



COUNTY OF KENDALL, ILLINOIS
HUMAN RESOURCES & INSURANCE
Kendall County Office Building, 111 W. Fox Street
County Board Rm 209 & 210, Yorkville, IL 60560
Monday, October 7, 2024 at 5:30 p.m.
MEETING AGENDA

1. **Call to Order**
2. **Roll Call:** Ruben Rodriguez (Chairman), Jason Peterson (Vice Chairman), Elizabeth Flowers, Zach Bachmann, and Matt Kellogg
3. **MOTION (VV): Approval of Agenda (page 1)**
4. **MOTION (VV): Approval of Minutes for the August 5, 2024, Human Resources & Insurance Committee Meeting (page 3-5)**
5. **Committee Reports and Updates**
 - A. **Monthly Benefits Report (page 6-7)**
 - B. **Monthly Human Resources Department Report (page 8)**
 - C. **Executime & Tyler Munis Update (page 9)**
6. **New Committee Business**
 - A. ***MOTION (VV) (Forward to CB 10/15/2024 Meeting): Business Associate Agreement Between Kendall County and the Intergovernmental Personnel Benefit Cooperative effective January 1, 2025 (pages 10-16)**
 - B. ***MOTION (VV) (Forward to CB 10/15/2024 Meeting): Revised Address and Name Change Form (pages 17-18)**
 - C. ***MOTION (VV) (Forward to CB 10/15/2024 Meeting): Revised Generative Artificial Intelligence (AI) Chatbot Usage Policy (Section 9.6 in the Kendall County Employee Handbook) effective January 1, 2025 (pages 19-22)**
 - D. ***MOTION (VV) (Forward to CB 10/15/2024 Meeting): Revised Policy Against Unlawful Discrimination, Harassment and Sexual Misconduct (Section 2.1 in the Kendall County Employee Handbook) effective January 1, 2025 (pages 23-31)**
 - E. ***MOTION (VV) (Forward to CB 10/15/2024 Meeting): Revised Insurance Benefits Policy (Section 7.1 in the Kendall County Employee Handbook) effective January 1, 2025 (pages 32-37)**
 - F. *** MOTION (VV) (Forward to CB 10/15/2024 Meeting): Revised Organizational Chart and Headcount (pages 38-39)**

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.

- 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, August 5, 2024, at 5:30 p.m.

Call to Order

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

Roll Call

Attendee	Status	Arrived	Left Meeting
Ruben Rodriguez	Here		
Jason Peterson	Here		
Elizabeth Flowers	Here		
Zach Bachmann	Absent		
Matt Kellogg	Here		

With 4 members present a quorum was established.

Staff Present: Christina Burns, Leslie Johnson, Payton Karlovich, and Brenda Benz

Approval of Agenda – Member Flowers made a motion to approve the agenda, second by Member Peterson . **With 4 members voting aye, the motion was carried by a vote of 4 -0.**

Approval of Minutes- Member Flowers made a motion to approve the May 6, 2024, minutes, second by Member Kellogg. **With 4 members voting aye, the motion was carried by a vote of 4-0.**

Committee Reports and Updates –

A. Monthly Benefits Report (pages 5-6 in packet)

Kendall County Deputy Treasurer provided a monthly insurance report to the committee (Report included in packet).

B. Monthly Human Resources Department Report (pages 7-8 in packet)

Human Resource Director Leslie Johnson provided the committee with an update on significant developments over the past few months. Kendall County has conducted a review of the five-year property appraisal. Ms. Johnson also introduced Brenda Benz, the new HR Generalist, who brings five years of experience in Human Resources to Kendall County. The summer internship program is concluding, and the interns will present their projects to the County Board at the meeting scheduled for Wednesday, August 7, 2024. Additionally, the Kendall County Office Olympics took place throughout July, with the Treasurer’s Office achieving first place for the second consecutive year. The Kendall County Summer Employee Celebration occurred on July 26, featuring refreshments from Home Plate Hot Dogs and Grandma Rosie’s Sweet Treats.

C. Executime & Tyler Munis Update (page 9 in packet)

HR Generalist Payton Karlovich provided an update to the committee regarding the time and attendance program. Ms. Karlovich reported that the team is currently six months ahead of schedule and anticipates the implementation of the program as early as December 1st. The department has received positive feedback from several offices, though there has been some negative feedback regarding the use of military time.

New Committee Business –

- A. Assignment of Broker Fee Agreement from Meisrow Insurance Services, Inc. to Alliant Insurance Services, Inc. Effective August 20, 2024

Member Kellogg made a motion to forward to County Board meeting, second by member Peterson. With 4 members voting aye, the motion was carried by a vote of 4 -0.

- B. Amendment No.1 to Services Agreement Between Alliant Insurance Services, Inc. and Kendall County, Illinois effective October 1, 2024, through September 30, 2025, in an amount not to exceed \$49,000

Member Peterson made a motion to forward to County Board meeting, second by member Kellogg. With 4 members voting aye, the motion was carried by a vote of 4-0.

- C. Amended Section 5.7 Safe Driving Policy in the Kendall County Employee Handbook

Member Flowers made a motion to forward to County Board meeting, second by member Peterson. With 4 members voting aye, the motion was carried by a vote of 4-0.

- D. An Ordinance Authorizing the Acceptance of the Contract and By-Laws Document of the Intergovernmental Personnel Benefit Cooperative (IPBC) and Authorizing Membership in the IPBC by the Kendall County, Illinois

Member Kellogg made a motion to forward to County Board meeting, second by member Peterson. With 4 members voting aye, the motion was carried by a vote of 4-0.

Old Committee Business – None

Chairman’s Report –None

Public Comment – None

Executive Session – None

Items for the Committee of the Whole Meeting – None

Action Items for County Board –

1. Under Consent Agenda

- Assignment of Broker Fee Agreement from Meisrow Insurance Services, Inc. to Alliant Insurance Services, Inc. Effective August 20, 2024
- Amendment No. 1 to Services Agreement Between Alliant Insurance Services, Inc. and Kendall County, Illinois Effective October 1, 2024, through September 30, 2025, in an Amount not to Exceed \$49,000.
- Amended Section 5.7 Safe Driving Policy in the Kendall County Employee Handbook

2. Items for Committee Business

- An Ordinance Authorizing the Acceptance of the Contract and By-Laws Document of the Intergovernmental Personnel Benefit Cooperative (IPBC) and Authorizing Membership in the IPBC by Kendall County, Illinois.

Adjournment – Member Flowers made a motion to adjourn, second by Member Peterson. **With 4 members present in agreement, the meeting was adjourned at 5:58 p. m.**

Respectfully submitted,
Nancy Villa
Executive Administrative Assistant

MONTHLY MEDICAL INSURANCE REPORT

FY 24

PLAN	EMPLOYEES		Total Enrolled		Annual ER Plan Cost
	Non-Union	Union	Sep-24	Oct-24	
	HMO EE	12	11	23	
HMO EE + SP	1	3	4	4	\$13,066.83
HMO EE + CH	2	3	5	5	\$12,710.13
HMO FAM	3	13	16	16	\$17,324.01
H.S.A. \$1600 EE	74	53	125	127	\$13,229.77 *
H.S.A. \$1600 EE + SP	8	9	16	17	\$20,899.69 *
H.S.A. \$1600 EE + CH	14	10	24	24	\$20,411.05 *
H.S.A. \$1600 FAM	25	27	52	52	\$26,731.51 *
H.S.A. \$3200 EE	2	1	3	3	\$12,056.89 *
H.S.A. \$3200 EE + SP	0	2	2	2	\$19,109.83 *
H.S.A. \$3200 EE + CH	0	1	1	1	\$18,670.03 *
H.S.A. \$3200 FAM	3	0	3	3	\$24,358.39 *
BC Options \$1600 EE	5	2	7	7	\$12,291.36 *
BC Options \$1600 EE + SP	1	0	1	1	\$19,467.72 *
BC Options \$1600 EE + CH	2	0	2	2	\$19,018.20 *
BC Options \$1600 FAM	1	4	5	5	\$24,832.98 *
BC Options \$3200 EE	0	0	0	0	\$11,001.19 *
BC Options \$3200 EE + SP	0	1	1	1	\$17,498.80 *
BC Options \$3200 EE + CH	0	0	0	0	\$17,103.04 *
BC Options \$3200 FAM	2	0	2	2	\$22,222.60 *
Total Enrolled	155	140	292	295	

Employees	
Dental EE	165
Dental Family	166
Total Enrolled	<u>331</u>

Retirees/COBRA (12/1/23 -11/30/24) (52 Retirees / 2 COBRA)			
Vision	Family	13	1344.44
Vision	Single	16	970.30
Medical	Family	2	7,928.50
Medical	Single	8	57,650.41
Dental	Family	32	11,772.67
Dental	Single	19	19,265.92
TOTAL			98,932.24

NOTES:

- 1) Premiums and headcount paid as of monthly report date
- * 2) Includes Employer HSA contribution *

FY 24 MONTHLY MEDICAL INSURANCE INVOICES

BUDGETED \$7,144,922

87.32% 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			\$5,365,284	6,230,253	86.12%
BCBS Dental Premium	39526	28294	45175	28046	28019	28259	28330	27820	27936	28096			\$309,500	303,332	102.03%
BCBS Life Premium	624	661	642	636	632	637	651	623	634	630			\$6,370	7837	81.28%
Health Savings Account	125	529125	3875	5500	4500	3875	875	6750	1250	500			\$556,375	600,000	92.73%
FSA Admin Fee	98	102	129	129	129	118	121	121	121	121			\$1,189	3,500	33.98%
TOTALS	\$992,043	\$1,047,982	\$523,885	\$514,070	\$531,756	\$524,836	\$532,902	\$523,712	\$520,867	\$526,666	\$0	\$0	\$6,238,718	7,144,922	87.32%

FY 23 MONTHLY MEDICAL INSURANCE INVOICES

BUDGETED \$6,430,808

95.20% 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	-537	\$244,800	381,879	64.10%
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	-\$6,575	\$6,122,288	6,430,808	95.20%

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	BUDGET per Line item	% of budget
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		

FY 21 MONTHLY MEDICAL INSURANCE INVOICES

(BUDGETED: \$5,830,200)

*94.22% of budget

	December	January	February	March	April	May	June	July	August	September	October	November	Totals	BUDGET per Line item	% of budget
BCBS Medical Premium	394306	382127	383663	390497	395525	385509	380010	379496	377980	370643	354481	378537	\$4,572,773		
Met Life Dental Premium	27132	33543	25246	27489	27247	27533	27462	26611	26822	27068	26674	27641	\$330,468		
BCBS Life Premium	604	541	603	611	616	616	615	613	605	602	603	633	\$7,262		
Health Savings Account	555000	0	6750	5750	2250	2000	750	750	3750	2375	625	1750	\$581,750		
HRA Admin Fee	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
FSA Admin Fee	102	103	102	102	105	91	91	221	91	91	91	88	\$1,276		
TOTALS	\$977,143	\$416,314	\$416,363	\$424,448	\$425,743	\$415,749	\$408,928	\$407,691	\$409,247	\$400,778	\$382,474	\$408,649	\$5,493,529		



**KENDALL COUNTY HUMAN RESOURCES DEPARTMENT
REPORT TO HUMAN RESOURCES & INSURANCE COMMITTEE
October 7, 2024**

Here are a few highlights from the Human Resources Department for the month of September 2024:

COMPLIANCE & RISK MANAGEMENT:

- Continue working with Alliant and ICRMT regarding renewals for auto, property, casualty, liability, and workers compensation insurance coverage.

RECRUITMENT, ONBOARDING & OFFBOARDING:

- We are currently recruiting for the following positions: Finance Analyst (Administration) Cadastral Technician (GIS), Veteran Services Officer (VAC), Maintenance I (Facilities), Computer Support Specialist (ICT), PT Code Official (PBZ), Assistant State's Attorney- Criminal Division (SAO), and PT 711 Law Clerk (SAO).
- Welcome to the Kendall County Human Resources Department's fall intern, Kayla Korey!

EMPLOYEE BENEFITS:

- Every other Thursday from 8/1/2024 to present: attend meetings with IPBC regarding benefits implementation.
- Every Tuesday from 9/17/2024 to present: attend meetings with PlanSource regarding build out of online benefits administration portal.
- 9/12/2024: attended meeting with BCBS regarding medical insurance coverage for 2025 plan year.
- 9/13/2024: attended webinar regarding new supplemental health benefits to be offered in 2025 plan year.
- 9/19/2024: attended meeting with WEX regarding HSA, FSA, and dependent care spending accounts for 2025 plan year.
- 9/26/2024: attended IPBC Board of Directors meeting.
- 11/6/24 & 11/7/2024: Benefits Fair
- 11/11/24-11/22/2024: Open Enrollment
- Stay tuned for our weekly Benefits Spotlight every Friday to learn more about the 2025 plan year employee benefits!

LABOR RELATIONS:

- We have begun union negotiations with the following four FOP units whose contracts expire November 30, 2024: Full-Time Records Clerks, Patrol Sergeants, Corrections Deputies, and Corrections Sergeants.

MISCELLANEOUS:

- We are finishing up converting all paper personnel files into electronic, searchable files in Laserfiche.
- Employee of the Year Award Nominations are due by 10/31/2024!

Tyler Munis Update

10/7/2024

Tyler Munis Update	
Pending	Completed Since August 5th Meeting
Geofencing	Audit & revise EE codes to Accruals
Testing Departments	Hourly & Salary Audit
Import Testing	Assign Hourly & Salary
Convert Test to Live	Duplicate Positions
Gradiance Import	Hourly pay code configuration (Both Munis and Executime)

The Departments we have tested: Assessments, Treasurers, Circuit Clerk, VAC, Coroner, County Clerk & Recorders, Admin, HR, PBZ, SAO, Facilities, IT, Animal Control, GIS, EMA, Forest Preserve, and Highway.

Departments we still need to test: HHS, Court Services, Public Defenders, Probation and Judicial.



Kendall County Agenda Briefing

Meeting Type: Human Resources and Insurance
Meeting Date: 10/7/2024
Subject: Business Associate Agreement
Prepared by: Leslie Johnson, Human Resources Director
Department: Human Resources Department

Action Requested:

Approval to forward the Business Associate Agreement to the Kendall County Board for approval.

Board/Committee Review:

N/A

Fiscal impact:

N/A

Background and Discussion:

The attached Business Associate Agreement between Kendall County and IPBC is required pursuant to HIPAA regulations. It requires Kendall County and IPBC to protect the confidentiality of protected health information.

Staff Recommendation:

Approval to forward the Business Associate Agreement to the Kendall County Board for approval.

Attachments:

1. Business Associate Agreement

BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (“Agreement”) is entered into effective the 1st day of January, 2025 (“Effective Date”) by and between Intergovernmental Personnel Benefit Cooperative (IPBC) (“Client”) and Kendall County, Illinois (“Member” on behalf of itself and any listed entities).

RECITALS

A. Client is a Covered Entity as defined under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and is therefore subject to HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009 (“HITECH”), and the privacy standards adopted by the U.S. Department of Health and Human Services (“HHS”), 45 C.F.R. parts 160 and 164, Subparts A and E (“Privacy Rule”), the security standards adopted by the HHS, 45 C.F.R. parts 160 and 164, Subparts A and C (“Security Rule”), and the breach notification standards adopted by HHS, 45 C.F.R. part 164 Subpart D (“Breach Notification Standards”), as each may be amended from time to time (collectively, HIPAA, HITECH, the Privacy Rule, Security Rule and Breach Notification Standards shall be referred to herein as the “HIPAA Regulations”).

B. Protected Health Information received from Client or created or received by Member on behalf of Client (“PHI”) may be needed for Member to perform the services (the “Services”) requested by Client and described in any underlying agreement between the parties (the “Underlying Agreement”).

C. To the extent Member needs to access PHI to perform the Services, it will be acting as a Business Associate of Client and will be subject to certain provisions of the HIPAA Regulations.

D. Member and Client wish to set forth their understandings with regard to the use and disclosure of PHI by Member so as to comply with the HIPAA Regulations.

AGREEMENTS

In consideration of the Recitals and the mutual agreements below, the parties agree as follows:

1. Defined Terms.

(a) Listed Entities. As used herein, “Listed Entities” means Government bodies, quasi-governmental bodies and non-profit public service entities listed by a MEMBER as having their employees and officers under a benefit program which will be administered along with that of a MEMBER by the Client.

(b) All other capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Regulations.

2. Member’s Obligations and Permitted Activities.

(a) Member agrees to not use or further disclose PHI other than as required to perform the Services, requested by Client or Required By Law, or as otherwise permitted herein. Member may not use or disclose PHI in a manner that would violate the Privacy Rule if done by Client, except for the specific uses and disclosures set forth in Sections 2(i) and 2(j) herein.

(b) Member agrees to use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement, and shall develop, implement, maintain and use appropriate administrative procedures, and physical and technical safeguards, in accordance with the Security Rule, to reasonably preserve and protect the confidentiality, integrity, and availability of electronic PHI.

(c) Member agrees to report to Client, without unreasonable delay and in no case later than five (5) business days following actual knowledge by Member:

(i) Any use or disclosure of PHI not provided for by this Agreement.

(ii) Any Security Incident of which Member becomes aware; provided, however, that the parties acknowledge and agree that this section constitutes notice by Member to Client of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents of which no additional notice to Client shall be required. Unsuccessful Security Incidents shall include, but not be limited to, pings and other broadcast attacks on Member's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as such incidents do not result in unauthorized access, use or disclosure of Client's electronic PHI.

(iii) Any Breach of Unsecured PHI, as defined in 45 C.F.R. 164.402. Following the initial notification of any such Breach, Member shall provide a report to Client that includes, to the extent possible: [A] a brief description of what happened, including the date of occurrence and the date of the discovery by Member; [B] a description of the PHI affected, including the names of any Individuals whose PHI has been or is reasonably believed to have been accessed, acquired or disclosed and the types of PHI involved (such as full name, social security number, date of birth, home address, account numbers, etc.); and [C] a brief description of what Member has done to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches. Member also shall provide to Client any other available information Client is required to include in its notification to affected Individual(s).

(d) Member agrees to ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Member agree to substantially the same restrictions and conditions as those that apply to Member with respect to such PHI.

(e) Member shall make its internal policies, procedures and records relating to the use and disclosure of PHI reasonably available to the Secretary if necessary or required to assess Member's or the Client's compliance with the HIPAA Regulations.

(f) It is not anticipated that Member will maintain a Designated Record Set on behalf of Client; however, if Member maintains a Designated Record Set on behalf of Client, Member agrees to, at Client's written request: (i) provide access to such PHI in order to assist Client in meeting its obligations under the Privacy Rule, and (ii) make any amendment(s) to such PHI as Client so directs or agrees to pursuant to the Privacy Rule.

(g) So that Client may meet its disclosure accounting obligations under the HIPAA Regulations, Member agrees to document disclosures of PHI made by Member which are not excepted from disclosure accounting requirements under the HIPAA Regulations and to provide such an accounting to Client at Client's written request.

(h) To the extent that Member is engaged to carry out one or more of Client's obligations under the Privacy Rule, Member shall comply with such requirements that apply to Client in the performance of such obligations.

(i) Member may use PHI for Member's proper management and administration or to carry out its legal responsibilities. Member may disclose PHI for Member's proper management and administration, provided that: (i) Member obtains reasonable assurances from the person to whom PHI is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person; and (ii) the person notifies Member of any instances of which it is aware in which the confidentiality of PHI has been breached. Member also may make disclosures that are Required By Law.

(j) Member may use PHI to provide Data Aggregation services to Client as permitted by the Privacy Rule.

(k) Member may de-identify PHI in accordance with the requirements of the Privacy Rule; provided that all identifiers are destroyed in accordance with this Agreement.

(l) Member may create a Limited Data Set for the purpose of providing the Services, provided that Member:

(i) Does not use or further disclose PHI contained in the Limited Data Set except as necessary to provide the Services or as provided for in this Agreement or otherwise Required By Law;

(ii) Uses appropriate safeguards to prevent the use or disclosure of PHI contained in the Limited Data Set other than as provided for by this Agreement;

(iii) Reports to Client any use or disclosure of PHI contained in the Limited Data Set of which Member becomes aware that is not provided for by this Agreement;

(iv) Ensures that any agents or subcontractors to whom it provides access to the Limited Data Set agree to substantially the same restrictions and conditions that apply to Member under this Agreement; and

(v) Does not re-identify PHI or contact the Individuals whose information is contained within the Limited Data Set.

(m) Member agrees to mitigate, to the extent practicable, any harmful effect that is known to Member of a use or disclosure of PHI by Member in violation of this Agreement.

3. Client's Obligations.

(a) Client shall not request Member to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or the Security Rule if done by Client, except as otherwise permitted herein for purposes of Data Aggregation.

(b) Client shall clearly and conspicuously designate all PHI as such before providing it to Member.

(c) Client acknowledges and agrees that it shall be solely responsible for tracking and providing Individuals an accounting of any disclosures made by Client to Member.

(d) Client acknowledges and agrees that the provisions of Section 2(l) of this Agreement shall constitute a Data Use Agreement between the parties.

4. Term and Termination.

(a) Term. This Agreement shall be effective as of the date first written above, and shall terminate when all PHI is destroyed or returned to Client. If Member determines, in accordance with Section 4(c) below, that it is infeasible to return or destroy PHI, the protections of this Agreement with respect to such PHI shall remain in effect until such PHI is returned or destroyed.

(b) Termination. Upon Client's knowledge of a material breach or violation of Member's obligations under this Agreement, Client shall either:

(i) Provide an opportunity for Member to cure the breach or end the violation and terminate this Agreement if Member does not cure the breach or end the violation within the time specified by Client; or

(ii) Immediately terminate this Agreement if Member has breached a material term of this Agreement and cure is not possible.

(c) Obligations of Member Upon Termination. Upon termination of this Agreement, for any reason, Member shall:

(i) Retain only that PHI which is necessary for Member to continue its proper management and administration or to carry out its legal responsibilities;

(ii) Return to Client or destroy the remaining PHI that Member still maintains in any form ("Remaining PHI");

(iii) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section 4(c), for as long as Member retains the PHI;

(iv) Not use or disclose the PHI retained by Member other than for the purposes for which such PHI was retained and subject to the same conditions set out at Section 2(i) above which applied prior to termination; and

(v) Return to Client or destroy the PHI retained by Member when it is no longer needed by Member for its proper management and administration or to carry out its legal responsibilities.

(d) Infeasibility of Return or Destruction. If Member determines that returning or destroying the Remaining PHI is infeasible, the protections of this Agreement shall continue to apply to such PHI, and Member shall limit further uses and disclosures of PHI to those purposes that make the return or destruction infeasible, for so long as Member maintains such PHI.

5. Miscellaneous.

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Regulations means the section as in effect or as amended, and for which compliance is required.

(b) Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time in order to ensure compliance with the requirements of the HIPAA Regulations and any other applicable law.

(c) Independent Contractors. Member and Client are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Member and Client. Neither Member nor Client will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent, except as otherwise expressly provided in this Agreement.

(d) Conflicts. In the event that any terms of this Agreement are inconsistent with the terms of the Underlying Agreement, then the terms of this Agreement shall control.

(e) Entire Agreement. This Agreement shall constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties hereto relating to such subject matter.

[Signature page to follow]

This Business Associate Agreement between Intergovernmental Personnel Benefit Cooperative (IPBC) and Member, Inc., on behalf of itself and any listed entities is executed as of July 1, 2022 as set forth above.

Member, on behalf of itself and its listed entities

Intergovernmental Personnel Benefit Cooperative (IPBC)

By _____
Print Name: _____
Title: _____
Date: _____

By *Dave Cook*
Print Name: _____
Title: _____
Date: _____

**IPBC BUSINESS ASSOCIATE
AGREEMENT ADDENDUM**

Authorization for Release of PHI to IPBC Employees and IPBC’s Business Associates)
As required by this Agreement, identify the IPBC employees with whom IPBC can release PHI to, for Plan Administration purposes. Use a different line for each employee and include: Job Title; and any Limitations/Restrictions on their access.
Executive Director
Operations Manager
Member Services Manager
Administrative Assistant
Health Program Analyst
As required by this Agreement, identify other Business Associates of IPBC, IPBC can release PHI to. Use a different line for each Business Associate and include: Company Name and any Limitations/Restrictions on their access.
RPA
Alera Group
Optum Health Financial Services
PlanSource
Milliman
Blue Cross Blue Shield of IL
United Health Care
Delta Dental
VSP
BT Partners/DOMO

Note: When information changes, the Member must provide an updated form to the IPBC.



Kendall County Agenda Briefing

Meeting Type: Human Resources and Insurance
Meeting Date: 10/7/2024
Subject: Revised Address and Name Change Form
Prepared by: Leslie Johnson, Human Resources Director
Department: Human Resources Department

Action Requested:

Approval to forward the revised Address and Name Change Form to the Kendall County Board for approval.

Board/Committee Review:

N/A

Fiscal impact:

N/A

Background and Discussion:

The attached Address and Name Change Form would replace the existing Address and Name Change Form. It adds a provision that employees must show proof of name change in form of a Social Security Card and one of the following: marriage license, drivers license, court papers, or applicable paperwork. This documentation is necessary pursuant to payroll and IMRF requirements.

Staff Recommendation:

Approval to forward the revised Address and Name Change Form to the Kendall County Board for approval.

Attachments:

1. Revised Address and Name Change Form



Employee Address/Name Change/Family Status Change Form

Please complete this form and email it to Benefits@kendallcountyil.gov

EMPLOYEE INFORMATION

First Name: _____ Middle Initial: _____ Last Name: _____
Department: _____ Employee ID #: _____
Effective Date of Change: _____

SIGNATURE OF EMPLOYEE: _____

DATE: _____

CHANGE OF ADDRESS/TELEPHONE NUMBER (if applicable)

New Street Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Email address: _____
Telephone: _____

CHANGE IN FAMILY STATUS (if applicable)

Marital status change: Married Divorced Widowed Other: _____

Change in dependents (please describe): _____

LEGAL NAME CHANGE (if applicable)

EMPLOYEES MUST SHOW PROOF OF NAME CHANGE IN FORM OF SOCIAL SECURITY CARD AND ONE OF THE FOLLOWING: MARRIAGE LICENSE, DRIVERS LICENSE, COURT PAPERS, OR APPLICABLE PAPERWORK.

New Legal Name: _____

FOR ADMINISTRATION ONLY

- | | |
|---|--|
| <input type="checkbox"/> Change personnel file name | <input type="checkbox"/> Add note to background check file |
| <input type="checkbox"/> Update Authorized Drivers list | <input type="checkbox"/> Update Tyler Munis |
| <input type="checkbox"/> Update Benefit Forms | <input type="checkbox"/> Supplement Form I-9 (if applicable) |
| <input type="checkbox"/> Update Emergency Contact | <input type="checkbox"/> Update Everbridge Notification |
| <input type="checkbox"/> Update Email and Phone | <input type="checkbox"/> Update Phone List |

Signature of HR Representative: _____

Date: _____



Kendall County Agenda Briefing

Meeting Type: Human Resources and Insurance
Meeting Date: 10/7/2024
Subject: Revised Generative Artificial Intelligence (AI) Chatbot Usage Policy (Section 9.6 in the Kendall County Employee Handbook) effective 1/1/2025
Prepared by: Leslie Johnson, Human Resources Director
Department: Human Resources Department

Action Requested:

Approval to forward the Revised Generative Artificial Intelligence (AI) Chatbot Usage Policy (Section 9.6 in the Kendall County Employee Handbook), effective 1/1/2025, to the Kendall County Board for approval.

Board/Committee Review:

N/A

Fiscal impact:

N/A

Background and Discussion:

The attached revised Generative Artificial Intelligence (AI) Chatbot Usage Policy would replace the existing policy in Section 9.6 of the Kendall County Employee Handbook effective 1/1/2025. The proposed changes are required pursuant to recent amendments to the Illinois Human Rights Act and data privacy requirements.

Staff Recommendation:

Approval to forward the Revised Generative Artificial Intelligence (AI) Chatbot Usage Policy (Section 9.6 in the Kendall County Employee Handbook), effective 1/1/2025, to the Kendall County Board for approval.

Attachments:

1. Revised Generative Artificial Intelligence (AI) Chatbot Usage Policy (Section 9.6 in the Kendall County Employee Handbook), effective 1/1/2025

Section 9.6	Generative Artificial Intelligence (AI) Chatbot Usage Policy
<u>Effective Date:</u> 06/27/2023 <u>1/1/2025</u>	<u>Source Doc/Dep.:</u> None/HR
<u>Last Amended Date:</u> <u>TBD</u>	

Section 9.6 GENERATIVE ARTIFICIAL INTELLIGENCE (AI) CHATBOT USAGE POLICY

A. Purpose

With the increasing popularity of generative AI chatbots such as OpenAI’s ChatGPT and Google’s Bard, it has become necessary to outline the proper use of such tools while working with the Employer. While we remain committed to adopting new technologies to aid our mission when possible, we also understand the risks and limitations of generative AI chatbots and want to ensure responsible use. Our goal is to protect employees, Executives, the public, and Kendall County from harm.

B. Overview

While AI chatbots can be used to perform a variety of functions, this policy addresses only the use of a web-based interface to ask or “prompt” the chatbot in a conversational manner to find answers to questions or to create or edit written content.

Some examples of what could be created using an AI chatbot include:

- Emails and letters.
- Blog posts, reports and other publications.
- Sales and advertising copy.
- Policies and job descriptions.
- Spreadsheet calculations.
- Foreign language translations.
- Coding development or debugging.
- Document or information sorting.
- Outlines or summaries of internal or external information.

There are, however, risks in using this technology, including uncertainty about who owns the AI-created content and security/privacy concerns with inputting proprietary information or sensitive information about an employee, elected official, a member of the public, etc., when interacting with the chatbot. Additionally, the accuracy of the content created by these technologies cannot be relied upon, as the information may be outdated, misleading or—in some cases—fabricated.

C. Eligibility

This policy applies to all employees and to all work associated with the Employer that those employees perform, whether on or off the Employer's premises.

D. Policy

The use of generative AI chatbots will be allowed while performing work for the Employer, provided such use complies with this Policy and all other policies set forth in this Employee Handbook. Kendall County email addresses, credentials and phone numbers cannot be used to create an account with these technologies. No proprietary data and/or any other confidential data may be submitted (copied, typed, etc.) into these platforms. Employees wishing to use generative AI chatbots should discuss the parameters of their use with their applicable Executive. Executives may approve, deny, or modify those parameters as best meets the Employer's policies, legal requirements, and other operational needs.

All AI chatbot-generated content must be properly cited, as must the use of AI chatbot-generated content when used as a resource for the employee's work, except for general correspondence such as email.

All AI-generated content must be reviewed for accuracy before relying on it for work purposes. If a reliable source cannot be found to verify factual information generated by the chatbot, that information cannot be used for work purposes.

Pursuant to the Illinois Human Rights Act, the Employer shall not use generative AI chatbots or any other form of artificial intelligence (as defined in 775 ILCS 5/2-101) when making employment-related decisions with respect to recruitment, hiring, promotion, renewal of employment, selection for training or apprenticeship, discharge, discipline, tenure, or the terms, privileges, or conditions of employment, if the use of AI has the effect of subjecting employees to unlawful discrimination on the basis of a protected class. When using AI, the Illinois Human Rights Act also prohibits the Employer from using a zip code as a proxy for a protected class. If an Executive intends to use AI when making employment-related decisions with respect to recruitment, hiring, promotion, renewal of employment, selection for training or apprenticeship, discharge, discipline, tenure, or terms, privileges, or conditions of employment, the Executive must provide advance written notice to the applicable employees.

Any violation of this policy will result in disciplinary action, up to and including termination of employment.

E. Training

All employees using AI chatbots for work purposes must be trained on the proper use of these technologies before using them. All questions related to this training should be addressed with the applicable Human Resources Representative and/or the Director of Kendall County's Information, Communication and Technology Department.

F. Ethical Use

Employees must use generative AI chatbots in accordance with all the Employer's conduct and antidiscrimination policies. These technologies must not be used to create content that is inappropriate, discriminatory, or otherwise harmful to others or to the Employer. Such use will result in disciplinary action, up to and including termination of employment.

G. Monitoring

The Employer's Technology and Record Retention Policies set forth in this Employee Handbook still apply when using generative AI chatbots with the Employer's equipment.

H. Data Privacy and Security

To ensure compliance with data protection regulations and to safeguard sensitive information, the following measures must be observed when using generative AI chatbots:

1. **Data Minimization:** Employees shall input only the minimum amount of information necessary to achieve the desired outcome. Excessive or unnecessary data input must be avoided.
2. **Prohibited Data:** Under no circumstances should personal data related to minors, health records, Social Security numbers, or any other information protected under local, state, or federal privacy laws be input into AI chatbots.
3. **Compliance with Privacy Regulations:** All use of AI chatbots must fully comply with applicable privacy laws, including the General Data Protection Regulation (GDPR) where relevant, as well as any local or state-specific privacy laws.



Kendall County Agenda Briefing

Meeting Type: Human Resources and Insurance
Meeting Date: 10/7/2024
Subject: Revised Policy Against Unlawful Discrimination, Harassment and Sexual Misconduct (Section 2.1 in the Kendall County Employee Handbook) effective 1/1/2025
Prepared by: Leslie Johnson, Human Resources Director
Department: Human Resources Department

Action Requested:

Approval to forward the revised Policy Against Unlawful Discrimination, Harassment and Sexual Misconduct (Section 2.1 in the Kendall County Employee Handbook), effective 1/1/2025, to the Kendall County Board for approval.

Board/Committee Review:

N/A

Fiscal impact:

N/A

Background and Discussion:

The attached revised Policy Against Unlawful Discrimination, Harassment and Sexual Misconduct would replace the existing policy in Section 2.1 of the Kendall County Employee Handbook effective 1/1/2025. The proposed changes comply with recent amendments to the Illinois Human Rights Act, which add “actual or perceived family responsibilities” and “actual or perceived reproductive health decisions” as additional protected categories under the state’s anti-discrimination law.

Staff Recommendation:

Approval to forward the Revised Policy Against Unlawful Discrimination, Harassment and Sexual Misconduct (Section 2.1 in the Kendall County Employee Handbook) effective 1/1/2025, to the Kendall County Board for approval.

Attachments:

1. Revised Policy Against Unlawful Discrimination, Harassment and Sexual Misconduct (Section 2.1 in the Kendall County Employee Handbook) effective 1/1/2025

Section 2.1	Policy Against Unlawful Discrimination, Harassment And Sexual Misconduct
<u>Effective Date:</u> 09/01/2022 <u>10/17/2023</u> <u>1/1/2025</u> <u>Last Amended Date:</u> <u>10/17/2023TBD</u>	<u>Source Doc/Dep.:</u> None/HR

Section 2.1 POLICY AGAINST UNLAWFUL DISCRIMINATION, HARASSMENT AND SEXUAL MISCONDUCT

A. STATEMENT OF POLICY

The Employer is fully committed to a policy of equal employment. The Employer will not tolerate or condone unlawful discrimination or unlawful harassment on the basis of creed, genetic information, or arrest record, or actual or perceived race, color, religion, sex, sexual orientation as defined by 775 ILCS 5/1-103(0-1), actual or perceived family responsibilities as defined by 775 ILCS 5/2-101(M), actual or perceived reproductive health decisions as defined by 775 ILCS 5/1-103(O-2), pregnancy, childbirth, medical or common conditions relating to pregnancy and childbirth, national origin, age, physical or mental disability, ancestry, marital status, military status, unfavorable discharge from military service, order of protection status, citizenship status or any other classification protected under federal or state law. For purposes of this policy, race includes, but it not limited to traits associated with race, including but not limited to hair texture and protective hairstyles such as braids, locks, and twists. Sexual misconduct is also prohibited. The Employer will neither tolerate nor condone unlawful discrimination, harassment, or sexual misconduct by employees, managers, supervisors, elected officials, co-workers, or non-employees with whom the Employer has a business, service, or professional relationship. For purposes of this policy only, “employee” includes any employee performing work, an apprentice, an applicant for apprenticeship, or an intern.

As set forth above, unlawful sexual harassment and sexual misconduct are prohibited. Unlawful sexual harassment includes unwelcome sexual advances, requests for sexual favors, or any other visual, verbal, or physical conduct of a sexual nature when:

- Submission to or rejection of this conduct explicitly or implicitly affects a term or condition of individual’s employment;
- Submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee, or;
- Unlawful harassment has the purpose or effect of unreasonably interfering with the employee’s work performance or creating an intimidating, hostile or offensive work environment because of the persistent, severe, or pervasive nature of the conduct.

Unlawful sexual harassment can occur in a variety of circumstances, including but not limited to the following:

- The employee as well as the harasser may be a woman or a man. The employee does not have to be of the opposite sex.
- The harasser can be the employee's supervisor, an agent of the employer, a supervisor in another area, a co-worker, or a non-employee.
- The employee does not have to be the person harassed but could be anyone affected by the offensive conduct.
- Unlawful sexual harassment may occur without economic injury to or discharge of the employee.
- The harasser's conduct must be unwelcomed.

Each employee must exercise their own good judgment to avoid engaging in conduct that may be perceived by others as unlawful sexual harassment or unlawful harassment based on any other status protected by law. The following are illustrations of actions that the Employer deems inappropriate and in violation of our policy:

- Unwanted sexual advances;
- Offering employment benefits in exchange for sexual favors;
- Visual conduct such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons, calendars, or posters;
- Verbal conduct such as making derogatory comments, using epithets or slurs, making sexually explicit jokes or suggestive comments about a person's body or dress;
- Written or electronic communications of a sexual nature or containing statements or images which may be offensive to individuals in a particular protected group, such as racial or ethnic stereotypes or stereotypes about disabled individuals; or
- Physical conduct such as unwanted touching, assaulting, impeding, or blocking movements.

Sexual misconduct is strictly prohibited by the Employer. Sexual misconduct can include any inappropriate and/or illegal conduct of a sexual nature including, but not limited to, sexual abuse, sexual exploitation, sexual intimidation, rape, sexual assault, or ANY sexual contact or sexual communications with a minor (including, but not limited to, conduct or communications which are written, electronic, verbal, visual, virtual, or physical).

B. RESPONSIBILITIES

1. Supervisors

Each supervisor shall be responsible for ensuring compliance with this policy, including the following:

1. Monitoring the workplace environment for signs of unlawful discrimination, unlawful harassment, or sexual misconduct;
2. Immediately notifying their Executive and law enforcement where there is reasonable belief that the observed or complained of conduct violates the criminal laws of the State of Illinois;
3. Immediately notifying the Department of Children and Family Services (DCFS) Hotline (1-800-25-ABUSE or 1-800-252-2873) if the observed or complained of conduct involves the abuse of a minor;
4. Immediately stopping any observed acts of unlawful discrimination, unlawful harassment or sexual misconduct and taking appropriate steps to intervene, whether or not the involved employees are within their line of supervision;
5. Immediately reporting any complaint of unlawful harassment, unlawful discrimination, or sexual misconduct pursuant to the procedure set forth below; and
6. Taking immediate action to limit the work contact between the individuals when there has been a complaint of unlawful discrimination, unlawful harassment, or sexual misconduct, pending investigation.

2. Employees

Each employee is responsible for assisting in the prevention of unlawful discrimination, unlawful harassment, and sexual misconduct through the following acts:

1. Refraining from participation in, or encouragement of, actions that could be perceived as unlawful discrimination, unlawful harassment, or sexual misconduct;
2. Immediately reporting any violations of this policy pursuant to the procedure set forth below, law enforcement (if appropriate under the circumstances), and/or the Illinois Department of Children and Family Services (if appropriate under the circumstances). Employees are obligated to report violations of this policy as soon as they occur. An employee should not wait until the conduct becomes unbearable before reporting the prohibited conduct. All employees are obligated to report instances of prohibited conduct even if the conduct is merely observed and directed toward another individual and even if the other person does not appear to be bothered or offended by the conduct. All employees are obligated to report instances of prohibited conduct regardless of the identity of the alleged offender (e.g., man, woman, supervisor, elected official, co-worker, volunteer, vendor, member of public).

3. Encouraging any employee who confides that they are the victim of conduct in violation of this policy to report these acts pursuant to the procedure set forth below.

Failure to take action to stop known unlawful discrimination, unlawful harassment or sexual misconduct may be grounds for discipline up to and including termination of employment.

There is a clear line in most cases between a mutual attraction and a consensual exchange and unwelcome behavior or pressure for an intimate relationship. A friendly interaction between two persons who are receptive to one another is not considered unwelcome or harassment. Employees are free to form social relationships of their own choosing. However, when one employee is pursuing or forcing a relationship upon another who does not like or want it, regardless of friendly intentions, the behavior is unwelcome sexual behavior. An employee confronted with these actions is encouraged to inform the harasser that such behavior is offensive and must stop. You should assume that sexual comments are unwelcome unless you have clear unequivocal indications to the contrary. In other words, another person does not have to tell you to stop for your conduct to be harassment and unwelcome. Sexual communications and sexual contact with a minor are ALWAYS prohibited.

If another person advises you that your behavior is offensive and violates this policy, you must immediately stop the behavior, regardless of whether you agree with the person's perceptions of your intentions.

The Employer does not consider conduct in violation of this policy to be within the course and scope of employment and does not sanction such conduct on the part of any employee, including supervisory and management employees.

C. COMPLAINT PROCEDURES

The Employer takes allegations of unlawful discrimination, unlawful harassment, and sexual misconduct very seriously. It will actively investigate all complaints.

It is helpful for the employee to first directly inform the offending individual that the conduct is unwelcome and must stop. The employee should use the Employer's following complaint procedure to advise their Executive of any violation of this policy as soon as it occurs:

1. **Bringing a Complaint**

Any employee who believes that there has been a violation of this policy must bring the matter forward in one of the following ways:

1. The employee should file their complaint to any one or more of the following individuals: the employee's immediate supervisor, Executive, Kendall

County's Ethics Officer and/or their designee, and/or Kendall County's Inspector General. **For purposes of this policy, Kendall County's Ethics Officer is the Kendall County Administrator.** The employee may contact the County Administrator at the Kendall County Office Building 111 W. Fox St. Suite 316 Yorkville, Illinois 60560, or (630) 553-4171.

2. **If the alleged offender is the County Administrator:** the employee should file their complaint with the Kendall County Inspector General who shall act as Kendall County's Ethics Officer for all complaints made pursuant to this policy against the County Administrator. The employee may contact the Kendall County Inspector General at the Kendall County Sheriff's Office, 1102 Cornell Lane, Yorkville, Illinois 60560, or 630-381-9549. The Inspector General shall inform the County Board Chairperson of any complaints against the County Administrator. In the event the Inspector General receives a complaint made pursuant to this policy against anyone other than the County Administrator, the Kendall County Inspector General will forward the complaint to Kendall County's Ethics Officer (i.e., the County Administrator).

The employee should present their complaint as promptly as possible after the alleged violation of this policy occurs. While not required, The Employer encourages anyone who makes a complaint under this policy to submit their complaint in writing and attach any pertinent records to their complaint. This will assist Kendall County's Ethics Officer to oversee a prompt and thorough investigation.

2. **Resolution of a Complaint**

All complaints received pursuant to this policy shall be forwarded to Kendall County's Ethics Officer. Kendall County's Ethics Officer shall be responsible for overseeing all investigations of complaints made pursuant to this policy. Kendall County's Ethics Officer reserves the right to designate the Inspector General and/or another individual (other than the alleged offender) to assist Kendall County's Ethics Officer with the investigation of complaints received. Kendall County's Ethics Officer will take steps to ensure that complaints made are kept confidential to the extent permissible under the law.

Promptly after a complaint is received, the Employer will undertake such investigation, corrective and preventative actions as are appropriate. In general, the procedure in resolving any complaints made pursuant to this policy can (but will not necessarily) include any of the following items:

1. A meeting between the employee making the complaint and an individual designated by Kendall County's Ethics Officer to investigate such complaints (hereinafter referred to as "the investigator"). Important data to be provided by the complaining employee includes the following:

- a. A description of the specific offensive conduct;
 - b. Identification of all person(s) who engaged in the conduct;
 - c. The location where the conduct occurred;
 - d. The time when the conduct occurred;
 - e. Whether there were any witnesses to the conduct and, if so, the identities of all such witnesses;
 - f. Whether conduct of a similar nature has occurred on prior occasions and, if so, when and who witnessed the prior conduct;
 - g. Whether there are any documents that would support the complaining employee's allegations and, if so, provide a copy of said documents to the investigator; and
 - h. What impact the conduct had on the complaining employee.
2. *While not required, the Employer encourages anyone who makes a complaint under this policy to provide a written statement setting forth the above details and attaching any pertinent records to their complaint.*
 3. After a complaint is submitted by the employee, the alleged offending individual should be contacted by the investigator. The alleged offending individual should be advised of the charges brought against them. At some point during the investigation, the alleged offending individual should have an opportunity to explain their side of the circumstances, and may submit a written statement, if desired.
 4. Any witnesses identified by either the complaining employee or the alleged offending individual may be interviewed separately by the investigator.
 5. The investigator and/or their designee shall be responsible for gathering all documents and witness statements the investigator, in their sole discretion, deems necessary for the investigations. An employee's refusal to cooperate with the investigation will be deemed a violation of this policy.
 6. When investigating alleged violations of this policy, the investigator will look at the whole record including, but not limited to, the nature of the allegations, the context in which the alleged incidents occurred, and the statements of the parties and witnesses. A determination on the allegations is made from the facts on a case-by-case basis.

7. Once this investigation is completed, the investigator will provide an investigation summary to the Employer. The Employer will take such action as is appropriate based upon the information obtained in the investigation. In the event that the Employer finds merit in the charges made by the complaining employee, disciplinary action will be taken against the offending employee. This disciplinary action may, but need not necessarily, include:
 - a. Verbal or written reprimand;
 - b. Placing the offending employee on a corrective action plan for a period of time to be identified;
 - c. Delay in pay increases or promotions;
 - d. Suspending the offending employee from work without pay;
 - e. Demotion; and/or
 - f. Immediate termination.

If appropriate, the Employer will take other remedial action, as needed, to address any other concerns or issues raised in the investigation summary.

7. Upon completion of the investigation, the Employer will advise the complaining employee of the results of the investigation.

D. NON-RETALIATION

Under no circumstances will there be any retaliation against any employee (a) for making a complaint of unlawful discrimination, unlawful harassment, or sexual misconduct pursuant to this policy; (b) for engaging in protected activity under the Illinois Human Rights Act (775 ILCS 5/1 *et seq.*); and/or (c) for engaging in protected activity under the State Officials and Employees Ethics Act (5 ILCS 430/1 *et seq.*).

Also, pursuant to the Illinois Whistleblower Act (740 ILCS 174/1 *et seq.*), the Employer is prohibited from retaliating against any employee who (a) discloses information in a court proceeding, and administrative hearing, or before a legislative commission or committee, or in any other proceeding where the employee has reasonable cause to believe that the information discloses a violation of a state or federal law, rule or regulations; (b) refuses to participate in an activity that would result in a violation of a state or federal law, rule or regulation, including but not limited to violations of the Freedom of Information Act; and (c) is disclosing or attempting to disclose public corruption or wrongdoing.

Any act of retaliation by any party directed against a complaining employee, an accused employee, witnesses, or participants in the process will be treated as a separate and

distinct charge and will be similar investigated. Complaints of retaliation should be brought to the attention of the Employer pursuant to the complaint procedures set forth above in this policy. The employee should present the complaint of alleged retaliation as promptly as possible after the alleged retaliation occurs.

E. DISCIPLINE, FINES AND PENALTIES

In addition to any and all other discipline that may be applicable pursuant to the Employer's policies and procedures, any person who violates the prohibition on sexual harassment contained in 5 ILCS 430/5-65, may be subject to a fine of up to \$5,000 per offense, applicable discipline or discharge by the Employer and any applicable fines and penalties established pursuant to any applicable local ordinance, state law or federal law. Each violation may constitute a separate offense. Any discipline imposed by the Employer shall be separate and distinct from any penalty imposed by an ethics commission and any fines or penalties imposed by a court of law or a state or federal agency.

F. FALSE REPORTS PROHIBITED

It is a violation of this policy for an employee to knowingly make a false report of unlawful discrimination, unlawful harassment, sexual misconduct, or retaliation. An employee who is found to have knowingly made a false report is subject to disciplinary action up to and including termination of employment.

G. ADDITIONAL RESOURCES

If you have any questions concerning the Employer's policies on this matter, please see your immediate supervisor, Executive, the County Administrator, and/or Kendall County's Inspector General. Also, information may also be obtained from the Illinois Department of Human Rights (IDHR), 312-814-6200 or the U.S. Equal Employment Opportunity Commission (EEOC), 800-669-4000. Confidential reports of unlawful harassment or unlawful discrimination may also be filed with these agencies. For matters involving the abuse of minors, the Illinois Department of Children and Family Services (DCFS) may be contacted by dialing 800-25-ABUSE.



Kendall County Agenda Briefing

Meeting Type: Human Resources and Insurance
Meeting Date: 10/7/2024
Subject: Revised Insurance Benefits Policy (Section 7.1 in the Kendall County Employee Handbook) effective 1/1/2025
Prepared by: Leslie Johnson, Human Resources Director
Department: Human Resources Department

Action Requested:

Approval to forward the revised Insurance Benefits Policy (Section 7.1 in the Kendall County Employee Handbook), effective 1/1/2025, to the Kendall County Board for approval.

Board/Committee Review:

N/A

Fiscal impact:

N/A

Background and Discussion:

The attached revised Insurance Benefits Policy would replace the existing policy in Section 7.1 of the Kendall County Employee Handbook effective 1/1/2025. The proposed changes provide employees with guidance about when and how to notify the County's benefits administrator of changes to personal status to add/remove dependents to any of the County's employee benefit plans. This addition to the County's existing Insurance Benefits Policy was recommended by IPBC.

Staff Recommendation:

Approval to forward the Revised Insurance Benefits Policy (Section 7.1 in the Kendall County Employee Handbook), effective 1/1/2025, to the Kendall County Board for approval.

Attachments:

1. Revised Insurance Benefits Policy (Section 7.1 in the Kendall County Employee Handbook), effective 1/1/2025

Section 7.7	Insurance Benefits
<u>Effective Date:</u> 09/01/2022 <u>11/21/2023</u> <u>1/1/2025</u> <u>Last Amended Date:</u> <u>11/21/2023TBD</u>	<u>Source Doc/Dep.:</u> None/HR

Section 7.7 INSURANCE BENEFITS

Kendall County provides life insurance, accidental death and dismemberment insurance, medical and hospitalization insurance, dental insurance, and vision insurance to eligible employees of the Employer. Plan documents for specific benefits are available through Kendall County’s benefits administrator. Dependent coverage at group rates is available. Temporary or regular part-time employees, interns, volunteers, and independent contractors are not eligible for these insurance benefits, except those grandfathered under previous policy of Kendall County or as otherwise provided by law.

A. ELIGIBILITY

To be eligible for 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.

At the employee’s option, the employee may elect coverage through any one of the applicable health insurance plans made available by the Employer. An employee will have up to thirty (30) days from the start of your employment to make their health insurance plan election. Once made, the employee’s election is generally fixed for the remainder of the plan year. However, if a qualifying event (as defined under [the Consolidated Omnibus Budget Reconciliation Act \(COBRA\)](#)) occurs, an employee may make a mid-year change in coverage.

A.B. HEALTH SAVINGS ACCOUNTS

One type of health insurance plan the Employer may choose to offer in any given plan year is a high deductible health plan with a health savings account option (“HDHP-HSA” plan). If the Employer chooses to offer this type of health insurance plan in a given plan year, the Employer may also choose to contribute monies into eligible employees’ health savings account in an amount and disbursement date(s) set by the County Board, subject to applicable federal and state laws and collective bargaining agreement(s).

If an employee enrolled in such a HDHP-HSA plan receives a contribution to their health savings account from their Employer and, then, voluntarily terminates their coverage under said plan mid-year while continuing to remain an active employee, the employee

will not be eligible to receive any subsequent health savings account contributions from the Employer for the next two (2) subsequent plan years, unless the employee has obtained a waiver for good cause shown (as explained below) or unless otherwise waived pursuant to an applicable law, regulation, and/or collective bargaining agreement(s).

To obtain a waiver, the employee must submit a written request to the Kendall County Human Resources and Insurance Committee (“HR Committee”) within sixty (60) calendar days after the employee voluntarily terminated their coverage mid-plan year. The employee’s written request must explain why good cause exists for the HR Committee to waive the two (2) year period referenced above. Upon receipt of such a written request, the HR Committee will review the employee’s request and make a final determination as to whether good cause exists to waive the two (2) year period. Health insurance coverage shall commence thirty (30) calendar days following the employee’s starting date of employment and shall cease on the last day of the month in which any of the following events occur: the employee’s final day of employment; when regularly scheduled hours are reduced below 30 hours per week; or upon another “qualifying event” as defined under the Consolidated Omnibus Budget Reconciliation Act (“COBRA”).

B.C. BENEFITS

Summary plan descriptions (SPDs) which explain coverage of eligible health, dental, vision and life insurance benefits in greater detail are available through Kendall County’s benefits administrator. The actual plan documents are the final authority in all matters relating to benefits described in this Employee Handbook or in the summary plan descriptions and will govern in the event of any conflict. The Employer and the County Board reserve the right to change insurance carriers, change health maintenance organizations, self-insure, and/or change or eliminate any benefits at any time, provided such changes are made in accordance with applicable law.

D. COBRA

If an eligible employee would otherwise lose group coverage because of a qualifying event as defined ~~under COBRA by applicable law~~, the employee and/or qualifying dependents may be eligible to continue such coverage under the Employer’s plan for such period of time as prescribed by law and applicable plan documents. The Employer will notify the employee of the time period for which continuation coverage may be provided, depending upon the employee’s qualifying event.

E. NOTIFICATION OF CHANGES TO PERSONAL STATUS

Employees must notify the Employer’s Benefits Administrator **within thirty (30) calendar days** of any change in personal status to add/remove dependents to any of the employee benefit plans. Such changes can be emailed to Benefits@kendallcountyiil.gov.

When notifying the Employer’s Benefits Administrator of any change in personal status to add/remove dependents to any of the employee benefit plans, employees must provide the following required information:

1. FOR ADDITION OF DEPENDENTS:

<u>Life Event</u>	<u>Information to be Provided to County’s Benefit Administrator</u>
<u>For a marriage or civil union:</u>	<ol style="list-style-type: none"> <u>1. The spouse’s name, date of birth, and social security number.</u> <u>2. A copy of the marriage license or verification of the civil union.</u>
<u>For the birth of a child:</u>	<ol style="list-style-type: none"> <u>1. The child’s name, date of birth, and social security number.</u> <u>2. A copy of the birth certificate.</u> <p><i><u>The notification of birth must be provided within 30 calendar days after the birth of child. A copy of the birth certificate must be provided within 90 calendar days.</u></i></p>
<u>For the adoption of a child:</u>	<ol style="list-style-type: none"> <u>1. The child’s name, date of birth, and social security number.</u> <u>2. A copy of the adoption certificate or court documentation verifying a completed adoption or a letter of placement from an adoption agency or an attorney verifying the adoption is in progress.</u>
<u>For foster placement of a child:</u>	<ol style="list-style-type: none"> <u>1. The child’s name, date of birth, and social security number.</u> <u>2. A court order or other legal document placing the child with the employee or eligible Spouse/Domestic Partner who is a licensed foster parent.</u>
<u>For a disabled child (over the age of 26):</u>	<ol style="list-style-type: none"> <u>1. The child’s name, date of birth, and social security number.</u> <u>2. Birth, adoption, foster placement documentation as noted above.</u> <u>3. Copy of page 1 of federal tax return demonstrating that the child is principally dependent on employee, for support and maintenance.</u> <p><i><u>Note: additional verification will be required through the health plan provider.</u></i></p>

<u>Life Event</u>	<u>Information to be Provided to County's Benefit Administrator</u>
<u>For other dependent children for whom the employee has legal custody:</u>	<ol style="list-style-type: none"> <u>1. The child's name, date of birth, and social security number.</u> <u>2. A court order or other legal document granting custody of the child to the employee. <i>The documentation must verify the employee has legal guardianship responsibility for the child, not merely financial responsibility.</i></u>
<u>Military eligible personnel (to age 30)</u>	<ol style="list-style-type: none"> <u>1. The dependent's name, date of birth, and social security number.</u> <u>2. Birth, adoption, foster placement documentation as noted above.</u> <u>3. DD form 214, proof of honorable discharge.</u>

2. FOR REMOVAL OF DEPENDENTS

<u>Life Event</u>	<u>Information to be Provided to County's Benefit Administrator</u>
<u>Divorce</u>	<ol style="list-style-type: none"> <u>1. The date of the divorce</u> <u>2. A copy of the first and last page of the divorce decree from the court documenting the date.</u> <p><u>Note: Ex-spouses are not eligible to be on the benefit plan(s) even if the employee has an order to provide health coverage to the ex-spouse.</u></p>
<u>Death</u>	<u>1. A copy of the death certificate</u>
<u>Age limit (age 26 or age 30 for military personnel)</u>	<u>1. Notification of the date the dependent has reached the age limit of 26 or, for military personnel, age 30.</u>
<u>Dependent gains coverage elsewhere</u>	<u>1. Notification of the date the dependent gains coverage elsewhere.</u>

Benefits to a new dependent may be denied if the employee does not notify the Employer's Benefits Administrator within 30 days of a change and provide proper documentation.

Further, failure to notify the Employer's Benefits Administrator of a dependent who should be removed from coverage (e.g. divorce, dependent is no longer eligible, etc.) may result in the employee being charged the full premium for coverage of the dependent for the duration of their ineligible coverage and/or reimbursement for the full cost of the medical, dental, and prescription expenses paid out by the Employer's plan during the ineligible period. Employees who fail to provide a mandatory notification to the Employer's Benefits Administrator within the 30-day period may also be disciplined, up to and including termination of employment.



Kendall County Agenda Briefing

Meeting Type: Human Resources and Insurance
Meeting Date: 10/7/2024
Subject: Revised Organizational Chart and Headcount
Prepared by: Leslie Johnson, Human Resources Director
Department: Human Resources Department

Action Requested:

To forward the Revised Organizational Chart and Headcount to the County Board for approval.

Board/Committee Review:

N/A

Fiscal impact:

Estimated starting salary = \$21.00/hour. Scheduled to work 28 hours/week.

Background and Discussion:

The attached Revised Organizational Chart and Headcount updates the County's organizational chart and headcount to include a part-time GIS Cadastral Technician position.

Staff Recommendation:

Approval to forward the Revised Organizational Chart and Headcount to the County Board for approval.

Attachments:

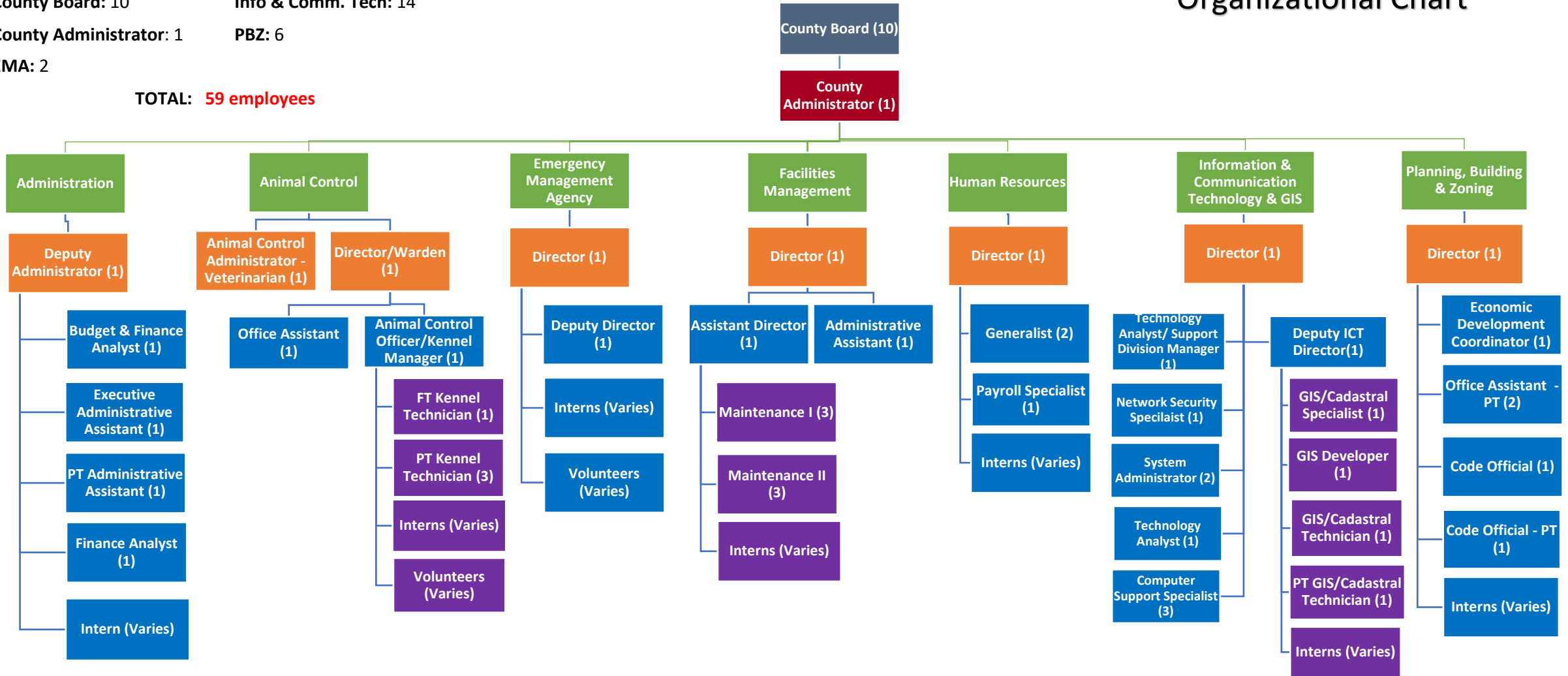
1. Revised Organizational Chart and Headcount

APPROVED HEADCOUNT

Administration: 5 Facilities: 9
 Animal Control: 8 Human Resources: 4
 County Board: 10 Info & Comm. Tech: 14
 County Administrator: 1 PBZ: 6
 EMA: 2

TOTAL: 59 employees

Kendall County, Illinois Organizational Chart



All positions listed are full-time unless otherwise noted above.

Approved: 09/17/2024 (Revised: In Progress)