

Resolution # 9-1

WHEREAS, it is a primary concern of Sangamon County that injured workers receive quality medical care and rehabilitation, as needed, to enable their recovery and expeditious return to the work environment; and

WHEREAS, in 2006 the County implemented a comprehensive medical case management program for workers' compensation which not only has been successful in ensuring that workers who are injured in the performance of their duties receive quality medical care and rehabilitation, but also has proven to be an effective method for managing the County's workers' compensation costs and time lost from work; and

WHEREAS, the County annually receives a grant of approximately \$75,000 from the Illinois Public Risk Fund (IPRF) to offset our costs for providing a comprehensive medical case management program; and

WHEREAS, the County's agreement with Medical Management Consulting Services, Inc. (MMCS), who has served as the County's medical case management contractor since 2006, is subject for renewal on December 1, 2011; and

WHEREAS, the City of Springfield currently is attempting to establish a case management program for its employees, similar to the comprehensive program implemented by the County in 2006; and

WHEREAS, a cooperative agreement with the City for the procurement of case management services could reduce the County's costs for providing such services; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provide that units of local government may contract or otherwise associate among themselves to obtain or share services; and

WHEREAS, it is in the public's interest for the County and City to combine procurement efforts to acquire case management services in a cost effective manner.

NOW, THEREFORE, BE IT RESOLVED that the Sangamon County Board, in session this 13th day of September, 2011, hereby approves the intergovernmental agreement with the City of Springfield which establishes a cooperative process for procuring medical case management services for employees who are injured in the performance of their job duties.

FILED

AUG 24 2011

Joe Aiello
Sangamon County Clerk

RECEIVED

AUG 23 2011

Paul Palazzolo
SANGAMON COUNTY AUDITOR

Submitted By

Finance Committee

Andy Aleman, Chairman

[Signature], Member

[Signature], Member

_____, Member

Sam Montalban, Member

_____, Member

[Signature], Member

_____, Member

Rose Ruiz, Member

_____, Member

[Signature], Member

_____, Member

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN
SANGAMON COUNTY, ILLINOIS
AND THE CITY OF SPRINGFIELD, ILLINOIS
FOR
WORKER'S COMPENSATION CASE MANAGEMENT SERVICES**

This Agreement (the "Agreement") is made as of this _____ day of _____, 2011, (the "Effective Date"), pursuant to Article 7, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), by and between the County of Sangamon, a body politic and corporate (the "County"), and the City of Springfield, a municipal corporation, (the "City").

RECITALS:

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provide that units of local government may contract or otherwise associate among themselves to obtain or share services;

WHEREAS, Sangamon County, Illinois (the "County") and the City of Springfield, Illinois (the "City") desire to jointly procure services for medical case management for worker's compensation claims (the "Services").

WHEREAS, this Agreement is entered into for the purpose of setting forth the terms and conditions of developing and procuring the Services;

WHEREAS, it is in the public's interest for the parties to combine procurement efforts to acquire the Services.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Term of Agreement. This Agreement is effective from the date first written above and will remain in effect for a period of one (1) year. This Agreement shall be automatically extended for additional one (1) year periods. Either party may terminate this Agreement upon sixty (60) days written notice to the other party. Neither party is obligated by this Agreement to execute any contract resulting from cooperative efforts unless said contract is approved pursuant to each party's contract approval process.

2. Costs. In consideration of the rights and obligations of the parties as provided in this Agreement, each party agrees to pay the selected vendor the costs incurred from services provided to that party.

3. On-Going Personnel Support. The parties shall each provide departmental personnel,

or contractual personnel at their discretion and funding, to support the Services.

4. Limitation of Liability. All liability, loss, or damage as a result of any and all claims, demands, costs, expenses, or judgments arising out of, or relating to, activities of the parties will be the sole responsibility of said party. Nothing herein will be construed as a waiver by the parties of any governmental immunity as provided by statute or modified by court decision.

THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT THE RESPECTIVE PARTIES OF THIS AGREEMENT MAKE NO WARRANTY TO EACH OTHER, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THE SERVICES, NOR ASSUMES ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, FUNCTIONING, COMPLETENESS, OR USEFULNESS THEREOF.

5. Relationship of Parties. The relationship of the parties is and will continue to be that of independent governmental entities. No liability or benefits, such as workers' compensation, pension rights, or insurance rights, arising out of or related to a contract for hire or employee/employer relationship accrues to the parties by virtue of this Agreement.

6. Assignment. This Agreement may not be assigned, transferred, or in any way disposed of without the prior written consent of the other party.

7. Governing Law. This Agreement and all actions arising from it must be governed by, subject to, and construed in accordance with the laws of the State of Illinois.

8. Notice. All notices, consents, approvals, and other communications under this Agreement must be in writing and will be deemed to have been duly given when received by the addressee if sent by nationally recognized overnight delivery service (return receipt requested) or five (5) business days after the postmark if sent via regular U.S. mail to the appropriate addresses as set forth below:

If to the County:

Chairman, Sangamon County
County Board Office
200 S. Ninth, Room 201
Springfield, IL. 62701

If to the City:

Office of the Mayor
Municipal Center East
800 East Monroe
Springfield, IL. 62701

9. General.

Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the County and the City and their respective successors and assigns.

Integrated Agreement. This Agreement, and its attachments, constitute the entire agreement between the parties hereto concerning procurement, customization, and implementation of the Services; and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties

with respect to the subject matter hereof.

Amendments. No amendment to this Agreement is effective unless it references this Agreement and is written, signed, and acknowledged by duly authorized representatives of all parties hereto.

Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Time of the Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

Execution of Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same Agreement.

10. Nature of Obligations. All terms and conditions contained herein are intended to be absolute and irrevocable conditions hereof and are agreed to by the parties. The parties shall cooperate with and abide by all Federal Rules, Regulations, and Certifications required for implementation and continued operation of the Services.

IN WITNESS WHEREOF, the parties have caused this Intergovernmental Cooperation Agreement to be executed by their duly authorized officers as of the date first above written.

SANGAMON COUNTY, ILLINOIS

CITY OF SPRINGFIELD, ILLINOIS

By: _____
Its Board Chairman

By: _____
Its Mayor