



## Human Resources Committee

Tammy Rich-Stimson, Chairman  
James Carius Community Room  
101 S. Capitol Street  
Pekin, Illinois 61554  
Tuesday, February 20, 2024

- I. Roll Call
  - II. Approve minutes of the January 23, 2024 meeting
  - III. Public Comment
  - IV. Unfinished Business
  - V. New Business
- HR-24-03      a.      Recommend to approve a Performance of Recovery Services Addendum with The Phia Group, LLC and Consociate
- HR-24-08      b.      Recommend to approve the reclassification of the position of EMA Deputy Director
- VI. Reports and Communications
  - VII. Recess

Members: Chairman Rich-Stimson, Mike Harris, Bill Atkins, Michael Deppert, Sam Goddard, Nick Graff, Randi Krehbiel, Greg Longfellow, Greg Menold, Dave Mingus, Nancy Proehl, Max Schneider

*Minutes pending committee approval*



**HUMAN RESOURCES COMMITTEE**

James Carius Community Room  
Tuesday, January 23, 2024 – 4:24 p.m.

Committee Members Present: Chairman Tammy Rich-Stimson, Vice-Chairman Mike Harris, Bill Atkins, Michael Deppert, Nick Graff, Greg Longfellow, Greg Menold, Dave Mingus, Nancy Proehl

Committee Members Absent: Samuel Goddard, Randi Krehbiel, Max Schneider

Others Attending: Mike Deluhery, County Administrator

**MOTION**

**MOTION BY MEMBER MINGUS, SECOND BY MEMBER DEPERT** to approve the minutes of the November 7, 2024 meeting.

On voice vote, **MOTION CARRIED UNANIMOUSLY**

**MOTION**

**HR-24-01 MOTION BY MEMBER ATKINS, SECOND BY MEMBER LONGFELLOW** to approve the salary for the Chief Public Defender

Administrator Mike Deluhery stated that this is a state law requirement wherein they set the salary at an amount which is 90% of the annual compensation for the State's Attorney as of July 1, 2023.

On voice vote, **MOTION CARRIED UNANIMOUSLY**

**MOTION**

**HR-24-02 MOTION BY MEMBER GRAFF, SECOND BY MEMBER ATKINS** to approve the salary for the Sheriff

Administrator Mike Deluhery stated that this is a state law requirement wherein they set the salary at an amount which is 80% of the annual compensation for the State's Attorney as of July 1, 2023.

On voice vote, **MOTION CARRIED UNANIMOUSLY**

**MOTION**

**HR-24-04 MOTION BY MEMBER ATKINS, SECOND BY MEMBER LONGFELLOW** to approve health plan changes and additions

Human Resources Director Angela Hutton provided an overview of the plan changes and additions including maximum benefit amounts for Class 1, Class 2,

and Class 3 services, orthodontics, over-the-counter breast pumps, and wigs for alopecia patients, burn victims, and chemotherapy and radiation therapy patients. She stated that a recommended change effective December 1, 2024 is the Class 4 services (orthodontics) will change from dependents under the age of 23 to dependents under the age of 21.

On voice vote, **MOTION CARRIED UNANIMOUSLY**

**MOTION**

**HR-24-05 MOTION BY MEMBER ATKINS, SECOND BY MEMBER DEPERT** to approve creation of Substance Use Disorder Counselor

Administrator Deluhery stated that they have been coordinating with Judge Doscotch and Sheriff Lower on preparing a job description.

Judge Doscotch stated that there is a dire need for a substance use counselor in the county. He stated that about 75% of the cases in the county involve people with substance use issues.

Member Graff voiced his concern that this position is being graded a 16, which, in his opinion, does not fit when our current salary schedule. He stated that it was his opinion that the position should be graded lower than a 16 and if Korn Ferry grades it higher, it can be raised.

**MOTION**

**MOTION BY MEMBER GRAFF, SECOND BY MEMBER ATKINS** to amend the Resolution to change the position from a Grade 16 to a Grade 14.

Human Resources Director Angela Hutton stated that the position is currently being reviewed by Korn Ferry and she is hoping to hear from them in the next few days.

Administrator Mike Deluhery stated that the position was compared to other health department positions that required a Master's degree.

On roll call vote to amend, **MOTION CARRIED**

Chairman Rich-Stimson, Vice-Chair Harris, and Members Menold and Proehl voted nay.

On voice vote, **MOTION AS AMENDED CARRIED**

Vice-Chair Harris voted nay.

**MOTION**

**HR-24-06 MOTION BY MEMBER ATKINS, SECOND BY MEMBER LONGFELLOW** to approve the Service Award Certificates for FY23

County Clerk John Ackerman recommended a motion to amend and remove the line pertaining to him as the information is inaccurate.

**MOTION**    **MOTION BY MEMBER ATKINS, SECOND BY MEMBER GRAFF** to amend the Resolution to remove the line pertaining to John Ackerman.

On voice vote to amend, **MOTION CARRIED UNANIMOUSLY**

On voice vote, **MOTION AS AMENDED CARRIED UNANIMOUSLY**

**MOTION**    **MOTION BY MEMBER ATKINS, SECOND BY MEMBER MENOLD** to move the Committee into Executive Session under 5 ILCS 120/2(c)(2) – Collective Bargaining or Salary Schedules at 4:45 p.m.

On voice vote, **MOTION CARRIED UNANIMOUSLY**

Chairman Rich-Stimson moved the Committee out of Executive Session at 5:00 p.m.

**RECESS**    Chairman Rich-Stimson recessed the meeting at 5:00 p.m.

(transcribed by S. Gulette)

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

Your Human Resources Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

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**RESOLUTION**

WHEREAS, the County’s Human Resources Committee recommends to the County Board to approve a Performance of Recovery Services Addendum with The Phia Group, LLC and Consociate; and

WHEREAS, The Phia Group will handle recovery matters, including subrogation, overpayment recovery, and other recovery collection activities; and

WHEREAS, The Phia Group will retain twenty-five percent (25%) out of any sum recovered regardless of the manner of recovery, as its fee; and

THEREFORE BE IT RESOLVED that the County Board approve the recommendation.

BE IT FURTHER RESOLVED, the County Board authorizes the County Board Chairman to sign all documents relating to this agreement.

BE IT FURTHER RESOLVED, that the County Clerk notifies the County Board Office, Human Resources, Payroll, and the Auditor of this action.

PASSED THIS 28<sup>th</sup> DAY OF FEBRUARY, 2024.

ATTEST:

\_\_\_\_\_  
Tazewell County Clerk

\_\_\_\_\_  
Tazewell County Board Chairman

**BUNDLED SERVICES AGREEMENT –  
PARETO CAPTIVE SERVICES, LLC CLIENTS**

This Bundled Services Agreement (the “Agreement”) is effective 12/1/2023 (the “Effective Date”), by and between The Phia Group, LLC and its affiliates (collectively, “The Phia Group”), and Tazewell County (“Client”). The Phia Group and Client may be referred to in the singular as “Party” or in the plural as “Parties.”

WHEREAS, The Phia Group is a provider of Independent Consultation and Evaluation (“ICE”) services , and Plan Drafting services (collectively, the “Phia Services”); and

WHEREAS, Client seeks to utilize the Phia Services per the terms set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

**I. Phia Services**

**a. Independent Consultation and Evaluation (“ICE”) Services**

1. *Key Terms.* Definitions provided in Exhibit I:

- i. Consultation/Consultative Services
- ii. Gap Free Review
- iii. Participant
- iv. Phia Certification
- v. Plan
- vi. Plan Document

2. *Responsibilities of The Phia Group*

- i. Upon Client’s written request (email is sufficient), The Phia Group shall provide case-by-case Consultative Services to Client. The Phia Group shall have discretion to determine whether an item referred by Client falls within the applicable scope of the ICE services.
- ii. Upon Client’s written request (email is sufficient), once a year, The Phia Group shall perform one (1) Gap Free Review on behalf of Client.
- iii. Upon Client’s written request (email is sufficient), once a year, The Phia Group shall perform a Phia Certification for each of Client’s eligible Plan Document(s).
- iv. The Phia Group will issue its consultative responses to Client’s requests, within a reasonable timeframe and pursuant to reasonable deadlines.

**b. Plan Document Drafting Services**

1. *Plan Document Drafting Requests*

- i. Client may refer plan document drafting requests to The Phia Group in writing (e-mail is preferred) at [pgcreferral@phiagroup.com](mailto:pgcreferral@phiagroup.com) or via fax at 781-535-5656.

- ii. The Phia Group will acknowledge receipt of the request before providing a scope of the project, as well as an estimated turnaround time. Upon receiving Client's written approval to proceed, The Phia Group shall begin the project.
- iii. The Phia Group reserves the right to refuse a plan document drafting request with reasonable, written justification provided to Client.

2. *Plan Document Overview Assessment.*

Upon Client's submission of a standard plan document to The Phia Group for purposes of providing an overview assessment, The Phia Group will review the plan document and provide an initial assessment memorandum addressing potential areas of concern, including a consultation phone call.

3. *Plan Document Drafting and Review*

- i. The Phia Group will, upon Client's written request, provide:
  - (1) Plan Document Provision Review and Revision
    - i. In redline format (track changes function), The Phia Group will update Client's plan document(s) to comply with all ACA plan regulations and to add The Phia Group's recommended cost-containment provisions.
    - ii. The Phia Group requires a Microsoft Word Document version of the plan document.
  - (2) Single Plan Document and Summary Plan Description ("SPD") Checklist
    - iii. The Phia Group will craft individual plan documents for Client, utilizing answers provided by Client via a checklist, including the following plan document options:
      - iv. Preventive Care Only Plan
      - v. Wrap Document
  - (3) Summary of Benefits and Coverage ("SBC") Request
    - vi. The Phia Group will create a Summary of Benefits and Coverage ("SBC") for Client.

4. *Limited Warranty.*

The Phia Group warrants that at the time they are produced, plan documents produced by The Phia Group meet the requirements of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), the Affordable Care Act ("ACA"), and any applicable federal regulations promulgated thereunder. In the event of any change in the foregoing federal requirements, Client is responsible for obtaining the necessary updates to its plan documents that have already been produced. In the event Client makes any changes to a plan document that are not reviewed and approved by The Phia Group, this limited warranty shall be void. Client is exclusively responsible for carefully reviewing all plan documents produced by The Phia Group to confirm their accuracy and suitability for the needs of Client.

## **II. General Terms**

### **a. Term and Termination.**

This Agreement will remain in effect for an Initial Term of one (1) year from the Effective Date and cannot be terminated by either Party during the Initial Term unless such termination is “for cause.” In the event that either Party (the “Breaching Party”) is in breach of any of its material obligations under this Agreement, the non-breaching Party may terminate this Agreement “for cause” by providing fifteen (15) days’ prior written notice (the “Notice Period”) to the Breaching Party, specifying the breach and its claim for right to terminate; provided, however, that the termination shall not become effective at the end of the Notice Period if the Breaching Party cures the breach complained about during the Notice Period. Upon the expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year periods (each, an “Additional Term”) until terminated by either Party (i) “for cause,” as set forth in this Section II.a; or (ii) for any or for no reason, upon sixty (60) days’ prior written notice to the other Party. Notwithstanding the foregoing, this Agreement shall be terminated in the event that (a) the Memorandum of Understanding for Bundled Services (“MOU”) between Pareto Captive Services, LLC and The Phia Group is terminated for any reason, with the effective date of such termination being the same as the effective date of the termination of the MOU; or (b) in the event that Client terminates its relationship with Pareto Underwriting Partners, LLC, with the effective date of such termination being the same as the effective date of the termination of Client’s relationship with Pareto Underwriting Partners, LLC.

### **b. Survival.**

The provisions of this Agreement which expressly or by their nature survive expiration or termination of this Agreement shall remain in effect after the expiration or termination of this Agreement.

### **c. Confidential Information.**

During the term of this Agreement, The Phia Group and the Client may have access to confidential information relating to such matters as either Party's business, trade secrets, systems, procedures, manuals, products, contracts, personnel, and clients. As used in this Agreement, "Confidential Information" means information belonging to The Phia Group or Client which is of value to such Party and the disclosure of which could result in a competitive or other disadvantage to either Party, including, without limitation, financial information, business practices and policies, know-how, trade secrets, market or sales information or plans, customer lists, business plans, and all provisions of this Agreement. “Confidential Information” also includes Protected Health Information (PHI), as the term is defined under HIPAA. Confidential Information does not include: (i) information that was known to the receiving Party before receipt thereof from or on behalf of the disclosing party ("Disclosing Party"); (ii) information that is disclosed to the receiving Party ("Receiving Party") by a third person who has a right to make such disclosure without any obligation of confidentiality to the Disclosing Party; (iii) information that is or becomes generally known in the trade without violation of this Agreement by the Receiving Party; or (iv) information that is independently developed by the Receiving Party or its employees or affiliates without reference to the Disclosing



Party's information. Each Party will protect the other's Confidential Information in accordance with all applicable law (including, without limitation, HIPAA, and its implementing regulations) and with at least the same degree of care it uses with respect to its own Confidential Information, and will not use the other Party's Confidential Information other than in connection with its obligations hereunder. Notwithstanding the foregoing, a Party may disclose the other's Confidential Information if: (i) required by law, regulation or legal process or if requested by any applicable governmental agency or self-regulatory organization; (ii) it is advised by counsel that it may incur liability for failure to make such disclosure; or (iii) requested by the other Party; provided that in the event of (i) or (ii) above the Disclosing Party shall give the other Party reasonable prior notice of such disclosure to the extent reasonably practicable and cooperate with the other Party (at such other Party's expense) in any efforts to prevent such disclosure.

d. **LIMITATION OF LIABILITY.**

**EXCEPT AS MAY OTHERWISE BE EXPLICITLY SET FORTH HEREIN, THE PHIA GROUP, WHEN PROVIDING THE PHIA SERVICES SET FORTH HEREIN, SHALL ONLY BE RESPONSIBLE FOR DAMAGES ARISING FROM AND OCCURRING DUE TO THE PHIA GROUP'S BREACH OF THIS AGREEMENT, BREACH OF WARRANTY, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR VIOLATION OF APPLICABLE LAW IN PROVIDING THE PHIA SERVICES. THE PHIA GROUP IS NOT RESPONSIBLE FOR ANY CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES OR LOST PROFITS, UNLESS CAUSED BY PHIA'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR UNAUTHORIZED USE OR DISCLOSURE OF PHI. IN ANY INSTANCE WHERE THE PHIA GROUP PROVIDES PHIA SERVICES UNDER THIS AGREEMENT, AND, AS A RESULT OF PROVIDING THE PHIA SERVICES, INCURS LIABILITY THROUGH ITS ACTIONS, THE PHIA GROUP'S LIABILITY SHALL BE LIMITED TO ONE MILLION DOLLARS (\$1,000,000) PER INSTANCE, OTHER THAN FOR DAMAGES ARISING FROM ANY UNAUTHORIZED USE OR DISCLOSURE OF PHI BY PHIA OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS.**

e. Not a Fiduciary.

Client understands and acknowledges that The Phia Group's performance of the Phia Services, except as otherwise explicitly provided for above, does not cause The Phia Group to become a "fiduciary" for any benefit plan sponsored or administered by Client.

f. Not a Plan Administrator.

Client understands and acknowledges that all legal obligations regarding the administration of a plan are the sole obligations of the plan and/or Client, and in no event shall The Phia Group be responsible for any legal obligations regarding the administration of the plan.

g. Disclaimers.

1. Client understands and acknowledges that The Phia Group's performance of the Phia Services does not constitute providing legal advice. No attorney-client relationship shall exist as between The Phia Group and Client under the scope of this Agreement. Retention of The Phia Group as consultants does not constitute retention of legal representation. The Phia Services are provided based on the mutual understanding that The Phia Group is not a law firm and is not providing tax or legal advice. Instead, The Phia Group will assist Client and provide advice solely in a consulting capacity. The applicable plan sponsor and/or plan administrator is solely responsible, and The Phia Group is not responsible, for the compliance and content of, and payment of benefits as specified within, any plan documents created or distributed. As with all issues involving interpretation or application of laws and regulations, Client and its plan(s) should rely on their own legal counsel for authoritative guidance. By executing this Agreement, Client acknowledges that The Phia Group provides consulting services only and does not function as legal counsel, attorney, or representative of Client or any other party.
2. Except as may otherwise be explicitly set forth herein, Client acknowledges that The Phia Group makes no warranty, express or implied, with respect to any rights, property, or data transferred hereunder, including, but not limited to, any express or implied warranty of fitness for a particular purpose.

h. Governing Law.

This Agreement and the rights and obligations of the Parties under this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to its principles regarding conflicts of law.

i. Arbitration.

All disputes under this Agreement shall be settled by arbitration in Pennsylvania, before a single arbitrator pursuant to the rules of the American Arbitration Association. Arbitration may be commenced at any time by either Party giving written notice to the other Party that such dispute has been referred to arbitration under this section. The arbitrator shall be selected by the joint agreement of the Parties, but if they do not agree within twenty (20) days after the date of the notice referred-to above, the selection will be made pursuant to the rules maintained by the association. Any award rendered by the arbitrator will be conclusive and binding upon the Parties and is to be accompanied by a written opinion of the arbitrator giving the reasons for this award. This provision for arbitration will be specifically enforceable by the Parties. The decision of the arbitrator will be final and binding and there will be no right of appeal. Each Party will pay its own expenses of arbitration.

j. Indemnification.

Each Party hereby agrees to indemnify, defend, and hold harmless the other Party from and against any and all claims, losses, demands, liabilities, costs and expenses (including reasonable attorney's fees and costs and expenses related thereto) suffered or incurred by the damaged Party as a result of, or in connection with, any third party claims to the

extent caused by breach of this Agreement, fraud, negligence of any type or degree, willful misconduct, or violation of any applicable law of/by the indemnifying Party or its directors, officers, employees, or agents in performing the indemnifying Party's obligations under this Agreement.

k. Force Majeure.

Neither Party will be liable for any failure or delay in performance of its obligations hereunder by reason of any event or circumstance beyond its reasonable control, including, but not limited to: acts of god, war, riot, strike, labor disturbance, fire explosion, telephone network failure(s), flood or shortage or failure of suppliers. If any delay in performance under this section continues for more than sixty (60) consecutive days, the unaffected Party will have the right to terminate this Agreement with ten (10) days' prior written notice to the affected Party, unless the affected Party is able to remedy its circumstances within the 10-day notice period.

l. Waiver.

Failure to enforce the performance of any provision of this Agreement will not constitute a waiver of rights to subsequently enforce such provision or any other provision. No waiver of any provision of the Agreement will be effective unless in writing.

m. Notices.

All notices hereunder shall be in writing (email is sufficient). Notice shall be deemed to be given upon receipt. Notices shall be submitted to the Parties at their respective email addresses or physical addresses as communicated by the Parties.

n. Amendment. This Agreement may be modified, amended or supplemented only by a writing signed by the authorized representatives of both Parties to this Agreement. Such amendments, modifications or supplements are incorporated into and made a part of this Agreement.

o. Independent Contractors.

The relationship between the Parties is that of independent contractors. Neither Party is intended to be an employee or employer of, nor joint venturer with, the other Party; and except as otherwise specifically contemplated herein, neither Party shall function as an agent of the other Party. Each Party hereto shall be responsible for its own activities and those of its employees and agents.

p. Integration.

The Parties acknowledge that they have read this Agreement in its entirety and understand and agree to be bound by its terms and conditions. This Agreement constitutes a complete and exclusive statement of the understanding between the Parties with respect to its subject matter. This Agreement supersedes any and all other prior communications between the Parties, whether written or oral. Any prior agreements, promises, negotiations or representations related to the subject matter of this Agreement, which are not expressly set forth in this Agreement, are of no force and effect.

q. Authority.

Each Party represents and warrants to the other Party that the signatory identified beneath its name below has authority to execute this Agreement on its behalf. This Agreement shall be binding upon the Parties hereto and their successors and assigns; provided, however, that neither Party may assign their rights or obligations hereunder without the prior written consent of the other Party, which consent may not be unreasonably withheld, conditioned, or delayed.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Effective Date set forth above.

**The Phia Group, LLC**

**Tazewell County**

Signature: Ron Peck  
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Signature: \_\_\_\_\_

Name: Ron Peck

Name: \_\_\_\_\_

Title: CLO

Title: \_\_\_\_\_

Date: 02/12/2024

Date: \_\_\_\_\_

## EXHIBIT 1

### DEFINITIONS

Capitalized terms which are not otherwise defined in this Exhibit 1 shall have the meanings set forth in the Employee Retirement Income Security Act of 1974 (“ERISA”) or other applicable law. Otherwise, the terms defined in this Exhibit 1 shall have the following meaning(s):

#### **Independent Consultation and Evaluation (“ICE”) Services**

I. Consultation – For purposes of this Agreement, “Consultation” shall be understood to mean any consultative or evaluative act, undertaken by The Phia Group, under the specific scope of Section I(a), to include: consultation on matters relevant to Plan Documents including regulatory compliance, claim evaluation and analysis including claims payment and eligibility issues, performance of The Phia Group’s Gap Free Review, performance of Phia’s Certification service, Plan-related dispute resolution, administrative service agreement guidance, network interaction, stop-loss disputes, consultation regarding Plan construction, and matters generally related to Plan administration (the “Consultative Services”). Consultation/Consultative Services shall not include any plan drafting services such as Plan Document creation, revision or customization, which are instead set forth in Section I(c) of the Bundled Services Agreement.

II. Gap Free Review – Comparison of pertinent Plan-related documents (*e.g.*, Plan Documents, stop-loss policies, PPO agreements, administrative services agreements, employee handbooks) to one another to identify “gaps” in coverage created by discrepancies between the documents.

III. Participant – Any employee (or former employee/retiree, if applicable) of Client, the employee’s eligible dependents, or any other person(s) eligible to submit claims to a Plan and receive benefits from a Plan.

IV. Phia Certification – Review of a Plan’s governing Plan Document(s) to ensure they meet The Phia Group’s standards for subrogation and regulatory compliance.

V. Plan – A benefit plan, as offered by Client and which is established for the benefit of Participants.

VI. Plan Document – The document governing, and setting forth the benefits of, the applicable Plan; for purposes of Section I(a), it shall include controlling certificates of insurance, policies, and/or summary plan descriptions, as well as applicable amendments.

## PERFORMANCE OF RECOVERY SERVICES ADDENDUM

This Performance of Recovery Services Addendum (the “Addendum”) is entered into as of December 1, 2023 (the “Effective Date”) by and between The Phia Group, LLC (“PHIA”), a Massachusetts Limited Liability Company, Consociate (“CONSOCIATE”), and Tazewell County (“CLIENT”).

### **1. Integration**

This Addendum will be integrated into and with the Performance of Recovery Services Agreement (the “Agreement”) between PHIA and CONSOCIATE dated July 1, 2012. By signing this Addendum, the CLIENT agrees with the terms of the Agreement between PHIA and CONSOCIATE, which is attached to this Addendum.

### **2. PHIA’s Fee for Services Performed**

PHIA will retain twenty-five percent (25%) out of any sum recovered on behalf of CLIENT, regardless of the manner of recovery, as its fee.

### **3. Trial Decisions**

It will be the CLIENT’s decision to litigate a particular case. The CLIENT will use good faith to decide whether to pursue such litigation and disburse reasonable related expenses upon settlement. PHIA will seek the CLIENT’s authority to file suit if it is deemed necessary to collect the recovery or if PHIA deems a case in need of adjudication by trial or appeal. PHIA will also seek filing, service, and related expenses from the CLIENT.

### **4. Case Closure**

The CLIENT has the right to request that PHIA close any particular case or cases (subsequent to PHIA identifying said case[s] or acceptance of said case[s] via referral, investigating and/or activating said case[s] and beginning application of the applicable services), and thereby halt recovery efforts. CLIENT may not, however, itself or through an agent then reopen said case(s) (case[s] that had been in possession of PHIA and about which PHIA had provided some of the aforementioned services prior to said case[s]’ closure), and subsequently resume recovery efforts regarding that particular case or cases, either themselves or via another entity other than PHIA, without owing to PHIA its fee; specifically, applying the aforementioned fee to the amount eventually recovered arising from said case or cases by CLIENT or a third party retained by CLIENT. If the CLIENT terminates its relationship with PHIA and/or CONSOCIATE and thusly instructs PHIA to cease application of the services, close the case(s) in its possession, return those case(s) to CLIENT, and CLIENT subsequently pursues recovery of funds in those case(s) – itself or through a third-party, PHIA retains rights in contract and equity against the CLIENT for the fee owed as stated above; only in relation to those case(s) that had previously been in PHIA’s possession and calculated based upon the actual amount(s) eventually recovered by CLIENT in those specific case(s).

### **5. Authority**

Each party represents and warrants to the other parties that the signatory identified beneath its name below has authority to execute this Addendum on its behalf.

The parties, intending to be legally bound, have executed and delivered this Addendum as of the Effective Date set forth above. In Witness whereof, we set our hands and seals:

**The Phia Group, LLC**

**CLIENT** \_\_\_\_\_

Signature: Ron Peck

Signature: \_\_\_\_\_

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Name: **Ron Peck**

Name: \_\_\_\_\_

Title: **CLO**

Title: \_\_\_\_\_

Date: **02/12/2024**

Date: \_\_\_\_\_

**Consociate**

Signature: Terry Lovekamp

F843BA6A8EFE597DD263D8F0CF7253E2 contractworks.

Name: **Terry Lovekamp**

Title: **CFO**

Date: **02/09/2024**

**COMMITTEE REPORT**

HR-24-08

Mr. Chairman and Members of the Tazewell County Board:

Your Human Resources Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

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**RESOLUTION**

WHEREAS, the County's Human Resources Committee recommends to the County Board to regrade a position, EMA Deputy Director; and

WHEREAS, this part-time position originally had no grade and the previous employee holding this position earned an hourly wage of \$14.83; and

WHEREAS, Korn Ferry reviewed this position and gave this position a Grade 15. The minimum hourly wage for this grade is \$24.77 with a midpoint of \$30.97.

THEREFORE BE IT RESOLVED by the County Board that the EMA Director be authorized to hire an EMA Deputy Director using the salaries identified at the Grade 15 designation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Human Resources Department and the Payroll Division of this action in order that this resolution be fully implemented.

PASSED THIS 28<sup>th</sup> DAY OF February, 2024.

ATTEST:

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
County Board Chairman



JOB SUMMARY REPORT

# DEPUTY DIRECTOR EMERGENCY MANAGEMENT AGENCY

<b>ROLE LOCATION</b>	Global
<b>DOWNLOAD</b>	January 29, 2024 at 9:08 AM by Alex Foner
<b>CREATED</b>	January 29, 2024 by Alex Foner
<b>STATUS</b>	KF Draft

# ABOUT THIS JOB

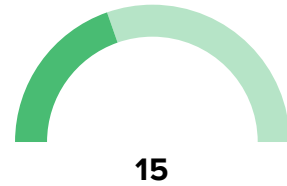
A professional in the field of Project and Program Management. Uses professional concepts to resolve problems of limited scope and complexity. Limited or no prior experience in this role.

## Job Evaluation

### GRADE

#### GRADE VALUE MEANING

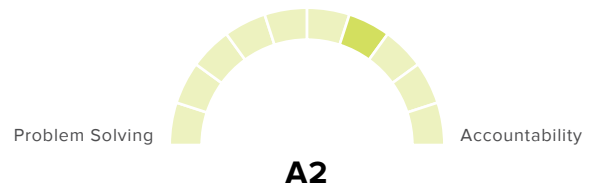
Learns to use professional concepts to resolve problems of limited scope and complexity. Limited or no prior experience in this role. Examples include recruiter, business analyst, developer.



### SHORT PROFILE

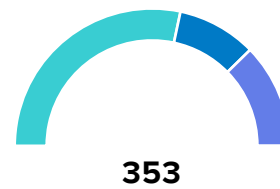
#### ACCOUNTABILITY FOCUSED

Support role with greater emphasis on timeliness and/or cost-effectiveness or in charge of tasks and duties which directly impact productivity; management jobs responsible for service/staff functions



### KORN FERRY TOTAL POINTS

Know-How	200
Problem Solving	66
Accountability	87
Working Conditions	0



### OVERALL RATIONALE

No overall rationale provided

# Job Evaluation Score

KNOW-HOW

D+	I	3	<b>200</b>
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PROBLEM SOLVING

D	3+	33%	<b>66</b>
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ACCOUNTABILITY

D	2+	C	<b>87</b>
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KNOW-HOW

- D+ Practical/Technical Knowledge** Advanced  
 Broad or specialised knowledge of methods, techniques and processes with some knowledge of the basic theoretical background. This knowledge is typically acquired through advanced specialised training or broad practical work experience.

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- I Planning, Organising & Integrating (Managerial) Knowledge** Specific  
 Performance or supervision of multiple activities which are specific as to objective and content. There is a requirement to interact with co-workers and maintain an awareness of related activities.

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- 3 Communicating & Influencing Skills** Change Behavior  
 Interaction with others is primarily concerned with influencing, developing and motivating people and changing behaviour. It often involves inspiration and the creation of the right working climate.

**TOTAL KNOW-HOW SCORE:**

**Rationale**

No rationale provided

# Job Evaluation Score

KNOW-HOW

D+	I	3	200
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PROBLEM SOLVING

D	3+	33%	66
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ACCOUNTABILITY

D	2+	C	87
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PROBLEM SOLVING

<b>D</b>	<b>Thinking Environment - Freedom To Think</b>		<b>Standardized</b>
	Thinking within multiple, substantially different procedures, standards and precedents and/or access to assistance.		
<b>3+</b>	<b>Thinking Challenge</b>		<b>Variable</b>
	Differing situations requiring the identification of issues, the application of judgement, and the selection of solutions within the area of expertise and acquired knowledge.		
<b>33%</b>	<b>Problem Solving percentage</b>		<b>Procedural Improvement</b>
	The emphasis is on immediate solutions with horizons less than weeks/months. Although there are clear points of escalation, there is a need to feedback on how to improve procedures in the short to medium-term.		

TOTAL PROBLEM SOLVING POINTS:

<b>Rationale</b>
No rationale provided

# Job Evaluation Score

KNOW-HOW

D+	I	3	200
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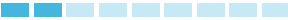

PROBLEM SOLVING

D	3+	33%	66
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ACCOUNTABILITY

D	2+	C	87
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## ACCOUNTABILITY

<b>D</b>	<b>Freedom To Act</b>		Generally Regulated
	Operating within practices and procedures covered by precedents or well defined policies and review of end results.		
<b>2+</b>	<b>Magnitude (Area of Impact)</b>		Small
	USD 950,000 - 9,500,000		
<b>C</b>	<b>Nature of Impact</b>		Contributory
	Interpretative, advisory or facilitating services for use by others to achieve results.		

## TOTAL ACCOUNTABILITY SCORE:

**Rationale**

No rationale provided



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## **ABOUT KORN FERRY**

Korn Ferry is a global organizational consulting firm. We work with organizations to design their organizational structures, roles, and responsibilities. We help them hire the right people and advise them on how to reward, develop, and motivate their workforce. And, we help professionals navigate and advance their careers.



## Tazewell County Job Description

**Job Title:** Deputy Director Emergency Management Agency (EMA)  
**Department:** Emergency Management Agency (EMA)  
**Reports to:** Director Emergency Management Agency (EMA)  
**Affiliation:** Non-Exempt (Part-Time, 15-18 hours per week)  
**Grade:** 15  
**Prepared Date:** January 29, 2024

**SUMMARY:** This position will have the ability to maintain strong collaborative partnerships with county and municipal elected officials, departments, private organizations, and non-profit community partners. This position reports to the Director of Emergency Management. The Deputy Director assists the Director in all daily functions. Assume all duties of the Department in the absence of the Director.

**JOB RELATIONSHIP:** Appointed and under the direct supervision and direction of the Director Emergency Management Agency.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:** include the following. Other duties may be assigned to meet business needs.

- Interact with team leads and assistants for three teams, which include – Search & Rescue, Unified Command Post, and Communications.
- Attend leaderships meetings.
- Assists with conducting monthly EMA meeting (second Thursday of each month 7:00 pm) and assists with recruiting speakers for the monthly general membership meeting.
- Interacts with TC EMA volunteers (approximately 50 members).
- Assists with Unified Command Post team and attends their monthly meeting.
- Able to drive and maintain Unified Command Post including oil changes and repairs.
- Participate in monthly calls with IEMA (communications and Unified Command Post).
- Mowing of the EMA property May through October, which can be required once per week during the height of the growing season.
  - It can take about three (3) hours with weed whacking.
- Responsible for EMA building and garage repairs. May need to address and repair toilet issues, faucets, lightbulb replacement, etc. if needed.
- Serve as back up for fire/building alarm call (24/7).
- Maintain county-owned sirens, radios, computers, and software including

testing and maintenance.

- Assist with radios and radio programming.
- Participate in monthly Starcom drill.
- Assist with weather spotting and covering at the TC EMA Emergency Operations Center when needed (24/7).
- Attend meetings as directed.
- Must participate in three (3) exercises per year and take FEMA online classes as directed by IEMA grant requirements – PDS Series.
- Assist with StormReady designation for Tazewell County from the National Weather Service (NWS).
- Assist with weather and emergency preparedness presentations to various groups throughout Tazewell County.
- Ability to work a variety of hours during the week, which may include evenings and weekends.
- Perform other assigned tasks as required.

**SUPERVISORY RESPONSIBILITIES:** Act as EMA Director in the Director's absence.

**QUALIFICATIONS:** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions. The requirements listed below are representative of the knowledge, skill, and/or ability required.

- Must have effective public relations skills.
- Must demonstrate a strong track record of delivering results and the ability to manage multiple priorities in a complex and fast-paced environment.
- Ability to complete tasks with little supervision.
- Ability to maintain confidentiality with sensitive information.
- Must have excellent organization and record keeping skills.

**EDUCATION and /or EXPERIENCE:**

- A minimum of a High School Diploma or General Education Degree (GED)
- Associate or Bachelor's Degree in a technical/vocational field preferred
- A minimum of at least two (2) years of prior experience in a technical/vocational field

**TECHNOLOGY:** Candidate must have strong background technology: software applications in word processing, spreadsheet, database management, PowerPoint. Adequate knowledge of various radios, radio equipment and software. Knowledge of the STARCOM system preferred.



**MATHEMATICAL SKILLS:** Ability to add, subtract, multiply, and divide in all units of measure using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw graphs or simple maps.

**CERTIFICATES, LICENSES, REGISTRATIONS:** A valid driver license, CDL preferred. FEMA IS 100, 200, 700 and 800 certifications preferred. CPR/EAD preferred.

**REASONING ABILITY:** Ability to define problems, collect data, establish facts and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

**LANGUAGE SKILLS:** Ability to read and interpret documents such as federal and state regulations, operating and maintenance instructions, and procedure manuals. Ability to write reports and correspondence. Ability to speak effectively before groups of employees, public safety employees or the public.

**PHYSICAL DEMANDS:** The physical demands described here are representative of those that must be by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand, walk and sit. The employee is occasionally required to use hands to finger, handle or feel; reach with hands and arms; and test or smell. The employee must occasionally lift and/or move up to 50 pounds.

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The Deputy Director will be exposed to an indoor and outdoor work environment. Moderate noise levels and exposure to nature elements while working outside.

*The preceding job description has been designed to indicate the general nature and essential duties and responsibilities of work performed by employees within this classification. It may not contain a comprehensive inventory of all duties, responsibilities, and qualifications required of employees to do this job.*