



**COUNTY OF KENDALL, ILLINOIS
HUMAN RESOURCES & INSURANCE**
Kendall County Historic Courthouse
110 West Madison, Second Floor Courtroom,
Yorkville, IL 60560
Monday, May 5, 2025 at 5:30 p.m.

MEETING AGENDA

1. Call to Order
2. Roll Call: Ruben Rodriguez (Chairman), Jason Peterson, Elizabeth Flowers, Zach Bachmann, and Matt Kellogg
3. ***MOTION (VV):** Approval of Agenda (page 1)
4. ***MOTION (VV):** Approval of Minutes for the April 7, 2025 Human Resources & Insurance Committee Meeting (pages 2-5)
5. Committee Reports and Updates
 - A. Monthly Benefits Report (pages 6-7)
 - B. Monthly Human Resources Department Report (pages 8-26)
6. New Committee Business
 - A. ***MOTION (VV) (Forward to CB 5/20/2025):** Resolution Amending Kendall County Wellness Program Guidelines (pages 27-29)
 - B. ***MOTION (VV) (Forward to CB 5/20/2025):** Empower Health Services, LLC Biometric Screening Agreement in an amount not to exceed \$135 per plan participant (pages 30-37)
 - C. ***MOTION (VV) (Forward to CB 5/20/2025):** Revised Employment of Minors Policy effective July 1, 2025 (Section 3.1 of the Kendall County Employee Handbook) (pages 38-39)
 - D. ***MOTION (VV) (Forward to CB 5/20/2025):** Revised Drug and Alcohol Use/Abuse Policy effective July 1, 2025 (Section 5.4 of the Kendall County Employee Handbook) (pages 40-49)
 - E. ***MOTION (VV) (Forward to CB 5/20/2025):** Revised Work Related Injury or Illness Reporting Policy effective July 1, 2025 (Section 5.10 of the Kendall County Employee Handbook) (pages 50-51)
 - F. ***MOTION (VV) (Forward to CB 5/20/2025):** Revised Jury and Witness Duty Policy effective July 1, 2025 (Section 8.4 of the Kendall County Employee Handbook) (pages 52-53)
 - G. ***MOTION (VV) (Forward to CB 5/20/2025):** Revised Bereavement Leave Policy effective July 1, 2025 (Section 8.8 of the Kendall County Employee Handbook) (pages 54-58)
 - H. *** DISCUSSION ONLY (No Motion Required):** Discussion of Revised Vacation Policy effective July 1, 2025 (Section 8.2 of the Kendall County Employee Handbook) (pages 59-62)
7. Old Committee Business
8. Chairman's Report
9. Public Comment
10. Executive Session
11. Items for Committee of the Whole
12. Action Items for County Board
 - A. Items for Consent Agenda
 - B. Items under Committee Business
13. Adjournment

If special accommodations or arrangements are needed to attend this County meeting, please contact the Administration Office at 630-553-4171, a minimum of 24-hours prior to the meeting time.

COUNTY OF KENDALL, ILLINOIS
HUMAN RESOURCES AND INSURANCE COMMITTEE
Meeting Minutes for Monday, April 7, 2025, at 5:30 p.m.

Call to Order

The meeting was called to order by Committee Chair Ruben Rodriguez at 5:30 p.m.

Roll Call

Attendee	Status	Arrived
Ruben Rodriguez	Here	5:30 PM
Jason Peterson	Here	5:30 PM
Elizabeth Flowers	Absent	
Zach Bachmann	Here	5:30 PM
Matt Kellogg	Here	5:30 PM

With 4 members present, a quorum was established.

Staff Present: County Administrator Christina Burns, Director of Human Resources Leslie Johnson, Payroll Specialist Payton Karlovich, Treasurer Jill Ferko.

Others Present: Dave Hall, National Program Director for Empower Health

Approval of Agenda – Member Zach Bachmann made a motion to approve the agenda, second by Member Jason Peterson. **Chairman Rodriguez asked for a voice vote on the motion. All members present voting aye. Motion carried.**

Approval of Minutes- Member Jason Peterson made a motion to approve January 6, 2025, minutes, second by Member Zach Bachmann. **Chairman Rodriguez asked for a voice vote on the motion. All members present voting aye. Motion carried.**

Committee Reports and Updates –

A. Monthly Benefits Report

Kendall County Treasurer Jill Ferko provided the monthly benefits report. Treasurer Ferko reported the HSA had a negative balance due to some employees not having opened their new accounts. IPBC has been a good transition so far, but there have been some hiccups along the way.

B. Monthly Human Resources Department Report

Human Resources Director Leslie Johnson provided the monthly Human Resources Department Report. Director Johnson reported that she will be providing professional development training about the ADA and reasonable accommodations on April 4th. The department has been busy with recruitment for the Summer Internship Program. There are

still internships available in the Animal Control, Health and Human Services, and Planning, Building, and Zoning departments. The Employee Appreciation Breakfast is April 16th and 17th. Director Johnson attended the annual IPBC member meeting and learned a lot regarding IPBC benefits offerings. Director Johnson informed the Committee that IPBC's staff has been responsive to issues and concerns brought to their attention during the benefits transition.

C. Executime & Tyler Munis Update

Payroll Specialist Payton Karlovich discussed the Executime and Tyler Munis update. All County elected offices and departments, except for KenCom and the Sheriff's Office, are in Executime. KenCom and the Sheriff's Office will be utilizing another timekeeping system, Pace. The Circuit Clerk started in Executime Saturday, April 5, 2025. The Executime transition is complete. The Committee thanked Payroll Specialist Karlovich and the rest of the Human Resources team for their work with the Executime transition.

New Committee Business

A. Onsite Wellness Screenings – Presentation by Dave Hall of Empower Health

Dave Hall spoke about Empower Health. They are a nationwide service provider stationed in Aurora, IL. Empower Health works with 80% of IPBC groups currently. Empower Health conducts biometric onsite wellness screenings, and clients can customize what type of screenings to provide to their employees. The cost of the onsite wellness screenings provided by Empower Health is reimbursed through IPBC's Wellness Program for retirees, employees and their spouses who are enrolled in one of Kendall County's medical insurance plans. Online health risk assessments are done as part of the biometric screening process in addition to a blood draw and vitals check. Employees' individual results are kept confidential and will be posted online in Empower's secure portal and will be available for the employees' viewing for twelve months after the screening is completed. Individuals who participate in the biometric screening have the option to share their screening results directly with their physician. After the biometric screening is completed, Empower Health's medical team will directly call patients if they notice something concerning in the biometric screening results. Those individuals are also provided the option of a free checkup six months after the initial call to see if there has been any improvement in their test results. Dave Hall provided the Committee with an overview of the different types of blood panel testing that can be completed. Also, Dave Hall informed the Committee that Empower Health does offer flu vaccines, but it is an additional service with an additional cost that is not reimbursed by IPBC. Empower Health can perform the biometric screenings onsite at Kendall County and can also refer patients to one of Empower's associated laboratories if an individual is unable to attend the onsite wellness screening. As part of their services, Empower Health will also provide Kendall County with a promotional campaign such as signs and pdfs to advertise the wellness program and dates of the onsite wellness screenings. When asked by Chairman Rodriguez, Human Resources Director Leslie Johnson stated that the County would like to go with Empower Health's Panel C+ panel screening because it provides the most comprehensive testing and the cost is fully covered under IPBC at no extra cost to the employer and employee. Director Johnson requested approval from the Committee to proceed with offering the onsite wellness screenings this plan year.

Member Matt Kellog made a motion to approve offering the onsite wellness screenings by Empower Health in 2025, second by member Jason Peterson. **Chairman Rodriguez asked for a voice vote on the motion. All members present voting aye. Motion carried.**

B. Emergency Management Agency Intern Job Description

No discussion was held on this agenda item.

Member Zach Bachmann made a motion to forward to the April 15, 2025 County Board meeting for approval, second by member Matt Kellog. **Chairman Rodriguez asked for a voice vote on the motion. All members present voting aye. Motion carried.**

C. Direct Deposit Form

No discussion was held on this agenda item.

Member Matt Kellog made a motion to forward to the April 15, 2025 County Board meeting for approval, second by member Jason Peterson. **Chairman Rodriguez asked for a voice vote on the motion. All members present voting aye. Motion carried.**

D. Discussion of 2026 Property, Casualty, General Liability, Auto, Workers' Compensation, and Cyber Insurance

Leslie Johnson asked for direction on how to proceed with the renewal for property, casualty, general liability, auto, workers' compensation, and cyber insurance for 2026. Director Johnson informed the Committee that the County's insurance broker contract expires on September 30, 2025, and this contract can be terminated at anytime with 60 days advance notice. Kendall County has a seat on ICRMT's Board of Trustees, and Kendall County has been insured by ICRMT since the 1970s. Director Johnson asked the Committee if they would prefer to continue with ICRMT next year or if they would like staff to explore other potential joint insurance pools and/or insurance companies to see what alternative services and prices may be available to Kendall County in 2026. Chairman Ruben Rodriguez stated it would be good to look at other options, and Member Jason Peterson agreed. Member Kellogg asked if the Forest Preserve was with ICRMT, and Director Johnson stated that she believes the Forest Preserve still utilizes ICRMT. The Committee provided Director Johnson with the direction to look at what alternative options and pricing might exist for Kendall County in 2026.

Old Committee Business –

None

Chairman's Report –

None

Public Comment –

None

Executive Session –

A motion was made by Member Kellogg to enter executive session for the purpose of discussion of minutes of meetings lawfully closed under the Open Meetings Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06 (5 ILCS 120/2(21)). The motion was seconded by Member Zach Bachmann. **A roll call vote was held. With all members present voting aye, the motion carried.**

Items for the Committee of the Whole Meeting –

None

Action Items for County Board –

1. Under Consent Agenda

Emergency Management Agency Intern Job Description

Direct Deposit Form

2. Items for Committee Business

None

Member Kellogg asked Director Johnson to forward additional information about Empower Health's onsite wellness screenings presentation to the County Board so they are familiar with the services that Empower Health will provide to the County.

Adjournment – Member Zach Bachmann made a motion to adjourn, second by Member Jason Peterson. **Chairman Rodriguez asked for a voice vote on the motion. All members present voting aye. Motion carried. The meeting was adjourned at 6:26 p.m.**

Respectfully submitted,
Payton Karlovich
Payroll Specialist

FY 2025 Medical and Dental Plan Enrollments

HMO - B04425	Current Premiums	Employee Only	27	HDHP - 632602 BCO	Current Premiums	Employee Only	12
		Employee + Spouse	4			Employee + Spouse	3
		Employee + Children	4			Employee + Children	1
		Employee + Family	14			Employee + Family	8
		Subtotal	49			Subtotal	24
HDHP - PM1646	Retro Adjustments	Employee Only	0	HDHP - 632603 BCO	Retro Adjustments	Employee Only	0
		Employee + Spouse	0			Employee + Spouse	0
		Employee + Children	0			Employee + Children	0
		Employee + Family	0			Employee + Family	0
		Subtotal	210			Subtotal	5
HDHP - PM1648	Current Premiums	Employee Only	5	Dental ASO	Current Premiums	Employee Only	164
		Employee + Spouse	3			Employee + Family	162
		Employee + Children	1			Employee Only	0
		Employee + Family	2			Employee + Family	0
		Subtotal	11				
	Retro Adjustments	Employee Only	0		Retro Adjustments	Employee Only	0
		Employee + Spouse	0			Employee + Family	0
		Employee + Children	0				
		Employee + Family	0				
		Subtotal	11				

Retirees/COBRA (12/1/24 -11/30/25) (50 Retirees /1 COBRA)			
Vision	Family	11	784.14
Vision	Single	16	502.20
Medical	Family	1	14,290.15
Medical	Single	6	25,476.43
Dental	Family	32	7,690.44
Dental	Single	16	9,220.12
TOTAL		82	57,963.48

FY 25 MONTHLY MEDICAL INSURANCE INVOICES

BUDGETED \$6,401,817

50.01% of total budget

	December	January	February	March	April	May	June	July	August	September	October	November	Totals	BUDGET per Line item	% of budget
BCBS Medical Premium	502437	490076	494684	504213	494378								\$2,485,787	5,498,931	45.20%
BCBS Dental Premium	27987	28067	28384	28934	28542								\$141,914	291,549	48.68%
Securian Life Premium	0	618	631	635	632								\$2,516	7837	32.10%
Health Savings Account	0	557250	14000	-6150	6375								\$571,475	600,000	95.25%
FSA Admin Fee	118	121	-118	0	0								\$121	3,500	3.47%
TOTALS	\$530,542	\$1,076,133	\$537,581	\$527,632	\$529,927	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,201,814	6,401,817	50.01%

FY 24 MONTHLY MEDICAL INSURANCE INVOICES

BUDGETED \$7,144,922

94.48% of total budget

	December	January	February	March	April	May	June	July	August	September	October	November	Totals	BUDGET per Line item	% of budget
BCBS Medical Premium	951670	489801	474064	479759	498476	491948	502924	488397	490926	497320	488655	-7590	\$5,846,348	6,230,253	93.84%
BCBS Dental Premium	39526	28294	45175	28046	28019	28259	28330	27820	27936	28096	27934	-325	\$337,108	303,332	111.14%
BCBS Life Premium	624	661	642	636	632	637	651	623	634	630	631	469	\$7,469	7837	95.31%
Health Savings Account	125	529125	3875	5500	4500	3875	875	6750	1250	500	1750	0	\$558,125	600,000	93.02%
FSA Admin Fee	98	102	129	129	129	118	121	121	121	121	118	118	\$1,425	3,500	40.71%
TOTALS	\$992,043	\$1,047,982	\$523,885	\$514,070	\$531,756	\$524,836	\$532,902	\$523,712	\$520,867	\$526,666	\$519,087	-\$7,329	\$6,750,476	7,144,922	94.48%

FY 23 MONTHLY MEDICAL INSURANCE INVOICES

BUDGETED \$6,430,808

96.07% of total budget

	December	January	February	March	April	May	June	July	August	September	October	November	Totals	BUDGET per Line item	% of budget
BCBS Medical Premium	467114	896081	424612	438627	453121	431875	431265	436721	433971	434132	456685	-8013	\$5,296,191	5,438,252	97.39%
BCBS Dental Premium	28221	-218	28489	27428	28208	27358	26922	27246	-4026	26989	28720	55462	\$300,799	381,879	78.77%
BCBS Life Premium	595	612	591	610	615	606	604	619	593	640	630	627	\$7,342	9677	75.87%
Health Savings Account	375	540750	7230	895	5250	4000	3875	4000	2250	2375	500	1250	\$572,750	597,500	95.86%
FSA Admin Fee	95	95	112	116	109	102	98	95	95	95	98	98	\$1,204	3,500	34.40%
TOTALS	\$496,399	\$1,437,320	\$461,033	\$467,675	\$487,303	\$463,941	\$462,764	\$468,681	\$432,882	\$464,230	\$486,633	\$49,424	\$6,178,287	6,430,808	96.07%

FY 22 MONTHLY MEDICAL INSURANCE INVOICES

(BUDGETED: \$6,423,600) 91.44% of budget

	December	January	February	March	April	May	June	July	August	September	October	November	Totals
BCBS Medical Premium	422061	417593	769160	397470	415868	423977	418344	406923	411574	412983	412883	-4843	\$4,903,995
Met Life Dental Premium	56127	56874	56863	-988	32394	27529	28184	28471	27867	27921	28245	-250	\$369,237
BCBS Life Premium	601	613	604	619	591	622	623	622	608	616	610	616	\$7,344
Health Savings Account	625	547000	4125	9625	8125	2875	3250	6375	3500	4375	750	750	\$591,375
FSA Admin Fee	0	792	98	105	105	201	98	102	102	105	102	98	\$1,906
TOTALS	\$479,415	\$1,022,872	\$830,850	\$406,831	\$457,083	\$455,203	\$450,499	\$442,493	\$443,651	\$446,000	\$442,589	-\$3,629	\$5,873,857



KENDALL COUNTY HUMAN RESOURCES DEPARTMENT REPORT TO HUMAN RESOURCES & INSURANCE COMMITTEE May 5, 2025

Here are a few highlights from the Human Resources Department for the month of April 2025:

COMPLIANCE & RISK MANAGEMENT:

- On April 29th, Director Johnson met with Dane Mall of Alliant Services to discuss the status of open claims and loss control measures.
- On April 4th, Director Johnson presented a training about the Americans with Disabilities Act and the Interactive Process to Kendall County's human resources and management-level professionals.

RECRUITMENT, ONBOARDING & OFFBOARDING:

- We completed recruitment for the full-time Outreach Specialist (VAC) position and the part-time Deputy Treasurer position. We began recruitment for the full-time Human Resources Generalist position to replace Human Resources Generalist Tricia Springman's upcoming vacancy.
- We completed recruitment for the Planning, Building, and Zoning Department summer internship. All County Department summer internship opportunities have been filled except for the unpaid internship opportunity with Kendall County Animal Control Department.
- We completed onboarding for the Code Compliance Officer (PBZ) position, the Management Analyst (Administration) position, the Outreach Specialist (VAC) position, and a Bailiff (Judicial) position.

LABOR RELATIONS:

- Union negotiations continue for Corrections Sergeants. We continue preparation for upcoming negotiations with the Facilities Management Department.
- We completed a Memorandum of Understanding between Kendall County, the Kendall County Sheriff, and the Illinois Fraternal Order of Police Labor Council (Corrections Deputies Bargaining Unit).

MISCELLANEOUS:

- Thank you to everyone who attended the Employee Appreciation Breakfasts held on April 16th and April 17th! The Human Resources Department hosted four breakfasts during these two days and one dinner for Sheriff's Office staff on the evening of April 17th. Everyone enjoyed starting their day with breakfast catered by IHOP.
- On April 10th, Director Johnson attended a presentation with County Administrator Burns and the Kendall County Sheriff's Office command staff to learn more about Retirement Healthcare Funding Plans. The presentation was presented by the National Public Pension Fund Association (NPPFA). See attached materials for general information about Retirement Healthcare Funding Plans. Joel Babbitt from NPPFA will present more information about these types of plans to the Committee of the Whole on May 15, 2025.
- We have completed the rollout of Executime and continue to address any technical difficulties as they arise.



Retirement Healthcare Funding Plan

WHAT IS A RETIREMENT HEALTHCARE FUNDING PLAN?

A Retirement Healthcare Funding Plan (RHFP) is a health care savings plan that provides a source of tax-free funds to reimburse participants for the cost of health care expenses, including premiums for themselves, their spouses, and any other qualified tax-dependents.

WHY ESTABLISH A RETIREMENT HEALTHCARE FUNDING PLAN?

Having funds to help cover health care costs during retirement is significant. The primary reason public employees delay retirement beyond pension eligibility is due to concerns of paying for the rising costs of health care expenses including premiums. RHFP allows employees to pre-fund the future of health care expenses and shelter earnings in a tax-exempt manner.

RHFPs are triple tax free – tax exempt contributions, tax-free growth, and tax-exempt distributions. Much like a Flexible Spending Account (FSA), the money in these plans is also not subject to Federal Income tax, State Income tax, Medicare tax, and Social Security tax. Funds can only come out of the plan for qualified medical expenses including premiums.

These plans are a rare win-win for the employer and the employee. When structured correctly, these plans will reduce overtime, reduce payroll taxes, reduce accumulated sick time, reduce OPEB, and allow the employer to pay out future benefits in today's dollars. These plans assist the employer in aligning benefits and compensation.

HOW CAN WE MAKE CONTRIBUTIONS?

- Member contributions
- Unused vacation leave
- Unused sick pay
- Unused comp time
- Percentage of salary or flat dollar amount
- Any annual or end of career compensation (payout)
- Employer contributions

WHAT CAN MY FUNDS BE USED FOR?

Generally, funds can be used only for qualified medical expenses (e.g., health insurance premiums, deductibles, office visit co-pays, prescription medications, long-term care) as determined by IRC 213(d).

WHEN CAN I ACCESS MY FUNDS?

When you separate from service from your present employer, you can access your funds by submitting proof of medical expenses incurred by you, your spouse, or other eligible dependents for which you request reimbursement.

WHAT HAPPENS IN THE EVENT OF MY DEATH?

In the event of your death, if remaining funds exist, these funds may be used by your spouse or any qualified dependent (a person listed on your tax return). In the absence of a spouse or qualified dependents, assets in your account will be paid to a named beneficiary.

CAN I CHOOSE MY OWN INVESTMENTS?

Yes. Similar to your 457 deferred compensation plan, you will have your own account and can choose from a list of investment options offered by the NPPFA Wise Choice for Public Employees® plan.

WE ARE HERE TO HELP

If you have any questions regarding your retirement healthcare funding plan, our NPPFA Benefits service representatives are readily available to conduct meetings in person, via phone call, or virtual video conference at a time and place that works best for you. Please go to www.nppfabenefits.org and choose the Book an Appointment tab to schedule a meeting time with a service representative. Alternatively, you can reach our office staff below:



educate@nppfabenefits.org



1701 E. Lake Avenue, Suite 400,
Glenview, IL 60025



866-994-6312

The Wise Choice for Public Employees[®]

Retirement Healthcare Funding Plan

Sponsored by the National Public Pension Fund Association (NPPFA)



NPPFA  **BENEFITS**
National Public Pension Fund Association

NPPFA Benefits On-Demand Representatives

Our representatives are available to meet with you on an individual basis. To schedule an appointment, learn more about our Retirement Healthcare Funding Plan, or how we can help you reach your retirement goals, please contact us at:

Joel Babbitt
1-773-427-2060
joelb@nppfabenefits.org

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NPPFA Benefits Service
1-866-994-6312
service@nppfabenefits.org

FAQs regarding your Retirement Healthcare Funding Plan

WHAT CAN MY FUNDS BE USED FOR?

Generally, funds can be used only for qualified medical expenses (e.g., health insurance premiums, deductibles, office visit co-pays, prescription medications, long-term care) and are received tax-free.

WHO CAN MY FUNDS BE USED ON?

The funds can be used for any tax dependent. An example of a tax dependent can be a child(ren), parent, and or spouse. The funds can be used on anyone you declare as a dependent on your federal income tax return.

CAN I CHOOSE MY OWN INVESTMENTS?

Yes. Similar to your 457 deferred compensation plan, you will have your own account and can choose from a list of investment options offered by the *Wise Choice for Public Employees*® plan. Investment options consist of nineteen core asset class specific Vanguard indexes that includes three asset allocation funds and a fixed stable/value fund without the typical liquidity restrictions. A managed account called PortfolioXpress® is provided at no additional fee. A complete list of our investment options can be found in the Funds at a Glance flyer.

HOW DO I SUBMIT A CLAIM?

There are two types of reimbursement – one for recurring monthly insurance premiums and another for general medical expenses. For a partial list of qualifying health care expenses, please go to the NPPFA Benefits website www.nppfabenefits.org under the VEBA/115 Claims tab and select Eligible Expenses. You must always include corresponding proof of payment to be eligible for reimbursement and to avoid any processing delays.

UPLOAD YOUR CLAIM TO NPPFA BENEFITS

Submit your claims directly on the NPPFA Benefits website by using the online claims portal. Go to www.nppfabenefits.org and select the VEBA/115 Claims tab. Then click the "Miscellaneous" claim button to submit any eligible medical expense or use the "Monthly" claim button for recurring monthly insurance premium reimbursements. Log into your account and follow the instructions for submission. If this is the first time you've used the online portal, please click "First Time User/Login Help" to establish your login credentials.

WHEN CAN I EXPECT REIMBURSEMENT?

Monthly claims are specifically for reimbursement of recurring monthly insurance premiums. When you create a monthly claim, NPPFA Benefits will process your monthly reimbursement request to ensure funds are deposited in your bank account around the 5th of each month. You can request reimbursement of the full premium amount, or strategically choose a lesser

amount to leave more funds in your retirement healthcare account to grow tax free for future use.

Miscellaneous claims can include a single medical expense or up to ten separate items. Please allow 2-3 weeks to process your reimbursement upon receipt of completed paperwork. Using the online system will expedite this process.

WHAT HAPPENS IN THE EVENT OF MY DEATH?

In the event of your death, if remaining funds exist, these funds may be used by your spouse or any qualified dependent (a person listed on your tax return). In the absence of a spouse or qualified dependents, assets in your account will be paid to a named beneficiary.

WE ARE HERE TO HELP

If you have any questions regarding your retirement healthcare funding plan, our NPPFA Benefits service representatives are readily available to conduct meetings in person, via phone call, or virtual video conference at a time and place that works best for you. Please go to www.nppfabenefits.org and choose the Book an Appointment tab to schedule a meeting time with a service representative. Alternatively, you can reach our office staff below:

OFFICE HOURS:

Mon-Fri 9am-5pm CST

PHONE:

866-994-6312 (call or fax)

EMAIL:

service@nppfabenefits.org

ADDRESS:

1701 E. Lake Avenue, Suite 400
Glenview, IL 60025

Securities offered through Kestra Investment Services, LLC, Member FINRA/SIPC. Kestra Investment Services, LLC is not affiliated with NPPFA Benefits, or any other entities listed. Investor Disclosures: <https://bit.ly/KF-Disclosures>. The Wise Choice for Public Employees is a registered trademark of the Wealth Resource Group. All rights in this trademark are expressly reserved.



Your Investment Funds at a Glance

Short Bonds/Stable Money Market

Fund Name/Type	Investment Objective	VEBA Expense Ratio	Underlying Investment Ticker Symbol
Vanguard Federal Money Market Inv	Seeks to provide current income and preserve shareholders' principal investment by maintaining a share price of \$1.	0.78%	VMFXX
Vanguard Short Term Investment Grade Admiral	Designed to give investors exposure to high and medium quality, investment grade bonds with short term maturities. The fund invests in corporate bonds, pooled consumer loans, and U.S. government bonds.	0.98%	VFSUX

Intermediate/Long Term Bonds

Vanguard Total Bond Market Index I	Designed to provide broad exposure to U.S. investment grade bonds. Reflecting this goal, the fund invests about 30% in corporate bonds and 70% in U.S. government bonds of all maturities (short, intermediate, and long term issues).	0.98%	VBPIX
Vanguard Inflation Protected Securities I	Designed to protect investors from the eroding effect of inflation by investing in securities that seek to provide a "real" return. The fund invests in bonds that are backed by the full faith and credit of the federal government and whose principal is adjusted quarterly based on inflation.	0.98%	VIPIX

Aggressive Bonds

Vanguard High Yield Corporate Admiral	Invests in a diversified portfolio of medium and lower quality corporate bonds, often referred to as "junk bonds."	1.08%	VWEAX
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Large Cap Stocks

Vanguard Value Index Admiral	Invests in stocks of large U.S. companies in market sectors that tend to grow at a slower pace than the broad market; follows a buy and hold approach.	0.98%	VVIAX
Vanguard Institutional Index I	Tracks the performance of the Standard & Poor's 500® Index.	0.63%	VINIX
Vanguard Large Cap Index I	Invests only in stocks of large U.S. companies.	1.13%	VLISX
Vanguard Growth Index Admiral	Invests in stocks of large U.S. companies in market sectors that tend to grow more quickly than the broad market.	1.23%	VIGAX

Small/Mid Cap Stocks

Vanguard Mid Cap Value Index Admiral	Offers exposure to mid-capitalization U.S. value stocks.	1.23%	VMVAX
Vanguard Mid Cap Growth Index Admiral	Offers exposure to the stocks of mid-capitalization U.S. growth oriented companies, which tend to grow more quickly than the broader group of medium sized companies.	1.33 %	VMGMX
Vanguard Small Cap Value Index I	Offers exposure to the stocks of small-capitalization U.S. value companies, which tend to grow more slowly than the broader group of small sized companies.	1.48%	VSIX
Vanguard Small Cap Index I	Provides broad exposure to the small-capitalization U.S. equity market. The fund seeks to track an index of small sized companies.	1.48%	VSCIX
Vanguard Small Cap Growth Index I	Offers exposure to small-capitalization U.S. growth stocks, which tend to grow more quickly than the broader market. The fund seeks to track a growth style index of small sized companies.	1.53%	VSGIX

International Stocks

Vanguard Total Intl Stock Index	The fund tracks stock markets all over the globe with the exception of the United States.	1.38%	VTSNX
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Multi Asset/Other

Vanguard Target Retirement 2060 Inv	Invests in four Vanguard index funds, holding approximately 90% of assets in stocks and 10% in bonds.	1.42%	VTTSX
Vanguard Life Strategy Income Inv	Seeks to provide current income and some capital appreciation and is the most conservative. The fund holds 80% of its assets in bonds, a portion of which is allocated to international bonds and 20% in stocks, a portion of which is allocated to international stocks.	1.21%	VASIX
Vanguard Life Strategy Moderate Growth Inv	Seeks to provide capital appreciation and a low to moderate level of current income. The fund holds 60% of its assets in stocks, a portion of which is allocated to international stocks, and 40% in bonds, a portion of which is allocated to international bonds.	1.31%	VSMGX

Fixed

Standard Stable Asset Fund III	Interest Rates: The guaranteed crediting rate is declared in advance and is reset quarterly. The declared crediting rate will never be below 1.00%. Principal and interest are guaranteed by Standard Insurance Company. For the latest credited rate information, please log into your account at my.trsretire.com .	N/A	N/A
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Mutual funds are sold by prospectus. Please consider the charges, risks, expenses and investment objectives carefully before investing. A prospectus containing this and other information about the investment company can be obtained from your financial professional. Read it carefully before you invest or send money.

“My financial picture is relatively straightforward, so an investment strategy based on when I plan to retire (and my comfort with risk) is probably a good starting point.”

If this statement applies to you, consider *PortfolioXpress*, our automatic asset allocation and rebalancing service. *PortfolioXpress* is offered at no additional cost, although you will continue to pay any fees related to the underlying funds in which your account is invested.

ONE-STEP DIVERSIFICATION

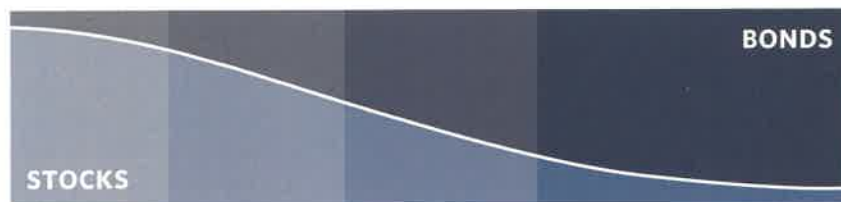
Using your plan's fund lineup, *PortfolioXpress* creates a diversified investment mix based on your risk preference and anticipated retirement year.

Once you agree, the service automatically:

- Rebalances your account and future allocations to reflect your mix.
- Rebalances your portfolio to maintain your mix as needed.
- Adjusts your mix to become more conservative over time.

Your circumstances may change over time, so review your investing strategy periodically to make sure it continues to reflect your current situation. You can adjust your *PortfolioXpress* settings at any time at [URL].

A GLIDE PATH CHARTS THE COURSE FOR YOUR INVESTMENT MIX.



Early career

Retirement

The glide path above is illustrative and does not represent a specific asset allocation at any given time. Be sure to review the investment mixes and glide path before investing.

Sign up for *PortfolioXpress*:



VISIT

[Transamerica.com]



CALL

[800-755-5801]

PortfolioXpress® is a registered service mark of Transamerica Retirement Solutions, LLC (Transamerica). *PortfolioXpress*® presents a series of asset allocation models up to and through a designated retirement year. You are solely responsible for choosing the retirement year [and risk preference]. By subscribing to the service, you agree to each of the asset allocation mixes and automated rebalancing transactions that will take place over time within your account as you approach the selected retirement year. If you sign up, you should carefully review the service agreement for additional information regarding fees and other terms and conditions that may apply to this service. Although the *PortfolioXpress*® service is offered at no additional cost, you will continue to bear the fees of the underlying funds in which the account is invested. *PortfolioXpress*® is designed as investment education and is structured to comply with the Investment Education Exception under the Fiduciary Rule (DOL Regulation § 2510.3-21 - Definition of "Fiduciary"). Transamerica Retirement Solutions or its affiliates do not provide investment advice for *PortfolioXpress*®. Retirement date portfolios are subject to the same risks as the underlying asset classes in which they invest. The higher the portfolio's allocation is to stocks, the greater the risk. The principal value of the portfolio is not guaranteed at any time, including at and after the target date.

Transamerica Retirement Solutions (TRS) is affiliated with Massachusetts Fidelity Trust Company (MFTC) through which TRS provides certain investment education services to plan participants and other administrative services on behalf of the plan. MFTC is an Iowa trust company with its principal office located at 4333 Edgewood Road NE, Cedar Rapids, IA 52499. All Transamerica companies identified are affiliated, but are not affiliated with your employer.

NOT INSURED BY FDIC OR ANY
FEDERAL GOVERNMENT AGENCY

MAY LOSE
VALUE

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GUARANTEED BY ANY BANK

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TRANSAMERICA

017

Designating a Beneficiary for your 115 Trust

WHY DESIGNATING A BENEFICIARY IS IMPORTANT?

Similar to your 457(b) account, other investment accounts, and life insurance policies, naming a beneficiary for your 115 trust account is essential to your financial plan and your family's well-being. Please review the following guidelines for completing and returning the beneficiary form.

WHEN WILL THIS FORM BE REFERENCED?

It is important to note that this form will only be referenced if you die without a spouse or other tax dependent(s).

A tax dependent is a qualifying person (typically your child or relative) whom you declare as a dependent on your individual or joint federal income tax filing.

If you die with a tax dependent, your account will automatically “go to them”.

EXAMPLES OF WHO NOT TO LIST ON THE FORM

- Your spouse (your account automatically goes to him/her)
- Dependent (minor) children
- Any other tax dependent

EXAMPLES OF WHO TO LIST ON THE FORM

- Adult children
- Parent or other sibling
- Extended family member
- Some other person or organization that will receive the funds in the event of your death

RETURN YOUR BENEFICIARY FORM TO NPPFA BENEFITS

Submit your beneficiary form directly on the NPPFA Benefits website by using the secure file transmission feature. Go to www.nppfabenefits.org and select the Resources tab. Then choose Secure File Transmission to complete the information required to return your beneficiary form to us securely.

Alternatively, you can send the completed form via fax to 866-994-6312 or mail to the address below. Please contact NPPFA Benefits Customer Service for any additional questions.

EMAIL:

service@nppfabenefits.org

ADDRESS:

1701 E. Lake Avenue, Suite 400
Glenview, IL 60025

Instructions

To designate a beneficiary or to change your existing beneficiary designation on your plan, complete all applicable sections of this form, obtain any required signatures, and return it to your Plan Representative. This form will only be referenced if you die without a spouse or tax dependents.

☐ Initial Designation ☐ Change of Designation

Section A. Employer Information

Company/Employer Name

Contract/Account No. Affiliate No. Division

Section B. Personal Information

Social Security No. Date of Birth
(mm/dd/yyyy)

First Name/Middle Initial Last Name

Mailing Address

City State Zip Code

Phone No. Ext.

E-mail Address

Section C. Primary Beneficiary Designation - This person will receive the benefit only if you die without a tax dependent

This designation will apply to the account number above. You must designate a specific percentage for each beneficiary. Shares must be whole percentages and total 100%. If you do not indicate shares, benefits will be split equally among surviving beneficiaries. If the named beneficiary is a trust, please specify the name and date of the trust and the name of the trustee. The person(s) listed should NOT be your spouse or minor children since your account will automatically be re-titled in their name in the event of your death. Designate a non tax dependent as your beneficiary. This can include your adult children, a parent or sibling, an extended family member, or some other person or organization that will receive the funds in the event of your death.

Share of Benefits: % (whole percentages only) Relationship

Last Name or Name of Trust Date of Birth or Date of Trust (mm/dd/yyyy)

First Name/Middle Initial Social Security No. or Trust Tax ID

Mailing Address

City State Zip Code

Primary Beneficiary Designation (continued)

Share of Benefits:	<input type="text"/>	% (whole percentages only)	Relationship	<input type="text"/>
Last Name	<input type="text"/>	Date of Birth (mm/dd/yyyy)	<input type="text"/>	
First Name/Middle Initial	<input type="text"/>	Social Security No.	<input type="text"/>	
Mailing Address	<input type="text"/>			
City	<input type="text"/>	State	<input type="text"/>	Zip Code <input type="text"/>

Section D. Contingent Beneficiary(ies) - Will receive benefits if no primary beneficiary is living at the time of your death

Note: Share of benefits must total 100% for contingent beneficiaries. If additional space is needed to designate multiple beneficiaries, complete the Supplemental Beneficiary Designation page.

Share of Benefits:	<input type="text"/>	% (whole percentages only)	Relationship	<input type="text"/>
Last Name	<input type="text"/>	Date of Birth (mm/dd/yyyy)	<input type="text"/>	
First Name/Middle Initial	<input type="text"/>	Social Security No.	<input type="text"/>	
Mailing Address	<input type="text"/>			
City	<input type="text"/>	State	<input type="text"/>	Zip Code <input type="text"/>

Share of Benefits:	<input type="text"/>	% (whole percentages only)	Relationship	<input type="text"/>
Last Name	<input type="text"/>	Date of Birth (mm/dd/yyyy)	<input type="text"/>	
First Name/Middle Initial	<input type="text"/>	Social Security No.	<input type="text"/>	
Mailing Address	<input type="text"/>			
City	<input type="text"/>	State	<input type="text"/>	Zip Code <input type="text"/>

Section E. Participant Signature

I certify that the information provided on this form is correct and complete.

X _____ **X** _____
Participant Signature Date

X _____ **X** _____
Print Name Social Security Number

Section F. Plan Representative Signature

I certify that the information provided on this form is correct and complete.

X _____ **X** _____
Plan Representative Signature Date

Supplemental Beneficiary Designations

Social Security No.

First Name/Middle Initial

Last Name

Note: Share of benefits must total 100% for primary beneficiaries (will receive benefits in the event of your death) AND 100% for contingent beneficiaries (will receive benefits if no primary beneficiary is living at the time of your death).

☐

Primary Beneficiary

☐

Contingent Beneficiary

Share of Benefits:

% (whole percentages only)

Relationship

Last Name

Date of Birth (mm/dd/yyyy)

First Name/Middle Initial

Social Security No.

Mailing Address

City

State

Zip Code

☐

Primary Beneficiary

☐

Contingent Beneficiary

Share of Benefits:

% (whole percentages only)

Relationship

Last Name

Date of Birth (mm/dd/yyyy)

First Name/Middle Initial

Social Security No.

Mailing Address

City

State

Zip Code

NOTES

NOTES



www.nppfabenefits.org
1-866-994-6312



Scan QR code with your smartphone to:



Visit the app store and download the Transamerica app.



Visit the NPPFA Benefits website.



Access your account or establish a new one.



Kendall County Agenda Briefing

Meeting Type: Human Resources and Insurance
Meeting Date: 5/5/2025
Subject: Resolution Amending Kendall County Wellness Program Guidelines
Prepared by: Leslie Johnson, Human Resources Director
Department: Human Resources Department

Action Requested:

To forward the Resolution Amending Kendall County Wellness Program Guidelines to the County Board for approval.

Board/Committee Review:

N/A

Fiscal impact:

None

Background and Discussion:

This proposed resolution seeks to amend the Kendall County Wellness Program Guidelines to permit Kendall County's onsite biometric wellness screening to fulfill the annual physical requirement for both employees and their spouses who are enrolled in a Kendall County medical insurance plan. This adjustment would enable them to qualify for the County's wellness program discount on medical insurance premiums for the upcoming plan year simply by completing the County's onsite biometric wellness screening in lieu of completing an off-site annual physical with their physician. The change underscores the County's commitment to promoting health and wellness while simplifying compliance with program requirements.

Staff Recommendation:

To forward the Resolution Amending Kendall County Wellness Program Guidelines to the County Board for approval.

Attachments:

1. Resolution Amending Kendall County Wellness Program Guidelines

COUNTY OF KENDALL, ILLINOIS

Resolution 25-____

A RESOLUTION AMENDING KENDALL COUNTY WELLNESS PROGRAM GUIDELINES

WHEREAS, Kendall County, Illinois (“County”) is committed to the health and well-being of its employees; and

WHEREAS, the County further recognizes that improvements to employee health, achievable through annual health screenings and active workplace health promotion activities can result in better morale, reduced absenteeism, and enhanced productivity and performance; and

WHEREAS, as part of the County’s employee wellness initiatives, the Kendall County Board adopts the Kendall County Wellness Program Guidelines, as amended, attached hereto as Exhibit A; and

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

SECTION 1: Recitals. The foregoing recitals are incorporated into and made a part of this Resolution as the findings of the Kendall County Board.

SECTION 2: Applicability. The provisions of this Resolution apply only to County employees who are enrolled in a County sponsored health insurance plan.

SECTION 3: Wellness Program. The Kendall County Wellness Program, as amended and attached hereto as Exhibit A is hereby adopted by the Kendall County Board.

SECTION 4: Conflict. All resolutions, policies, and procedures in conflict herewith are hereby repealed to the extent of such conflict, and any future changes to preexisting personnel policies subject to this Resolution are hereby authorized to be done by motion or resolution. In the event of a conflict between this Resolution and a collective bargaining agreement, the terms of the collective bargaining agreement shall prevail.

SECTION 5: Effective Date. This Resolution shall be in full force and effect upon its approval by a majority vote of the Kendall County Board.

Approved this ____ day of May, 2025.

Attest:

Matthew Kellogg, County Board Chairman

Debbie Gillette, County Clerk and Recorder



Kendall County Wellness Program Guidelines	
<u>Effective Date:</u> <u>TBD5/20/2025</u>	<u>Source Doc/Dep.:</u> None/HR
<u>Last Amended Date:</u> <u>TBD5/20/2025</u>	

KENDALL COUNTY WELLNESS PROGRAM GUIDELINES

Kendall County provides medical and hospitalization insurance to eligible employees. To be eligible for Kendall County's medical and hospitalization insurance, an eligible employee must consistently work a minimum of thirty (30) hours per week. An employee's volunteer service hours are not considered hours worked for purposes of determining an employee's eligibility for benefits.

An eligible employee may elect coverage through any one of the applicable health insurance plans made available by the Employer for the applicable plan year. Kendall County offers a Wellness Program that allows eligible employees to receive a discount on their cost of enrollment in Kendall County's health insurance plan for the applicable plan year. The amount of the discount will be established on an annual basis by the Kendall County Board.

To be eligible for the Kendall County Wellness Program discount, employees must:

1. Complete an annual wellness screening/physical sometime between January 1 and December 31 of the year immediately preceding the applicable plan year; and
2. Submit the completed Physician Verification of Annual Physical to Benefits@kendallcountyil.gov by December 31 immediately preceding the applicable plan year.

If an employee's spouse is enrolled in Kendall County's family health insurance plan, the employee's spouse must also comply with the above Wellness Program requirements for the employee to receive the Wellness Program premium savings for the applicable plan year.

In lieu of completing the two steps in Paragraph 1 and 2 above, employees and/or enrolled spouses can also qualify for the Kendall County Wellness Program discount by participating in Kendall County's onsite wellness screening, if available. If the employee and/or enrolled spouse completes Kendall County's onsite wellness screening, the off-site annual wellness screening/physical requirement in Paragraph 1 shall be waived, and no Physician Verification of Annual Physical form would be needed to qualify for the Kendall County Wellness Program discount.



Kendall County Agenda Briefing

Meeting Type: Human Resources and Insurance
Meeting Date: 5/5/2025
Subject: Empower Health Services, LLC Biometric Screening Agreement in an amount not to exceed \$135 per plan participant
Prepared by: Leslie Johnson, Human Resources Director
Department: Human Resources Department

Action Requested:

To forward the Empower Health Services, LLC Biometric Screening Agreement to the County Board for approval.

Board/Committee Review:

N/A

Fiscal impact:

None

Background and Discussion:

The Empower Health Services, LLC Biometric Screening Agreement outlines the provision of three onsite biometric wellness screenings for Kendall County retirees, employees, and their spouses enrolled in the county's medical insurance plan. Each screening costs \$135 per participant, with this expense reimbursed by IPBC through its Wellness Program. A minimum of 30 participants per screening date is required, and IPBC will reimburse Kendall County only for completed screenings. As a result, Kendall County would be responsible for covering the costs associated with any unmet minimum participation. Thus, in addition to requesting approval to forward the Agreement to the County Board for approval, the Human Resources Department is requesting confirmation from the Human Resources & Insurance Committee as to whether the County should proceed with offering three onsite screening dates or reduce that number to two onsite screening dates.

Staff Recommendation:

To forward the Empower Health Services, LLC Biometric Screening Agreement in an amount not to exceed \$135 per plan participant to the County Board for approval.

Attachments:

1. Empower Health Services, LLC Biometric Screening Agreement in an amount not to exceed \$135 per plan participant

Empower Health Services, LLC Biometric Screening Agreement

1. This Agreement ("Agreement") is entered into as of 04/29/2025 (the "Effective Date") by and between **Empower Health Services, LLC**. ("Provider") and **Kendall County** ("Company"). By purchasing biometric screening and/or flu services specifically set forth in **Exhibit A** ("Services") from Provider, Provider and Company hereby agree to be duly bound by the terms and conditions set forth herein. This is a one-time agreement for biometric screening and/or flu shot services for one calendar year, 1/1/2025 - 12/31/2025, and may be renewed for future years by mutual consent.
2. **Provider Services.** Provider shall perform the Services for eligible persons as defined by Company (each a "Participant") at mutually agreed upon scheduled events, locations and times (collectively "Events") subject to the availability of supplies and personal protective equipment.

After the completion of each screening program, the Provider will provide the Company with one aggregate report of all screening Participants. To maintain confidentiality of all participants, an aggregate report will only be provided when the total number screened is at least 25. Individual online screening results will be available to participants between 3 and 7 business days of the screening event. Once the participant creates an online account at empowerhealthservices.info they will have access to the site and web tools for a twelve (12) month period from the date of their registration.

3. **Fees and Payment Terms.** Company will pay Provider service fees ("Fees") for the Services as set forth in **Exhibit A** of this Agreement. In addition to the Fees specified in **Exhibit A**, Company must also pay Provider any additional fees that are authorized by a provision elsewhere in this Agreement or is otherwise agreed to by the parties. Upon mutual agreement and at the request from Company, Provider shall submit a claim for payment to Company's health insurance carrier for reimbursement for services provided on an individual basis. If necessary, Company agrees to assist the Provider by providing any employee ID, Insured ID and/or Plan number necessary to submit a completed claim to the insurance carrier. Company agrees to pay Provider for any and all claims that, once processed by the carrier, are subsequently denied or subjected to a co-payment, coinsurance or deductible. It remains the Company's sole responsibility to pay the Provider in the event the insurance carrier does not pay Provider in full for services rendered. Provider shall not bill participants for any denied claims, co-insurance or deductibles.
4. **Company Responsibilities.** In addition to Company's payment obligations set forth in **Exhibit A**, Company shall assist Provider with promotion of the Services to its Participants. Company shall also assist Provider in obtaining any necessary Participant consents, authorizations, or agreements with third parties, as may be required under federal or state law, in order for Provider to receive PHI when necessary or to: (i) perform its obligations herein; or (ii) to use such PHI for research, creating comparative databases, or statistical analysis.

5. **Work Environment.** Company will provide a clean and properly maintained workspace for Provider to conduct the event in a highly visible setting, sufficient in size to promote social distancing, that will enable Provider to safely provide Services to Recipients seeking such service. Company will provide furniture at its sole risk to include, but not limited to, tables and chairs. Provider will not be responsible for the proper maintenance of any property supplied by Company, including but not limited to tables, chairs and physical space provided to Provider and Recipients.
6. **Liability.** To the extent permitted by law, the parties shall each indemnify and hold the other harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses the other incurs, which arise out of the indemnifying party's negligence or willful misconduct. Provider's shall provide professional liability insurance with a maximum coverage of 1 million dollars per occurrence and 2 million dollars aggregate.
7. **HIPAA.** Each party and its respective staff shall comply with all applicable federal and state laws and regulations regarding the confidentiality of patient information, to include, without limitation, HIPAA regulations.
8. **General Terms.** Each party shall comply with all applicable laws. This Agreement is governed by and construed in accordance with the laws of the State of Illinois, except as to any applicable federal laws, without giving effect to the principles of conflicts of law thereof. The terms and conditions of this Agreement may be changed from time to time upon mutual written agreement of the parties. The relationship between Provider and Company is solely that of independent contractors. All terms and conditions are applicable to the extent permitted by law. Neither party may assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written consent of the other party, such consent shall not be unreasonably withheld. Any provisions herein, that, by their nature, extend beyond the expiration of the Agreement shall survive and shall remain in effect until all such obligations are satisfied. These terms and conditions shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. By signing below, the parties agree to be bound by the terms of this Agreement.
9. **Non-Discrimination.** Provider, its officers, employees, subcontractors, and agents agree not to commit unlawful discrimination/ unlawful harassment and further agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. Providers, its officers, employees, subcontractors, and agents shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment opportunity requirements set forth in applicable state and federal laws and regulations.
10. **Certification.** Provider certifies that Provider, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act). Provider further certifies by signing the Contract documents that Provider, its parent companies, subsidiaries, and affiliates

have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity. Provider has NOT made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.

11. **Conflict of Interest.** Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Provider or this Agreement, or if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Provider or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

Kendall County
111 West Fox St
Yorkville, IL 60560

Print Name: _____

Print Title: _____

Date: _____

Signature:

Empower Health Services
495 N Commons, Suite 100
Aurora, IL 60504

Print Name: Gary M. Fine

Print Title: Chief Executive Officer

Date: 04/25/2025

Signature:



EXHIBIT A - SERVICES, FEES, AND PAYMENT TERMS

a. Invoice Details

Bill To Contact Name:	Dave Cook, Sandy Mikel davec@ipbchealth.org, smikel@ipbchealth.org
Additional Information/ Invoice Requirements:	Participant List Required with Invoice

- b. **Base Fee.** All fees for the Services provided under this Agreement shall be as set forth in this Exhibit A.

Product	Component	Rate Per Participant/ Eligibility	Billing Responsibility
Panel C Screening Package with A1c & Age/ Gender Testing Onsite and Offsite/ Individual Program Screenings	<ul style="list-style-type: none"> • Panel C Blood Test • Hemoglobin A1c Blood Test • PSA Blood Test for men 50 years of age or older • TSH Blood Test for women 50 years of age or older • Blood Pressure Reading & Consultation • Self Reported Height and Weight • Body Mass Index • Empower Profile • Standard promotional materials, online registration, account management services, personal reports, aggregate reporting <p>Offsite Screening Deadline - 11/21/25</p>	\$135 Pricing applies for both onsite and offsite service	Billed to IPBC <ul style="list-style-type: none"> • PPO and HMO Insured Employees, Spouses, and Retirees
Additional Test Options	A variety of additional blood testing options	BCBS	Claims billed to BCBS PPO of IL for those with PPO
		Self Pay	Self Pay for those with HMO

c. **Minimum Fees.** Company will be invoiced for a minimum of:

- 30 screening participants for each onsite screening event scheduled
- 3 screening participants for the offsite screening program

d. **Additional Fees:**

- Additional ad-hoc reporting will be billed at \$175 per hour.
- Standard data transfer to IPBC at no cost. Additional data transfers will be billed at \$175 per data transfer.
- Onsite screening fees are based on standard screening hours and efficient participant flow. Special non-standard requests, shortened screening hours or additional screening hours may incur additional cost and will be mutually agreed to in writing in advance of the program.
- Provider shall invoice Company for any services not reimbursable under the Participants' plan or other denied claims.
- Online Registration Fees - \$2.00 per registration completed per month (billed only if cancellation charges apply)

e. **Cancellation Charges.**

1. **Onsite Biometric Screening Services**

For purposes of section e.1, a Biometric Screening Service is considered scheduled when there is a written agreement between EHS and the Company representative to move forward with confirming event details including, but not limited to, locations, dates, and times.

Company will be assessed cancellation charges for any Event(s) canceled based on the following timeline. All cancellation requests will be confirmed in writing before any event is canceled, and the applicable fee will be documented within the cancellation request confirmation email.

- (i) Event cancellation of less than six (6) weeks, but greater than or equal to four (4) weeks to the first day of the scheduled Event will result in a \$250 fee as well as charges for any special ordered supplies and/or services rendered including online registration fees from date of signed order to cancellation date;
- (ii) Event cancellation of less than four (4) weeks, but greater than or equal to three (3) weeks to the first day of the scheduled Event will result in a \$350 fee as well as charges for special order supplies and/or services rendered including online registration fees or non refundable travel fees from date of signed order to cancellation date;

- (iii) Event cancellation less than three (3) weeks, but greater than or equal to two (2) weeks prior to the first day of the scheduled Event will result in a \$850 fee as well as charges for any special order supplies and/or services rendered including online registration fees or non refundable travel fees from date of signed order to cancellation date from date of signed order to cancellation date;
- (iv) Event cancellation less than two (2) weeks prior to the first day of the scheduled Event will result in a \$1500 fee as well as charges for any special order supplies and/or services rendered including online registration fees or non refundable travel fees from date of signed order to cancellation date.
- (v) Weather Related Company Cancellation: Events being threatened by an imminent weather condition may be rescheduled at no cost with notification by 3pm, CST the day before an event. An imminent weather condition is defined as a "Storm Warning" (tornado/snow/ice) or other forecasted natural disaster such as a hurricane, earthquake or forest fire as categorized by the National Weather Service - <http://www.nws.noaa.gov/>.
Loss of power or other serious facility issues resulting in the closure of a site rendering the building unsafe and closed to the public and employees the day before or day of an event will not result in a cancellation/rescheduling fee provided the notification to the provider is given a minimum of 4 business hours prior to the event. Vendor reserves the right to verify information with local regulatory agencies, utility companies and/or client locations. Events may be canceled by the Provider if the weather conditions make for unsafe travel for screening staff. Event canceled by service providers will be rescheduled at no cost to the Company.

2. Individual/Offsite Program

Company will be assessed cancellation charges for any Individual/Offsite Program and or Health Provider Form Program canceled as follows:

- (i) Program cancellation after the program has been set up and promotional/ registration materials are provided to the Company will result in a \$250 fee.
- (ii) Program cancellation after registration has started will result in a \$250 fee as well as \$10 per registration/form received by Empower Health Services from the date of a signed order to cancel.

- f. **Non-Payment.** Failure of Company to pay all fees and/or cancellation charges within sixty (60) days after the due date will constitute a material breach of this Agreement and Provider may cancel all remaining Events with notice to Company. Cancellation of Events pursuant to this section shall not relieve Company of its obligation to pay the cancellation charges and all accrued and unpaid fees and reimbursement.

- g. **Late Payment.** Payments not received within sixty (60) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equal to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.



Kendall County Agenda Briefing

Meeting Type: Human Resources and Insurance
Meeting Date: 5/5/2025
Subject: Revised Employment of Minors Policy (Section 3.1 in the Kendall County Employee Handbook), effective July 1, 2025
Prepared by: Leslie Johnson, Human Resources Director
Department: Human Resources Department

Action Requested:

To forward the Revised Employment of Minors Policy (Section 3.1 in the Kendall County Employee Handbook), effective July 1, 2025 to the County Board for approval.

Board/Committee Review:

N/A

Fiscal impact:

None

Background and Discussion:

The proposed revisions to this policy reflect recent changes necessary to comply with recent changes to the Illinois Child Labor Law.

Staff Recommendation:

To forward the Revised Employment of Minors Policy (Section 3.1 in the Kendall County Employee Handbook), effective July 1, 2025 to the County Board for approval.

Attachments:

1. Revised Employment of Minors Policy (Section 3.1 in the Kendall County Employee Handbook), effective July 1, 2025

Section 3.1	Employment of Minors
<u>Effective Date:</u> 09/01/2022 <u>7/1/2025</u> <u>Last Amended Date:</u> <u>TBD</u>	<u>Source Doc/Dep.:</u> None/HR

Section 3.1 EMPLOYMENT OF MINORS

The Illinois Child Labor Law regulates the employment of minors under the age of 16 and requires 14- and 15-year-olds to have Employment Certificates. The Employment Certificates are issued ~~by the city or county of local superintendent(s) of schools or their duly authorized agents in the applicable school district~~ by the Regional or District Superintendent of Schools, or their duly authorized agents in the school district. Pursuant to the Illinois Child Labor Law, the Employer shall not employ any minors ages 13 or younger.

While school is in session, children 14 and 15 years of age may work in non-hazardous jobs up to three hours per day and not to exceed 1824 hours of work per week; the combined hours in school and work may not exceed eight hours a day. When school is not in session (including summer vacation, holidays, and weekends), children 14 and 15 years of age under the age of 16 may work in non-hazardous jobs not to exceed more than 8 hours of work a day; not more than 6 days a week; not more than 4048 hours a week. Daily hours of work for children 14 and 15 years of age may be between the hours of 7:00 PM and 7:00 AM (except between June 1 and Labor Day when working hours may be extended from 7:00 PM to 9:00 PM).

All children 14 and 15 years of age must be supervised in person by an adult 21 years of age or older at all times during working hours. A meal period of at least 30 minutes must be provided no later than the 5th hour of consecutive work.

The Employer shall post a schedule stating the hours of work and time of the meal ~~lunch~~ period for all employees who are 14 and 15 years of under the age of 16 pursuant to the Illinois Child Labor Law. Also, the Employer shall furnish a statement to any employee under the age of 16, which describes the specific nature of work to be performed and the hours and days the minor is to work.

In addition, minors under the age of 18 shall not operate any mechanically powered equipment.



Kendall County Agenda Briefing

Meeting Type: Human Resources and Insurance
Meeting Date: 5/5/2025
Subject: Revised Drug and Alcohol Use/Abuse Policy (Section 5.4 in the Kendall County Employee Handbook), effective July 1, 2025
Prepared by: Leslie Johnson, Human Resources Director
Department: Human Resources Department

Action Requested:

To forward the Revised Drug and Alcohol Use/Abuse Policy (Section 5.4 in the Kendall County Employee Handbook), effective July 1, 2025 to the County Board for approval.

Board/Committee Review:

N/A

Fiscal impact:

None

Background and Discussion:

Physicians Immediate Care provides drug testing services to Kendall County. Physicians Immediate Care currently uses a 7-panel drug test for employee drug testing. Thus, the proposed revisions to this policy reflect the change from a 5-panel drug test to the current 7-panel drug test utilized by Physicians Immediate Care for Kendall County's employee drug testing.

Staff Recommendation:

To forward the Revised Drug and Alcohol Use/Abuse Policy (Section 5.4 in the Kendall County Employee Handbook), effective July 1, 2025 to the County Board for approval.

Attachments:

1. Revised Drug and Alcohol Use/Abuse Policy (Section 5.4 in the Kendall County Employee Handbook), effective July 1, 2025

Section 5.4	Drug and Alcohol Use/Abuse Policy
<u>Effective Date:</u> 09/01/2022 <u>7/1/2025</u> <u>Last Amended Date:</u> <u>TBD</u>	<u>Source Doc/Dep.:</u> None/HR

Section 5.4 DRUG AND ALCOHOL USE/ABUSE POLICY

A. Scope

This policy applies to all employees, interns and volunteers of (shall herein be referred to collectively as “employees” for purposes of this policy only) while on the job and to situations where an employee’s off-the-job or off-premises conduct impairs work performance or undermines the public confidence in or harms the reputation of the Employer. This policy shall also apply to all candidates for employment who have been given conditional offers of employment. Such persons are responsible to be familiar with and comply with this policy.

The provisions of this policy are subject to any federal, state, or local laws that may prohibit or restrict their applicability, and testing for drugs and alcohol shall be conducted in accordance with and limited by such laws, notwithstanding any terms of this policy to the contrary. No part of this policy, nor any of the procedures hereunder, guarantees employment, continued employment, or terms or conditions of employment or limits in any way the Employer’s right to manage the workplace and/or discipline employees.

B. Definitions

For purposes of this policy only, the following definitions shall apply:

1. **Drug:** includes any and all of the following:
 - a. Any controlled substance as defined in the Illinois Controlled Substances Act (720 ILCS 570/100 *et seq.*);
 - b. Cannabis as defined in Section 1-10 of the Illinois Cannabis Regulation and Tax Act ~~(if Illinois House Bill 1438 is adopted into law)~~ and Section 3(a) of the Illinois Cannabis Control Act;
 - c. A prescription drug prescribed to the employee but is not taken in accordance with the prescription given to the employee;
 - d. A prescription drug for which the employee has no valid prescription; and

- e. Over-the-counter medications not used in accordance with product and/or physician instructions.
- 2. **Alcohol**: includes all alcohol, spirits, wine, beer, and alcoholic liquor as defined in Sections 1-3.01 through Section 1-3.05 of the Illinois Liquor Control Act (235 ILCS 5/1-3.01 *et seq.*)
- 3. **County property**: includes all land, buildings, structures, real property, parking lots, and means of transportation owned by, rented, or leased by or to Kendall County.
- 4. **Safety sensitive function**: includes a job in which the employee is directly responsible for the employee's own safety or the safety of other people. It can also refer to a job where an impairment, such as drug or alcohol use, can put a worker or others at risk of harm.

C. Policies

It is the responsibility of both the Employer and the employee to maintain a healthy and efficient workforce free from the effects of drug and alcohol abuse. Consistent with this goal and in response to the requirements of the Illinois Drug Free Workplace Act (30 ILCS 580/1-11), the Employer has developed the following Drug and Alcohol Policy:

- 1. The Employer prohibits the following:
 - a. The possession, use, sale, transportation, distribution, manufacturing, and dispensing of drugs (including, but not limited to controlled substances and cannabis), drug paraphernalia, and/or alcohol, by anyone while on County property or while on business for the Employer, except in accordance with job duty requirements.
 - b. Being impaired or under the influence of drugs or alcohol away from County property, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or others, or puts at risk the Employer's reputation.
 - c. Possession, use, solicitation for, or sale of drugs or alcohol away from County property, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or others, or puts at risk the Employer's reputation.
- 2. It is the responsibility of all employees to report to their immediate supervisor, their Executive, and/or the County Administrator when reasonable suspicion exists that another employee is impaired or under the

influence of drugs or alcohol while on County property and/or while on business for the Employer.

3. Any employee convicted of any criminal drug statute violation shall notify their Designated HR Representative, and the employee's immediate supervisor of such conviction in writing no later than five (5) calendar days after such conviction, unless the conviction has been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act. Any employment decision made by the Employer relating to this conviction record will comply with the requirements set forth in the Illinois Human Rights Act and all other applicable laws.
4. The Employer will not penalize an employee or applicant solely for (a) their status as a registered qualifying patient or registered designated caregiver under the Compassionate Use of Medical Cannabis Pilot Program Act or (b) the employee's use of a prescription drug for which the employee has a valid prescription and for which the employee is taking the prescription drug in accordance with their doctor's instructions, unless failing to do so would put the Employer in violation of federal law or unless failing to do so would cause the Employer to lose a monetary or licensing-related benefit under federal law or rules. The Employer prohibits an employee's use and storage of medical cannabis on Kendall County property and/or while performing their assigned job duties for the Employer. The employee shall promptly notify the their Executive, and the employee's immediate supervisor (in writing, if possible) if (a) the employee is a registered qualifying patient/registered designated caregiver and the lawful use of the medical cannabis would affect the employee's ability to safely and effectively perform the duties of their job or (b) the employee is lawfully using a prescription drug for which the employee has a valid prescription and the lawful use of the prescription drug would affect the employee's ability to safely and effectively perform the duties of their job.
5. The Illinois Cannabis Regulation and Tax Act will allow the recreational/non-medical use of cannabis in the State of Illinois. Section 10-50 of the Illinois Cannabis Regulation and Tax Act allows employers like the Employer to adopt a "zero tolerance" policy. As such, the Employer hereby adopts a "zero tolerance" policy and states that employees are prohibited from:
 - Being under the influence of recreational/non-medical use cannabis while on County property; while performing the employee's job duties; during compensated time; and/or while the employee is on call for the Employer;
 - Using, selling, distributing, and/or possessing recreational/non-medical use cannabis while on County property; during compensated time; while performing the employee's job duties for

- the Employer; and/or while the employee is on call for the Employer, except in accordance with job duty requirements;
 - Using recreational/non-medical use cannabis four (4) or fewer hours before performing job functions that may involve safety-sensitive duties;
 - Reporting for duty or remaining on duty while under the influence of recreational/non-medical use cannabis;
 - Using recreational/non-medical use cannabis during eight (8) hours following a work-related accident, or until undergoing a post-accident test; or
 - Refusing to take a drug and alcohol test in accordance with the testing procedures set forth below.
6. With respect to alcohol, the Employer hereby adopts a “zero tolerance” policy and states that employees are prohibited from:
- Being under the influence of alcohol while on County property; while performing the employee’s job duties for the Employer; during compensated time; and/or while the employee is on call for the Employer;
 - Using, selling, distributing and/or possessing alcohol while on County property; while performing the employee’s job duties; during compensated time; and/or while the employee is on call for the Employer, except in accordance with job duty requirements;
 - Using alcohol four (4) or fewer hours before performing job functions that may involve safety-sensitive duties;
 - Reporting for duty or remaining on duty while under the influence of alcohol;
 - Using alcohol during eight (8) hours following a work-related accident, or until undergoing a post-accident test; or
 - Refusing to take a drug and alcohol test in accordance with the testing procedures set forth below or, if a union employee, as set forth in the applicable union contract.
7. Any alcohol and/or drug that could affect performance of job duties is prohibited. This includes the use of any drug, except by doctors’ prescription and only then if the doctor has advised the employee that the drug will not adversely affect the employee’s ability to safely perform their job duties. It is the employee’s responsibility to promptly inform (in writing, if possible) the employee’s Executive and the employee’s immediate supervisor if the employee is taking an over-the-counter medication and/or lawfully prescribed medication that may affect the employee’s ability to safely and effectively perform the duties of their job. An employee shall not perform any work while under the influence of any over-the-counter medication and/or other lawfully prescribed medication that affects the employee’s ability to safely and effectively perform their job duties.

8. An off-duty employee shall not drive a vehicle for work-related purposes and/or report to a Kendall County facility within (2) hours after the employee has consumed any drugs or alcohol.
10. Any employee who violates this policy may be subject to disciplinary action up to and including termination of employment.
11. If the employee's employment is not terminated as a result of the employee's violation of this policy, the employee may be required to enroll in a drug or alcohol counseling rehabilitation or assistance program (EAP) at the employee's expense. If any employee who is in need of the EAP refuses to cooperate and/or attend the EAP, such conduct may constitute grounds for immediate termination of employment. Also, any employee who violates this policy and/or any employee who participates in an EAP and then violates this policy for a second time may be subject to immediate termination of employment. Any employee who is required by this policy to satisfactorily participate in an EAP shall furnish to their supervisor written proof of the satisfactory completion of the EAP.

C. Procedures

To provide a safe drug and alcohol-free working environment, the Employer shall:

1. Provide increased awareness through training, education and communication of the subject of alcohol and other drug abuse.
2. Recognize that there may be employees who have an alcohol, drug or stress problem and stand willing to assist in the resolution of that problem by encouraging employees to seek help through the Employee Assistance Program.
3. Cooperate with outside law enforcement agencies.
4. Conduct alcohol and drug testing in accordance with the Employer's Testing Policy as set forth below.
5. Take any other actions deemed necessary and appropriate including, but not limited to, disciplinary action up to and including termination of employment.

D. Employee Testing

1. **When Testing May Occur:** Employees working for the Employer may be required to submit to drug and alcohol testing, by breathalyzer test, urinalysis test and/or

other appropriate drug and/or alcohol testing, in any one or more of the following situations:

- Pre-employment for candidates that have received a contingent offer of employment for a safety sensitive position;
- Post-accident;
- Reasonable suspicion; and
- Return to duty, when an employee has violated the prohibited drug and alcohol standards.

For purposes of this policy, “reasonable suspicion” means that at least two(2) of the Employer’s representatives have observed and can describe specific symptoms of an employee while working that decrease or lessen their performance of the duties or tasks of the employee’s job position, including, but not limited to symptoms related to the employee’s speech, breath, physical dexterity, agility, coordination, demeanor, irrational or unusual behavior, negligence or carelessness in operating equipment or machinery, disregard for the safety of the employee or others, or involvement in an accident that results in serious damage to equipment or property, or carelessness that results in any injury to the employee or others, or detection of alcohol, drug and/or drug paraphernalia in the area where an employee has/had been working.

The following employees must first be given a reasonable opportunity to contest the basis of the suspected impairment before being subject to discipline based on a reasonable suspicion of impairment:

- A registered qualifying user of medical cannabis under the Compassionate Use of Medical Cannabis Pilot Program Act;
- An employee taking a prescription drug for which the employee has a valid prescription; and
- An employee that is under the influence or impaired by cannabis

2. What Will Be Tested:

a. Controlled Substances: Drug testing shall include, but is not limited to, testing of the following panel of drugs:

- Marijuana THC (metabolite)
- Cocaine, any form or derivative thereof
- Amphetamines (including methamphetamines)
- Opiates (including heroin, opium, etc.)
- Phencyclidine (PCP)
- Benzodiazepines (e.g., diazepam, lorazepam)
- Barbiturates (e.g., phenobarbital, secobarbital)

“Under the influence” or “impaired” by cannabis shall be defined for purposes of this Drug and Alcohol Policy as having a tetrahydrocannabinol concentration of 5 nanograms or more in the employee’s whole blood or 10 nanograms or more in another bodily substance of the employee. Also, an employee found to have a tetrahydrocannabinol concentration of 2.5 nanograms or more in the employee’s whole blood or 5 nanograms or more in another bodily substance of the employee shall not perform nor be permitted to perform any job functions for at least 24 hours following the test result and may be subject to the same procedures as a positive test result, which may include disciplinary action, not to exclude termination of employment.

- b. **Alcohol:** For purposes of this Employee Testing Policy, “under the influence of alcohol” shall be defined as breath alcohol test results with an alcohol concentration of 0.08% or above and shall be considered to be a positive test result. Also, an employee found to have an alcohol concentration of greater than 0.04% and less than 0.08% shall not perform, nor be permitted to perform any job functions for at least 24 hours following the test result and may be subject to the same procedures as a positive test result which may include disciplinary action, not to exclude termination of employment.

3. **Refusal To Test:** Refusal to submit to a required alcohol or drug test is prohibited. Refusal to submit to a test may result in the same procedures as a positive test result which may include disciplinary action, up to and including termination of employment. Refusal to submit to a test shall be defined as:

- Failing to provide adequate samples for testing without medical reason;
- Failing to show up at the testing site when instructed;
- Engaging in conduct that obstructs the testing process; and/or
- Failing to comply with any of the procedures set forth in this policy.

4. **Confidentiality:** The employee’s right to privacy will be respected, and the Employer shall keep the results of any testing strictly confidential to the extent required or permitted by applicable state and federal law. However, the Employer may use the results to decide upon an action to be taken towards an employee, or to the extent necessary, to defend its actions in any subsequent grievance, administrative proceeding or legal or other proceeding.

5. **Treatment:** An employee who voluntarily informs their Designated HR Representative that they have a drug or alcohol abuse problem and desires rehabilitation assistance may be granted a leave of absence, in accordance with the Employer’s Family and Medical Leave Act Policy, provided the employee is otherwise eligible for such leave pursuant to the Family and Medical Leave Act Policy. The sole purpose of such leave is to obtain the necessary rehabilitation assistance. The employee may be required to periodically provide proof that they are participating in an appropriate rehabilitation or after-care program. Any

employee who returns to work after completion of a rehabilitation program and who subsequently violates this policy may be immediately discharged without regard to a request for further rehabilitation.

6. **EAP:** Employees who have questions about this policy should contact their Designated Human Resources Representative. The Employer shall continue to provide employees with access to an EAP similar to that which exists on the effective date of this Employee Testing Policy.

7. **Procedures for Testing:**

- a. An applicant shall not be required to submit to alcohol and/or drug testing until after an offer of employment has been made to the applicant for a safety sensitive position. The applicant's offer of employment shall be contingent upon the applicant testing negative for drugs and/or alcohol.
- b. An applicant or employee shall be required to submit to alcohol and/or drug testing at a time and place designated by the Designated HR Representative or whenever there is a finding that reasonable suspicion for such testing exists.
- c. In the event of testing for reasonable suspicion, their Executive shall provide the employee with notice of the basis for reasonable suspicion. In addition, their Executive may require an employee to submit to alcohol and drug testing when an employee is involved in an on-duty incident involving significant damage to property or personal injury to anyone. The Employer shall use only licensed clinical laboratories for such testing.
- d. All drug and alcohol tests will be conducted, reviewed and interpreted by professionally trained and certified technicians and/or medical review officers (MRO) who will follow a chain of custody, and other procedures prescribed by applicable state and federal laws, in order to ensure and confirm the accuracy of the test results. Test procedures shall conform to the NIDA Standards of the Federal Guidelines issued by the Department of Health and Human Services, Alcohol, Drug Abuse and Mental Health Administration. In the event there is a conflict between the procedures set forth in this policy and the NIDA standards, the NIDA standards shall control.
- e. In cases where an applicant or employee receives a negative-dilute test result, the applicant or employee may be required to re-take the test. If there is a second negative-dilute test result, it will be accepted as a negative test result.
- f. At the time of any urinalysis test, the employee may request that a blood sample be taken at the same time so that a blood test can be performed if

the employee tests positive in the urinalysis test. If an employee tests positive in any such test, the test results shall be submitted to their Executive for appropriate action. A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for a confirmatory test to be conducted by a licensed clinical laboratory of the employee's choosing and at the employee's expense.

- g. In cases where an employee is notified of a positive drug or alcohol test, the employee shall be removed from duty for up to 72 hours. The employee may request that the second sample of the split sample be tested, at their own expense. If the results of the second sample come back as negative, the Employer will reimburse the employee for the cost of the negative test.
- h. The employee shall have the right to dispute the administration of the test and/or the significance and accuracy of the test. Any such dispute shall be submitted in writing to their Designated HR Representative.

8. Positive Test Results:

- a. If an applicant tests positive for drug(s) and/or alcohol in a test administered under this Policy, the Executive in their sole discretion, may rescind any offer of employment made to the applicant.
- b. If an employee tests positive for drug(s) and/or alcohol in a test administered under this Policy, the Executive, in their sole discretion, shall have the right to discipline the employee, up to and including termination.
- c. If an employee tests positive and is not terminated, the Executive, in their sole discretion, reserves the right to offer participation in an approved alcohol rehabilitation or drug abuse assistance program, at the employee's cost, as an alternative to, or in conjunction with discipline. However, the employee must satisfactorily complete the program as a condition of continued employment. Upon the employee's return to work, the Executive, in their sole discretion, may require such employee to submit to a random urinalysis or other appropriate alcohol and/or drug tests during the twelve (12) month period following the date any employee tests positive in any test and returns to work. Any such random tests shall occur at times and places designated by the Executive. In the event such an employee tests positive again, the employee shall be immediately terminated.



Kendall County Agenda Briefing

Meeting Type: Human Resources and Insurance
Meeting Date: 5/5/2025
Subject: Revised Work Related Injury or Illness Reporting Policy (Section 5.10 in the Kendall County Employee Handbook), effective July 1, 2025
Prepared by: Leslie Johnson, Human Resources Director
Department: Human Resources Department

Action Requested:

To forward the Revised Work Related Injury or Illness Reporting Policy (Section 5.10 in the Kendall County Employee Handbook), effective July 1, 2025 to the County Board for approval.

Board/Committee Review:

N/A

Fiscal impact:

None

Background and Discussion:

The Administration used to oversee risk management services for Kendall County. However, those duties were re-assigned to the Human Resources Department. The proposed revisions to this policy reflect this change in risk management responsibilities from Administration to the Human Resources Department.

Staff Recommendation:

To forward the Revised Work Related Injury or Illness Reporting Policy (Section 5.10 in the Kendall County Employee Handbook), effective July 1, 2025 to the County Board for approval.

Attachments:

1. Revised Work Related Injury or Illness Reporting Policy (Section 5.10 in the Kendall County Employee Handbook), effective July 1, 2025

Section 5.10	Work Related Injury or Illness Reporting Policy
<u>Effective Date:</u> 09/01/2022 <u>7/1/2025</u> <u>Last Amended Date:</u> <u>TBD</u>	<u>Source Doc/Dep.:</u> None/HR

Section 5.10 WORK RELATED INJURY OR ILLNESS REPORTING POLICY

Any employee who suffers an injury or illness arising out of and in the course of their employment (regardless of severity) shall report the injury or illness to their immediate supervisor promptly both verbally and in writing with a completed Incident Report (form to be provided to the employee by the Designated Human Resource Representative). The Incident Report shall include the following: the date, time, place injury/illness occurred, how the injury/illness occurred, the type of injury/illness, the identity of any witnesses, and whether medical assistance was obtained. The report shall be submitted to the Immediate Supervisor and the Designated Human Resource Representative by the end of the workday, if possible. The Immediate Supervisor and/or the Designated Human Resources Representative should then provide a copy of all such paperwork to the Kendall County Administrative Services/Kendall County Human Resources Department.

Any employee witnessing or receiving a report of an injury/illness to a visitor shall verbally report the injury to the employee's supervisor immediately. The employee may also be required to complete a written Incident Report (form to be provided to the employee by the Immediate Supervisor and/or Designated HR Representative) and provide it to the Immediate Supervisor and/or the Designated Human Resource Representative by the end of the workday, if possible. The Immediate Supervisor and /or the Designated Human Resources Representative should then provide a copy of all such paperwork to the Kendall County Administrative Services/Human Resources Department.

Any accident involving Kendall County's property or vehicles or involving a privately owned vehicle being operated for the Employer's business shall be reported promptly to the employee's supervisor both verbally and in writing with a completed Incident Report (form to be provided to the employee by the Immediate Supervisor and/or the Designated Human Resource Representative). The Incident Report shall include the following: the date, time, place incident occurred, how the incident occurred, the identity of any witnesses, and the extent and type of damage, if applicable. The Incident Report shall be submitted to the Immediate Supervisor and/or the Designated Human Resources Representative by the end of the workday, if possible. The Immediate Supervisor and/or the Designated Human Resources Representative should then provide a copy of the Incident Report to the Kendall County Human Resources Department. Employees are also required to notify law enforcement when appropriate.



Kendall County Agenda Briefing

Meeting Type: Human Resources and Insurance
Meeting Date: 5/5/2025
Subject: Revised Jury and Witness Duty Policy (Section 8.4 in the Kendall County Employee Handbook), effective July 1, 2025
Prepared by: Leslie Johnson, Human Resources Director
Department: Human Resources Department

Action Requested:

To forward the Revised Jury and Witness Duty Policy (Section 8.4 in the Kendall County Employee Handbook), effective July 1, 2025 to the County Board for approval.

Board/Committee Review:

N/A

Fiscal impact:

None

Background and Discussion:

The current policy states that any fee received by an employee for serving on a jury or providing testimony will be deducted from the employee's wages during jury/witness duty leave. The proposed revision for this policy provides directions to employees on how and when to notify the County when the employee receives such a fee. Also, the proposed revision to the policy allows the supervisor to request documentation from the employee to verify the employee attended jury duty and/or attended a legal proceeding to provide witness testimony.

Staff Recommendation:

To forward the Revised Jury and Witness Duty Policy (Section 8.4 in the Kendall County Employee Handbook), effective July 1, 2025 to the County Board for approval.

Attachments:

1. Revised Jury and Witness Duty Policy (Section 8.4 in the Kendall County Employee Handbook), effective July 1, 2025

Section 8.4	Jury and Witness Duty
<u>Effective Date:</u> 09/01/2022 <u>7/1/2025</u> <u>Last Amended Date:</u> <u>TBD</u>	<u>Source Doc/Dep.:</u> None/HR

Section 8.4 JURY AND WITNESS DUTY

Jury and witness duty leave shall be granted to employees who are called to jury duty or are required to be absent from work because of a subpoena from any legislative, judicial or administrative tribunal.

Paid time off for jury or witness testimony is available up to ten (10) workdays. After ten (10) workdays of jury and witness duty leave, any additional time off for jury duty and/or witness testimony is unpaid. For purposes of this policy, a “workday” is the average number of hours an eligible employee is regularly scheduled to work in a workday. So, for example, if the employee regularly works a seven and one-half (7 ½) hour workday, the employee’s “day” for purposes of this policy will be 7.5 hours of jury and witness duty leave.

Any fee received by an employee for serving on a jury or providing testimony will be deducted from the employee’s wages during paid time off. The employee is responsible for notifying their immediate supervisor and the Employer’s payroll administrator in writing of any such fee received within 48 hours after the employee receives the payment.

To request time off for jury and witness duty leave, employees must provide a copy of the jury or subpoena to their immediate supervisor within ten (10) calendar days of receipt. If the request is approved, the employee should then forward the request and approval to the Designated H-R Representative for recordkeeping purposes.

While serving on a jury or testifying as a witness, employees are required to advise their immediate supervisor about their availability for work each workday. Employees who are released from jury duty or witness testimony during the workday are expected to report to work immediately to complete their work shift. An employee may be required by their immediate supervisor to provide documentation verifying their attendance at jury duty and/or their attendance at a legal proceeding to provide witness testimony.

If an employee is required to perform jury duty or is summoned to testify as a witness while the employee is on an approved leave of absence (e.g., FMLA leave), the employee shall not be eligible to receive paid jury and witness duty leave.



Kendall County Agenda Briefing

Meeting Type: Human Resources and Insurance
Meeting Date: 5/5/2025
Subject: Revised Bereavement Leave Policy (Section 8.8 in the Kendall County Employee Handbook), effective July 1, 2025
Prepared by: Leslie Johnson, Human Resources Director
Department: Human Resources Department

Action Requested:

To forward the Revised Bereavement Leave Policy (Section 8.8 in the Kendall County Employee Handbook), effective July 1, 2025 to the County Board for approval.

Board/Committee Review:

N/A

Fiscal impact:

None

Background and Discussion:

The proposed revisions to this policy reflect the addition of Child Extended Bereavement Leave, which is required pursuant to the Illinois Child Extended Bereavement Leave Act.

Staff Recommendation:

To forward the Revised Bereavement Leave Policy (Section 8.8 in the Kendall County Employee Handbook), effective July 1, 2025 to the County Board for approval.

Attachments:

1. Revised Bereavement Leave Policy (Section 8.8 in the Kendall County Employee Handbook), effective July 1, 2025

Section 8.8	Bereavement Leave
<u>Effective Date:</u> 09/01/2022 <u>7/1/2025</u> <u>Last Amended Date:</u> <u>TBD</u>	<u>Source Doc/Dep.:</u> None/HR

Section 8.8 BEREAVEMENT LEAVE

A. BEREAVEMENT LEAVE FOR IMMEDIATE FAMILY MEMBER'S DEATH

Up to three (3) paid days per occurrence may be allowed for a death in the employee's immediate family. Immediate family is defined for the purposes of this section to be legal spouse, mother, father, child, brother, sister, grandmother, grandfather, spouse's relatives of the same degree of blood relationship and any blood relative who resides in the employee's home. These paid days are considered as bereavement days and not vacation/sick/personal days. If any additional time is needed, the time off may be taken from paid vacation/sick/personal days, with approval of the Executive. All bereavement leave requests shall be in writing and shall be submitted first to the employee's immediate supervisor for approval. If the request is approved, the employee should then forward the request and approval to the Designated HR Representative for recordkeeping purposes.

This bereavement leave policy is applicable to full-time and part-time employees working 20 hours per week or more.

B. FAMILY BEREAVEMENT LEAVE

Pursuant to the Illinois Family Bereavement Leave Act, eligible employees may use up to a maximum of ten (10) workdays of unpaid bereavement leave for certain qualifying reasons as set forth below in this policy.

Only those employees who are otherwise "eligible employees" as defined by the Family and Medical Leave Act (FMLA) may be eligible for family bereavement leave pursuant to this policy. Thus, to be eligible for Family Bereavement Leave, an employee must:

- (1) Have worked for the Employer for a total of 12 months; and
- (2) Have worked at least 1,250 hours over the previous 12 months immediately prior to the commencement of the family bereavement leave; and
- (3) Work at a site with 50 or more employees within a 75-mile radius.

An employee will *not* be eligible for family bereavement leave if the family bereavement leave exceeds the unpaid leave allowed under or is in addition to the unpaid leave time permitted by, the FMLA.

1. Definitions

For purposes of this policy, the following definitions apply:

- a. A “covered family member” means an employee’s child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent.
- b. A “child” is defined as the employee’s biological, adopted, foster or stepchild, legal ward, or a child for whom the employee stood *in loco parentis*.
- c. A “domestic partner”, as the term is used with respect to an unmarried employee, includes: (1) the person recognized as the domestic partner of the employee under any domestic partnership or civil union law of a state or political subdivision of a state; or (2) an unmarried adult person who is in a committed personal relationship with the employee, who is not a domestic partner as described in subsection (1) of this definition or in such a relationship with any other person, and who is designated by the employee as that employee’s domestic partner.
- d. “Assisted reproduction” means a method of achieving a pregnancy through an artificial insemination or an embryo transfer and includes gamete and embryo donation. “Assisted reproduction” does *not* include any pregnancy achieved through sexual intercourse.

2. Qualifying Reasons for Family Bereavement Leave

An eligible employee may use family bereavement leave for any one or more of the following qualifying reasons:

- (1) to attend the funeral or alternative to a funeral of a covered family member;
- (2) to make arrangements necessitated by the death of a covered family member;
- (3) to grieve the death of the covered family member; or
- (4) to be absent from work due to any one or more of the following events that occurs to the eligible employee or the eligible employee’s spouse, domestic partner, or surrogate:
 - (a) A miscarriage;
 - (b) An unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure;
 - (c) a failed adoption match or an adoption that is not finalized because it is contested by another party;
 - (d) a failed surrogacy agreement;
 - (e) a diagnosis that negatively impacts pregnancy or fertility; or
 - (f) a stillbirth.

3. Requests for Family Bereavement Leave and Certification Requirements

An employee shall provide their immediate supervisor and the designated Human Resources Representative with at least 48 hours' advance notice of the employee's intention to take family bereavement leave, unless providing such notice is not reasonable and practicable.

An employee requesting family bereavement leave may be required to provide reasonable documentation to verify the need for family bereavement leave and such documentation may include the covered family member's death certificate, the covered family member's a published obituary, or written verification of the covered family member's death, burial or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency.

If an employee is requesting family bereavement leave due to qualifying reason #4 set forth in Section 2 of this policy, the employee may be required to provide reasonable documentation, which shall include a form to be published by the Illinois Department of Labor, to be filled out by a healthcare practitioner who has treated the employee or the employee's spouse or domestic partner, or surrogate. When requesting family bereavement leave for qualifying reason #4, the employee shall not be required to identify which specific category of event the leave pertains to as a condition of exercising their right to family bereavement leave for this purpose.

4. Use of Family Bereavement Leave

Eligible employees must complete their family bereavement leave within sixty (60) calendar days after the date on which the employee receives notice of the covered family member's death or the date on which an event listed under qualifying reason #4 of Section 2 of this policy occurs.

If an employee suffers the loss of more than one covered family member in a 12-month period, the employee may be eligible for up to a maximum of six (6) workweeks of unpaid family bereavement leave during that applicable 12-month period.

Approved family bereavement leave shall be unpaid unless the employee elects to apply their accrued, paid leave time (i.e., personal days, sick days, vacation days and/or their paid bereavement leave time) toward their family bereavement leave. Such election must be made by the employee prior to the employee's use of the family bereavement leave.

5. Retaliation Is Prohibited

Pursuant to the Family Bereavement Leave Act, retaliation against employees who exercise their rights or attempt to exercise their rights under the Family Bereavement Leave Act is strictly prohibited.

C. CHILD EXTENDED BEREAVEMENT LEAVE

Pursuant to the Illinois Child Extended Bereavement Leave Act, eligible employees are entitled to use up to twelve (12) workweeks of unpaid leave following the loss of their child by suicide or homicide. Eligible employees may take this child extended bereavement leave in a single continuous period or intermittently in increments of at least four (4) hours at a time.

Child extended bereavement leave under this section may be taken within one (1) year after the eligible employee notifies their designated Human Resources Representative of the loss of their child by suicide or homicide.

Employees must provide at least forty-eight (48) hours' advance notice of their intention to take child extended bereavement leave, unless such notice is unreasonable or impracticable under the circumstances. The employee's Executive and/or Designated Human Resources Representative may require the employee provide reasonable documentation to support the need for child extended bereavement leave, and such documentation may include a death certificate, published obituary, or written verification of death, burial or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency. The employee's Executive and/or Designated Human Resources Representative may require the documentation include the child's cause of death.



Kendall County Agenda Briefing

Meeting Type: Human Resources and Insurance
Meeting Date: 5/5/2025
Subject: Revised Vacation Policy (Section 8.2 in the Kendall County Employee Handbook), effective July 1, 2025
Prepared by: Leslie Johnson, Human Resources Director
Department: Human Resources Department

Action Requested:

Discussion about Revised Vacation Policy (Section 8.2 in the Kendall County Employee Handbook), effective July 1, 2025.

Board/Committee Review:

N/A

Fiscal impact:

None

Background and Discussion:

The attached revised Vacation Policy is being presented for discussion only. The revised Vacation Policy reflects recent changes in how vacation time is to be requested and approved now that Executime has replaced paper time off request forms. Also, the revised policy seeks direction from the Committee as to whether the vacation accrual table should be modified to be consistent with the vacation accrual tables recently approved by the County Board for the Kendall County Sheriff's Office bargaining units. Once direction is provided by the Human Resources & Insurance Committee, the proposed Vacation Policy will be reviewed with elected officials and department heads for discussion.

Staff Recommendation:

Discussion about the Revised Vacation Policy (Section 8.2 in the Kendall County Employee Handbook), effective July 1, 2025.

Attachments:

1. Revised Vacation Policy (Section 8.2 in the Kendall County Employee Handbook), effective July 1, 2025

Section 8.2	Vacation
<u>Effective Date:</u> 09/01/2022 <u>7/1/2025</u> <u>Last Amended Date:</u> <u>TBD</u>	<u>Source Doc/Dep.:</u> None/HR

Section 8.2 VACATION

All regular full-time employees are eligible for paid vacation benefits pursuant to the terms of this Vacation Policy.

A. VACATION ACCRUAL FOR FULL-TIME EMPLOYEES

Effective July 1, 2025, eEligible full-time employees shall earn vacation time in accordance with the following schedule:

<u>Years of Service</u>	<u>Available Vacation Hours Per Fiscal Year</u>
0- <u>5</u> Years of Service	10 vacation days
<u>6-10</u> - <u>7-14</u> Years of Service	15 vacation days <i>This rate of accrual commences the first day of the month following the employee's completion of their <u>5</u>th year of service</i>
<u>11-19</u> 15 or More Years of Service	20 vacation days <i>This rate of accrual commences the first day of the month following the employee's completion of their <u>10</u>th year of service</i>
<u>20 or More Years of Service</u>	<u>25 vacation days</u> <u><i>This rate of accrual commences the first day of the month following the employee's completion of their <u>19</u>th year of service.</i></u>

Starting July 1, 2025, full-time supervisors with 0-5 years of service may be eligible, at the Executive's sole discretion, to accrue fifteen (15) vacation days per fiscal year in lieu of the above-referenced ten (10) vacation days per fiscal year. These supervisors would then accrue vacation time as outlined in the above referenced schedule once they have completed five (5) years of service. Executives are responsible for completing a PAN form to promptly notify Kendall County's payroll administrator if a supervisor with 0-5 years of service will be accruing 15 vacation days per fiscal year in lieu of 10 vacation days per fiscal year.

The length of eligible service is calculated on the employee's date of hire. Eligible full-time employees are credited with accrued vacation time after each completed month of service. Employees that transfer from department or elected office to another keep all previous years of service when calculating their total years of service. Employees who leave employment retain their years of service for five (5) years ~~if in the event that~~ they return to work for a Kendall County department or elected office. Vacation is accrued monthly at the rate of one-twelfth (1/12) the eligible full-time employee's annual accrual, as outlined in the following table:

YEARS OF SERVICE	AMOUNT OF VACATION TIME DISTRIBUTED TO AN ELIGIBLE FULL-TIME EMPLOYEE ON THE FIRST OF THE MONTH FOLLOWING THEIR COMPLETED MONTH OF SERVICE	ANNUAL TOTAL
0- 56 years	1/12 of Annual Total	10 days
6-107-14 years	1/12 of Annual Total	15 days
11-19 years 15 or more years	1/12 of Annual Total	20 days
<u>20 or more years</u>	<u>1/12 of Annual Total</u>	<u>25 days</u>

The number of hours per vacation day is 7.5 hours for an employee that works 37.5 hours per week and 8 hours for an employee that works 40 hours per week.

B. VACATION AVAILABILITY FOR PART-TIME EMPLOYEES AND EMPLOYEES ON A LEAVE OF ABSENCE

Part-time employees who work a minimum of one thousand forty (1,040) hours per year and a minimum of twenty (20) hours per work week will be eligible to accrue paid vacation time on a pro rata basis pursuant to the terms of this Vacation Policy. For example, an eligible part-time employee with one (1) year of completed service who works a standard workweek of 25 hours per week would accrue 50 vacation hours per fiscal year, which would be distributed at a rate of 4.167 vacation hours per completed month of service.

Employees on a leave of absence for the entire month shall not accrue vacation during their leave of absence unless otherwise required by law.

C. VACATION REQUESTS

All vacation requests shall be ~~in writing and shall be~~ submitted ~~first~~ to the employee's immediate supervisor for approval via the Employer's designated timekeeping system. If possible, the employee should make their vacation request at least seven (7) calendar days in advance. ~~If the request is approved, the employee should then forward the request and approval to the Designated HR Representative for recordkeeping purposes.~~ Vacations will be scheduled with prime consideration given to the efficient operation of the Employer. While employee's requests will be honored whenever possible, final approval or denial of vacation requests is in the sole discretion of the Executive.

D. MAXIMUM ACCUMULATION

Employees will be allowed to accrue and carry over no more than 225 hours of accrued but unused vacation at any time. If the employee reaches the maximum cap of 225 hours of accrued but unused vacation time, the employee will not accrue any additional vacation time until they fall below the 225-hour cap again.

E. SEPARATION OF EMPLOYMENT

Upon an employee's separation of employment, the employee will be compensated for all vacation hours that are accrued but unused as of the employee's last day of employment. Such payment shall be made at the employee's current pay rate.

F. HOLIDAYS DURING APPROVED VACATION LEAVE

Whenever a paid holiday falls during an employee's authorized vacation leave, the employee's leave on the date of the paid holiday shall be considered a holiday for payroll purposes and shall not be charged to the employee's accumulated vacation leave.