licensed or intends to license from Patterson.
- 1.9. "PHI" shall have the meaning set forth in Exhibit 1.
- 1.10. "Services" means the services provided by Patterson pursuant to this Agreement.

2. DATA CONVERSION SERVICES

- 2.1. Patterson will provide Customer with data conversion Services, designed to migrate Customer Data from Customer's current dental practice management system to the Patterson System. If the dentist (or other dental specialist) who signs this Agreement (the "signer") operates his or her dental practice or business as a corporation, partnership or other legal entity, "Customer" as used in this Agreement means the legal entity, and the signer shall be deemed to have signed this Agreement on behalf of that legal entity with the intention and authority to bind it. If the signer does not do business as a legal entity, but as a sole proprietor or otherwise, the signer in his or her individual capacity is the Customer.
- 2.2. Scheduling Conversion Services. The Parties shall mutually agree on timing for any conversion Services. The Parties shall use commercially reasonable efforts to perform their respective obligations to support Customer's account management services during a conversion process.
- 2.3. Until the conversion is complete, Patterson will provide Customer with assistance and planning/troubleshooting special technical issues related to the data conversion.
- 2.4. Once conversion services are complete, as determined in Patterson's sole discretion, conversion support will no longer be provided, and Customer will receive customer support through Customer Service Agreements, End Use License Agreements, or other applicable agreements entered into between Customer and Patterson from time to time.
- 2.5. Ownership. Customer is the exclusive owner of all rights, title and interest in and to all Customer Data. Patterson is the owner of all Patterson Systems, and nothing in this Agreement shall provide Customer with any ownership rights to a Patterson System. It is anticipated that once data conversion is complete, Customer will license from Patterson a Patterson System for Customer's use.

2.6. Customer Data.

2.6.1. HIPAA. Data conversion of Customer Data will involve patient information that is protected by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and with respect to conversion services offered under this Agreement, Patterson shall be a Business Associate bound to the Business Associate Agreement (BAA) attached to this Agreement as Exhibit 1. Patterson may engage subcontractors with respect to any or all aspects of data conversion. Prior to disclosing any Customer data to a subcontractor, Patterson will first secure from the subcontractor a BAA that obligates the subcontractor to substantially the same obligations imposed upon Patterson by the BAA in Exhibit 1.

2.6.2. Cooperation. Customer shall provide Patterson all data, information and cooperation Patterson deems necessary for the performance of Patterson's obligations under this Agreement. Patterson shall have no liability for any delay in the performance of Patterson's obligations resulting from Customer's failure to provide data or information or to cooperate.

2.6.3. Customer Responsibility for Data Security and Backup. Customer is solely responsible for (a) the security and backup of its data, (b) the accuracy, quality, integrity, legality, reliability and completeness of all data entered by Customer, (c) archiving and verifying its data on a daily basis, (d) protecting its network from unauthorized access, and (f) employing up-to-date encryption technology or other appropriate means to protect the security of its data while transmitted, electronically or otherwise, to Patterson. Customer agrees to only provide Patterson with a copy of its database, and Customer agrees that it will not transmit Customer's original or only database to Patterson. Patterson shall have no liability for Customer's failure to fulfill any of its responsibilities set forth in this Section 2.6.3, nor for any unauthorized interception, disclosure or access to Customer's data or Customer's patient data.

2.6.4. Client Consent. Customer represents and warrants to Patterson that it has obtained and shall obtain all consents required by law or contract from clients of Customer whose health, financial or other personal information may be disclosed to Patterson in the course of data conversion, Customer's use, or Patterson's installation, maintenance or support of, the Patterson System. Customer shall defend, indemnify and hold harmless Patterson from and against any loss or damage resulting from Customer's failure, or claimed failure, to obtain any such consent.

2.6.5. Use of Data. Customer acknowledges and agrees that Patterson may collect, maintain, process and use diagnostic, technical, usage and related information, including information about Customer's computers, Customer Data, systems and software, for Patterson's business purposes, which may include but is not limited to the following purposes: (i) to evaluate Customer's use of the Patterson System, (ii) to improve and enhance the performance of the Patterson System, (iii) to develop updates to the Patterson System, (iv) to create, develop or enhance the functionality of additional software products, or (v) for other business purposes or business opportunities of Patterson. Such information may include personally-identifying data. Such uses may include the development and use of test databases, sample databases and the like, for any business purposes of Patterson. Customer further acknowledges and agrees that, to carry out the foregoing, and for other business reasons, such information may be exchanged or disclosed among Patterson, its Affiliates, its service providers, its vendors or other third parties; provided, however, that such information exchanged with or provided to any third parties will be done in an aggregate or non-personally identifying manner.

2.6.6. Data Security. With respect to Customer Data in its possession, Patterson will endeavor to (1) protect the security and confidentiality of Customer Data; (2) protect against any anticipated threats or hazards to the security or integrity of Customer Data; and (3) protect against unauthorized access to or use of Customer Data. With respect to PHI, Patterson will comply with the provisions of Exhibit 1.

2.6.7. Data Security Breach. In the event of a data security breach involving PHI, Patterson will comply with the provisions of Exhibit 1.

3. CONFIDENTIALITY

3.1. Definition of Confidential Information. As used herein, "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. It is specifically acknowledged and understood that Confidential Information may consist of (i) information transmitted in written, oral, digital, or any other medium and (ii) all copies and reproductions, in whole or in part, of such information. Generated Confidential Information, consisting of materials such as summaries, analyses, compilations, studies, notes or other records that contain, reflect, are sourced or derived from non-Confidential Information, from Confidential Information, or a combination of non-Confidential Information and Confidential Information, shall be deemed to be the Confidential Information of the Party who generates said materials. Customer's Confidential Information shall include Customer Data. Patterson's Confidential Information shall include the Patterson System and Services, all aggregation or analysis of Confidential Information, non-Confidential Information, or combination of non-Confidential and Confidential Information or data that Patterson authorizes, compiles, creates or generates, including all Generated Confidential Information developed by or through Patterson. Confidential Information of each party shall include the terms and conditions of this Agreement and all Customer Service Agreements, as well as business and marketing plans and strategies, financial information and projections, technology and technical information, product plans and designs, prices or quotes for services, customer lists and customer information, and all business processes or other information to which a party has access as a result of this Agreement. However, Confidential Information (other than Customer Data) shall not include any information that (i) is or becomes known to the public without breach by the other party of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

3.2. Protection of Confidential Information. Except as otherwise stated or provided for in this Agreement, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (but in no event less than reasonable care and consistent with industry practices and standards); (ii) the Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (iii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

3.3. Compelled Disclosure. If the Receiving Party is legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation demand, or similar process) to disclose any of the Confidential Information, the Receiving Party shall immediately notify the Disclosing Party in writing of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions hereof. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior written notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party

wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

3.4. Remedies for Breach of Confidentiality. The parties agree that any breach or threatened breach of this Section 3 of this Agreement by a party could cause not only financial harm, but also irreparable harm to the other party; and that money damages may not provide an adequate remedy for such harm. In the event of a breach or threatened breach of this Section 3 of this Agreement by a Party, the other Party shall, in addition to any other rights and remedies it may have at law or in equity, be entitled to seek equitable relief, including, without limitation, an injunction (without the necessity of posting any bond or surety) to restrain such breach.

4. WARRANTIES AND DISCLAIMERS

4.1. Mutual Warranties. Each party represents and warrants that (i) it has the legal power to enter into this Agreement, and (ii) it will not transmit to the other party any Malicious Code (except for Malicious Code previously transmitted to the warranting party by the other party).

4.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN PARTICULAR, WHILE PATTERSON WILL MAKE EFFORTS TO ACCURATELY AND COMPLETELY CONVERT CUSTOMER'S DATA, PATTERSON MAKES NO WARRANTIES AS TO THE SAME, AND CUSTOMER IS SOLELY RESPONSIBLE AT ALL TIMES FOR KEEPING A BACK-UP OF CUSTOMER DATA AND DATABASES.

5. INDEMNIFICATION

5.1. Indemnification. Customer shall defend Patterson against any claim made or brought against Patterson by a third party alleging that Patterson's authorized use of any Customer Data hereunder infringes or misappropriates the property rights of a third party or violates Applicable Law, and shall indemnify Patterson for any damages finally awarded against, and for reasonable attorney's fees incurred by, Patterson in connection with any such Claim; provided, that Patterson (a) promptly give Customer written notice of the claim; (b) gives Customer sole control of the defense and settlement of the claim (provided that Customer may not settle any claim unless the settlement unconditionally releases Patterson of all liability); and (c) provide to Customer all reasonable assistance. This provision shall survive the term of this Agreement.

5.2. Exclusive Remedy. Section 5.1 (Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

6. LIMITATION OF LIABILITY

6.1. Exclusion of Consequential and Related Damages. WITHOUT LIMITING EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY DIRECT DAMAGES, LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

7. TERM AND TERMINATION

7.1. Term of Agreement. This Agreement commences on the Effective Date and terminates ninety (90) days after the Effective Date if Customer has not by that time entered into a Customer Services Agreement or an End Use License Agreement pertaining to a Patterson System. If Customer has entered into a Customer Services Agreement or End Use License Agreement pertaining to a Patterson System within ninety (90) days of the Effective Date of this Agreement, then this Agreement shall terminate ninety (90) days after Customer's "go live" date with a Patterson System.

7.2. Termination for Cause. A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party for a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors which is not stated or dismissed within 30 days.

7.3. Surviving Provisions. 2.5 (Ownership), 3 (Confidentiality), 4 (Warranties and Disclaimers), 5 (Indemnification), 6 (Limitation of Liability), 8 (Notices, Governing Law and Jurisdiction) and 9 (General Provisions) shall survive any termination or expiration of this Agreement.

8. NOTICES, GOVERNING LAW AND JURISDICTION

8.1. Notices. All notices, requests, demands and other communications required to or permitted to be given under this Agreement shall be in writing and shall be conclusively deemed to have been delivered when: (i) hand delivered to the other Party; or (ii) upon deposit in the U.S. Post Office to the other party; or (iii) electronic mail transmission as set forth below:

8.1.1. If to Patterson:

Patterson Dental Supply, Inc.
Office of the General Counsel
1031 Mendota Heights Road
Mendota, MN 55120

8.1.2. If to Customer:

To the address above stated, unless otherwise specified.

8.2. Agreement to Governing Law. Each party agrees to the application of Illinois law, and to the resolution of any disputes in the state or federal courts located in Macon County, Illinois. Each Party consents to venue and to personal jurisdiction in said forum.

9. GENERAL PROVISIONS

9.1. Relationship of the Parties. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

9.2. No Third-party Beneficiaries. There are no third-party beneficiaries to this Agreement.

9.3. Force Majeure. Neither Patterson nor Customer shall be held liable for failure of or delay in performing its obligations under this Agreement if such failure or delay is the result of an act of God, such as earthquake, hurricane, tornado, flooding, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service. The non-performing party must make every reasonable attempt to minimize delay of performance. In the event force majeure continues longer than 60 days, either party may terminate the Agreement.

9.4. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

9.5. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

9.6. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety, without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. Nothing in this paragraph shall limit Patterson's rights to engage subcontractors or third parties to assist in any aspect of the work contemplated under this Agreement.

9.7. Entire Agreement. This Agreement, including all exhibits and addenda hereto constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted.

IN WITNESS HEREOF, the Parties have executed this Agreement the day and year first above written.

CUSTOMER

PATTERSON DENTAL SUPPLY, INC.

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

EXHIBIT 1
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is between you, the Customer ("Covered Entity"), a health care provider, and Patterson Dental Supply, Inc. ("Business Associate"), a dental software and product supply company, and its affiliate, Patterson Technology Center, Inc. (collectively, with Patterson Dental, "Patterson"). This BAA shall remain in effect and apply to all of the Services delivered under the Data Conversion Agreement.

RECITALS

WHEREAS, Patterson and Covered Entity have entered into the relevant Customer Services Agreements relative to the Patterson System, which agreements will also govern the relationship between the Parties; and

WHEREAS, Covered Entity possesses Individually Identifiable Health Information that is protected under HIPAA (as hereinafter defined), the HIPAA Privacy Regulations (as hereinafter defined), the HIPAA Security Regulations (as hereinafter defined) and the HITECH Standards (as hereinafter defined) and is permitted to use or disclose such information only in accordance with such laws and regulations;

WHEREAS, Business Associate may receive such information from Covered Entity, or create and receive such information on behalf of Covered Entity, in connection

with the Services Agreement; and

WHEREAS, Covered Entity wishes to ensure that Business Associate will appropriately safeguard the privacy, confidentiality, integrity and availability of Individually Identifiable Health Information;

NOW THEREFORE, the Parties agree as follows:

1. **Definitions.** The parties agree that the following terms, when used in this Agreement, shall have the following meanings, provided that the terms set forth below shall be deemed to be modified to reflect any changes made to such terms from time to time as defined in HIPAA, the HIPAA Privacy Regulations, the HIPAA Security Regulations, and the HITECH Standards.

- a. *"Breach"* shall mean the acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under 45 C.F.R. Part 164, Subpart E (the "HIPAA Privacy Rule") which compromises the security or privacy of the Protected Health Information. "Breach" shall not include:
- (1) Any unintentional acquisition, access, or use of Protected Health Information by a workforce member or person acting under the authority of the Covered Entity or Business Associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the HIPAA Privacy Rule; or
 - (2) Any inadvertent disclosure by a person who is authorized to access Protected Health Information at the Covered Entity or Business Associate to another person authorized to access Protected Health Information at the Covered Entity or Business Associate, respectively, or Organized Health Care Arrangement in which the Covered Entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule; or
 - (3) A disclosure of Protected Health Information where the Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- b. *"Data Aggregation"* means, with respect to PHI created or received by Business Associate in its capacity as the Business Associate of Covered Entity, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a Business Associate of another Covered Entity, to permit data analyses that relate to the health care operations of the respective Covered Entities.
- c. *"Electronic Protected Health Information" or "Electronic PHI"* means Protected Health Information that is transmitted by or maintained in electronic media as defined in the HIPAA Security Regulations.
- d. *"HIPAA"* means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- e. *"HIPAA Privacy Regulations"* means the regulations promulgated under HIPAA by the United States Department of Health and Human Services to protect the privacy of Protected Health Information, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164, Subpart A and Subpart E.
- f. *"HIPAA Security Regulations"* means the regulations promulgated under HIPAA by the United States Department of Health and Human Services to protect the security of Electronic Protected Health Information, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164, Subpart A and Subpart C.
- g. *"HITECH Standards"* means the privacy, security and security Breach notification provisions applicable to a Business Associate under Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), which is Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), and any regulations promulgated thereunder.
- h. *"Individually Identifiable Health Information"* means information that is a subset of health information, including demographic information collected from an individual, that is:
- (1) created or received by a health care provider, health plan, employer, or health care clearinghouse; and
 - (2) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and
- (a) that identifies the individual; or
 - (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- i. *"Protected Health Information" or "PHI"* means Individually Identifiable Health Information transmitted or maintained in any form or medium that (i) is received by Business Associate from Covered Entity, (ii) Business Associate creates for its own purposes from Individually Identifiable Health Information that Business Associate received from Covered Entity, or (iii) is created, received, transmitted or maintained by Business Associate on behalf of Covered Entity. Protected Health Information excludes Individually Identifiable Health Information in education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. § 1232g, records described at 20 U.S.C. § 1232g(a)(4)(B)(iv), and employment records held by the Covered Entity in its role as employer.
- j. *"Security Incident"* means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- k. Any terms capitalized, but not otherwise defined, in this Agreement shall have the same meaning as those terms have under HIPAA, the HIPAA Privacy Regulations, the HIPAA Security Regulations, and the HITECH Standards and shall be deemed to be modified to reflect any changes made to such terms from time to time as defined in HIPAA, the HIPAA Privacy Regulations, the HIPAA Security Regulations, and the HITECH Standards.

2. Obligations and Activities of Business Associate

- a. *Use or Disclosure.* Business Associate agrees to not use or further disclose Protected Health Information other than as expressly permitted or required by this Agreement or as required by law.
- b. *Safeguards.* Business Associate agrees to use appropriate safeguards to prevent any use or disclosure of the Protected Health Information other than uses and disclosures expressly provided for by this Agreement. Business Associate further agrees to use appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of any Electronic Protected Health Information in accordance with the HIPAA Security Regulations.
- c. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. *Reporting.* Business Associate agrees to report to Covered Entity any use or disclosure of Protected Health Information in violation of this Agreement by Business Associate or by a third party to which Business Associate disclosed Protected Health Information pursuant to Section 2.e ("Subcontractors and Agents"), in the time and manner agreed to by the Parties. Business Associate further agrees to report promptly to Covered Entity any Security Incident of which it becomes aware.

Notwithstanding the foregoing provisions of this Section 2.d., Business Associate shall promptly report to Covered Entity any Breach consistent with the regulations promulgated under HITECH by the United States Department of Health and Human Services at 45 C.F.R. Part 164, Subpart D.

- e. *Subcontractors and Agents.* Business Associate agrees to ensure that any agents, including subcontractors, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity agree to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. *Access.* Upon request by Covered Entity for access to Protected Health Information about an individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity, in the time and manner reasonably designated by Covered Entity, such Protected Health Information for so long as such information is maintained in the Designated Record Set. In the event any individual requests access to Protected Health Information directly from Business Associate, Business Associate shall forward such request to Covered Entity in the time and manner reasonably designated by Covered Entity such that Covered Entity can respond to such individual in accordance with 45 C.F.R. § 164.524. Any denials of access to the Protected Health Information requested shall be the responsibility of Covered Entity.
- g. *Amendment.* Upon receipt of a written request by or on behalf of Covered Entity for the amendment of an individual's Protected Health Information or record contained in a Designated Record Set (for so long as the Protected Health Information is maintained in the Designated Record Set), Business Associate shall provide such information to Covered Entity for amendment, in the time and manner reasonably designated by Covered Entity, and incorporate any such amendments in the Protected Health Information as required by 45 C.F.R. § 164.526.
- h. *Audit and Inspection.* Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information and the security of Electronic Protected Health Information, available to Covered Entity, or, at the request of Covered Entity, to the Secretary of Health and Human Services (the "Secretary of HHS") or any officer or employee of HHS to whom the Secretary of HHS has delegated such authority for the purposes of the Secretary of HHS determining Covered Entity's compliance with the HIPAA Privacy Regulations, the HIPAA Security Regulations, and the HITECH Standards. Such information shall be made available in a time and manner designated by Covered Entity or the Secretary of HHS.
- i. *Documentation of Disclosures.* Business Associate agrees to document such disclosures of Protected Health Information, and such information related to such disclosures, as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- j. *Accounting.* Upon receipt of notice by or on behalf of Covered Entity that Covered Entity has received a request for an accounting of disclosures of Protected Health Information, Business Associate shall make available to Covered Entity, in the time and manner reasonably designated by Covered Entity, that information collected in accordance with Section 2.i ("Documentation of Disclosures") of this Agreement,] to permit Covered Entity to respond to the request in accordance with 45 C.F.R. § 164.528.
- k. *Compliance with the HITECH Standards.* Notwithstanding any other provision in this Agreement, no later than February 17, 2010, unless a separate effective date is specified by law or this Agreement for a particular requirement (in which case the separate effective date shall be the effective date for that particular requirement), Business Associate shall comply with the HITECH Standards, including, but not limited to: (i) compliance with the requirements regarding minimum necessary under HITECH § 13405(b); (ii) requests for restrictions on use or disclosure to health plans for payment or health care operations purposes when the provider has been paid out of pocket in full consistent with HITECH § 13405(a); (iii) the prohibition of sale of PHI without authorization unless an exception under HITECH § 13405(d) applies; (iv) the prohibition on receiving remuneration for certain communications that fall within the exceptions to the definition of marketing under 45 C.F.R. § 164.501 unless permitted by this Agreement and Section 13406 of HITECH; (v) the requirements relating to the provision of access to certain information in electronic access under HITECH § 13405(e); (vi) compliance with each of the Standards and Implementation Specifications of 45 C.F.R. §§ 164.308 (Administrative Safeguards), 164.310 (Physical Safeguards), 164.312 (Technical Safeguards) and 164.316 (Policies and Procedures and Documentation Requirements); and (vii) the requirements regarding accounting of certain disclosures of PHI maintained in an Electronic Health Record under HITECH § 13405(c) to the extent that Business Associate discloses any PHI maintained in an Electronic Health Record on behalf of the Covered Entity pursuant to this Agreement. Amendments to this Agreement may be required to comply with any regulations promulgated pursuant to HITECH. In such case, this Agreement will be amended by Covered Entity in accordance with Section 6.b.
- l. *Minimum Necessary Use and Disclosure.* In conducting functions and/or activities under the Services Agreement and this Agreement that involve the use and/or disclosure of PHI, Business Associate shall make reasonable efforts to limit the use and/or disclosure of PHI to the minimum amount of

information necessary as determined by Covered Entity to accomplish the intended purpose of the use or disclosure.

m. *Electronic Transactions Regulations.* If Business Associate conducts any Transaction for or on behalf of Covered Entity which is covered under the Electronic Transactions Standards from and after the Agreement Effective Date, Business Associate agrees that it will comply with, and cause its employees, agents and representatives, and subcontractors to comply with, the applicable requirements of the Electronic Transactions Standards.

3. Permitted Uses and Disclosures by Business Associate

a. *General Use and Disclosure Provisions.* Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information in connection with its performance of the services under the Services Agreement if such use or disclosure of Protected Health Information would not violate HIPAA, the HIPAA Privacy Regulations or the HITECH Standards if done by Covered Entity or such use or disclosure is expressly permitted under Section 3.b ("Specific Use and Disclosure Provisions") of this Agreement.

b. *Specific Use and Disclosure Provisions.*

(1) Except as otherwise limited in this Agreement, Business Associate may use and disclose Protected Health Information for the proper management and administration of the Business Associate or to meet its legal responsibilities; provided, however, that such Protected Health Information may only be disclosed for such purposes only if the disclosures are required by law or the Business Associate obtains certain reasonable assurances from the person to whom the information is disclosed. The required reasonable assurances are that:

(a) the information will remain confidential;

(b) the information will be used or further disclosed only as required by law or for the purpose for which the information was disclosed to the person; and

(c) the person will notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(2) Business Associate may use and disclose Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).

(3) *Data Aggregation.* Business Associate may use and disclose PHI received by Business Associate in its capacity as a Business Associate of Covered Entity to provide the following Data Aggregation services relating to the health care operations of Covered Entity: (i) to evaluate use of system, (ii) to improve and enhance the performance of the system, (iii) to develop updates to the system, (iv) to create, develop or enhance the functionality of the system, or (v) for other business purposes.

4. Obligations of Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the HIPAA Privacy Regulations or the HITECH Standards if done by Covered Entity or that is not otherwise expressly permitted under Section 3 ("Permitted Uses and Disclosures by Business Associate") of this Agreement.

5. Term and Termination

a. *Term.* This Agreement shall continue in effect until Business Associate no longer provides Services to Covered Entity, or until terminated in accordance with the provisions of Section 5.b ("Termination for Cause") or 6.b ("Amendment") hereof, or until the termination of the relevant Customer Services Agreements relative to the Patterson System.

b. *Termination for Cause.* Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, in its sole discretion, either (1) provide Business Associate with notice of and an opportunity to cure such breach and then terminate this Agreement if Business Associate does not cure the breach within time period specified by Covered Entity, or (2) terminate this Agreement immediately. In the event that termination of the Agreement is not feasible, Business Associate acknowledges and agrees that Covered Entity has the right to report the breach to the Secretary of HHS.

Upon Business Associate's knowledge of a material breach by the Covered Entity of this Agreement, Business Associate may, in its sole discretion, provide Covered Entity with notice of and an opportunity to cure such breach and then terminate this Agreement if Covered Entity does not cure the breach within time period specified by Business Associate. In the event that termination of the Agreement is not feasible, Covered Entity acknowledges and agrees that Business Associate has the right to report the breach to the Secretary of HHS.

c. *Effect of Termination.*

(1) Upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) Notwithstanding the foregoing, in the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is not feasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction not feasible, for so long as Business Associate maintains such Protected Health Information.

6. **Miscellaneous**

- a. *Regulatory References.* A reference in this Agreement to a section in HIPAA, the HIPAA Privacy Regulations, the HIPAA Security Regulations or the HITECH Standards means the section as in effect or as amended from time to time, and for which compliance is required.
- b. *Amendment.* Covered Entity and Business Associate agree that amendment of this Agreement may be required to ensure that Covered Entity and Business Associate comply with changes in state and federal laws and regulations relating to the privacy, security and confidentiality of Protected Health Information, including, but not limited to, changes under the HIPAA Privacy Regulations, the HIPAA Security Regulations and the HITECH Standards. Business Associate agrees that Covered Entity may amend this Agreement, in its sole discretion, upon thirty (30) days written notice in order to ensure that Covered Entity will be able to comply with such laws and regulations. For the avoidance of doubt, in the event Business Associate has not objected in writing to such amendment within such thirty (30) day notice period, the amendment shall be deemed to have been accepted by Business Associate.
- c. *Survival.* The respective rights and obligations of Business Associate under Section 5.c ("Effect of Termination"), 6.f ("Injunctions") and 6.g ("Indemnification") of this Agreement shall survive the termination of this Agreement.
- d. *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with applicable law protecting the privacy, security and confidentiality of Protected Health Information, including, but not limited to, HIPAA, the HIPAA Privacy Regulations, the HIPAA Security Regulations or the HITECH Standards.
- e. *State Law.* Nothing in this Agreement shall be construed to require Business Associate to use or disclose Protected Health Information without a written authorization from an individual who is a subject of the Protected Health Information, or written authorization from any other person, where such authorization would be required under state law for such use or disclosure.
- f. *Injunctions.* Covered Entity and Business Associate agree that any violation by Business Associate of any of the provisions of this Agreement may cause irreparable harm to Covered Entity. Accordingly, in addition to any other remedies available to Covered Entity at law, in equity, or under this Agreement, Covered Entity shall be entitled to an injunction or other decree of specific performance with respect to any violation by Business Associate of any of the provisions of this Agreement, or any explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages.
- g. *Indemnification.* Business Associate shall indemnify, hold harmless and defend Covered Entity from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the acts or omissions of Business Associate in connection with the representations, duties and obligations of Business Associate under this Agreement, without regard to any limitation or exclusion of damages provision otherwise set forth in the Services Agreement or any other agreement between the Parties.
- h. *No Third Party Beneficiaries.* Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than Covered Entity, Business Associate, and their respective successors and assigns, any rights, obligations, remedies or liabilities.
- i. *Primacy.* To the extent that any provisions of this Agreement conflict with the provisions of any other agreement or understanding between the Parties, this Agreement shall control with respect to the subject matter of this Agreement.
- j. *Independent Contractors.* No provision of this Agreement is intended to create, nor shall be deemed or construed to create, any employment, agency or joint venture relationship between Covered Entity and Business Associate other than that of independent entities contracting with each other hereunder solely for the purpose of effectuating the provisions of this Agreement. None of the parties nor any of their respective representatives shall be construed to be the agent, employer, or representative of the other. The parties have reviewed the factors to determine whether an agency relationship exists under the federal common law of agency and it is not the intention of either Covered Entity or Business Associate that Business Associate constitute an "agent" under such common law.