



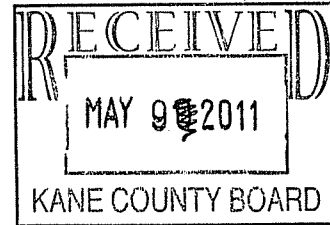
**Kane County
Health Department**

Paul Kuehnert, MS, RN
Executive Director

Public Health Center
1240 N. Highland Avenue
Aurora, Illinois 60506
630.208.3801

www.kanehealth.com

Public Health Center
113 S. Grove Avenue
Elgin, Illinois 60120
847.608.2850



MEMO

TO: Jane Tallitsch
FROM: Bev Lopez
DATE: 3 May 2011
SUBJECT: Documents needing legal evaluation
TITLE: U of I Professional Health care Service Agreement
OUTBREAK Account
CONTACT: Claire Dobbins x85152/Paul Kuehnert x43021

- REVIEW AND COMMENT ONLY
- Contract/Grant/Agreement requiring Karen McConnaughay's signature.
- Need returned to Health Dept by

PLEASE RETURN TO BEV LOPEZ
K C Health Dept.
1240 N. Highland Ave., Ste. 26
Aurora

U of I PROFESSIONAL HEALTHCARE SERVICES AGREEMENT

THIS Professional Healthcare Services Agreement ("Agreement") is made and entered into by and between The Board of Trustees of the University of Illinois, a public body, corporate and politic of the State of Illinois, whose principal office is located in Urbana, Illinois, on behalf of the University of Illinois at Chicago's Department of Pathology Laboratories located at 840 S. Wood St., MC 750, Chicago, Illinois (hereinafter referred to as "University"), and Kane County Health Department Outbreak Account, whose office is located at 1240 N. Highland Ave., Aurora, IL 60506 (hereinafter referred to as "Client"). University and Client shall be collectively referred to herein as "the Parties" and individually as "a Party".

In consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually covenanted and agreed by and between the Parties hereto as follows:

1. Scope of Services

1.1 University responsibilities

See Exhibit 1, attached hereto and incorporated by reference herein

1.2 Client's responsibilities

See Exhibit 1, attached hereto and incorporated by reference herein

1.3 Joint responsibilities

See Exhibit 1, attached hereto and incorporated by reference herein

1.4 Deliverables

See Exhibit 1, attached hereto and incorporated by reference herein

2. Compensation

Client and University have negotiated this Agreement at arm's length, and both Parties believe that the fees to be paid to University represent reasonable compensation for the services to be provided. Notwithstanding any other provisions of this Agreement, in the event University determines, in its sole and absolute discretion, that Client's credit worthiness is impaired, University may, upon no less than five (5) days written notice, modify payment terms described in section 2.2 of this Agreement. Such written notice shall include a statement of revised payment terms and Client shall be obligated to the payment terms set forth in such written notice.

2.1 Rate of Compensation: University shall receive compensation at the rate of compensation attached as Exhibit 2, attached hereto and incorporated by reference herein, for the period of this Agreement for all work and services performed. Fees for services may be adjusted with thirty (30) days written notice. University reserves the unilateral right to change payment terms should Client's credit risk increase.

2.2 Method of Payment: Client agrees to pay University no less frequently than monthly for services rendered for the Agreement period in accordance with the amounts specified in this Exhibit 2.

2.3 Method of Billing: University will submit an appropriately itemized invoice to Client for services performed and allowable expenses incurred. Payment should be sent to address indicated on the invoice.

2.4 Late Payments: University will assess a finance charge of 21 % per annum (1.75 % per month) on the unpaid balance each month. Late charges will accrue for balances 30 days past due. University may refer Client's past due account for collection and may authorize legal action against Client for the collection of this account. Client is liable for all reasonable collection costs, including attorney fees, court costs and other charges necessary for collection of the past due account.

3. Duration of Agreement

3.1 Initial Term: The term of this Agreement shall be from February 14, 2011, or from the date of execution of this Agreement, if later, through February 13, 2012 unless terminated as provided herein.

3.2 Renewal Options: This Agreement may be renewed by mutual written amendment under the same terms and conditions for 3 additional twelve-month period(s). Compensation rates may be reviewed at each renewal period.

4. Suspension or Termination of Agreement

4.1 Suspension of Services. In addition to any other remedies, University reserves the right to suspend services with five (5) days notice for breach of this Agreement until Client cures breach to the reasonable satisfaction of University.

4.2 Termination for Convenience: Either Party may terminate this Agreement without cause upon thirty (30) days prior written notice of such termination to the other party. In the event of termination for convenience, University shall be

U of I PROFESSIONAL HEALTHCARE SERVICES AGREEMENT

paid for services performed under this Agreement up to the effective date of termination.

4.3 Termination for Cause: Should either Party default in the performance of any material duties or obligations stated in this Agreement and such default or breach is not cured within ten (10) days after receipt of written notice of such default or breach from the other Party, the non-defaulting party may terminate this Agreement by giving thirty (30) days written notice of termination for failure to cure to the defaulting party. A waiver of any breach of this Agreement shall not constitute a waiver of any future breaches of this Agreement, whether of a similar or dissimilar nature.

University reserves the right to terminate the Agreement for non-payment, or suspend services, or to suspend providing its services upon no less than five (5) days advanced written notice.

Either Party may terminate this Agreement immediately upon the other Party's:

- 4.3.1 Failure to maintain any of the qualifications described in scope of services;
- 4.3.2 Failure to obtain or inability to maintain the insurance coverage required by Article 5 of Attachment A;
- 4.3.3 Unexcused failure or refusal to provide the services contemplated by this Agreement;
- 4.3.4 Adverse action by any licensing board relating to University healthcare provider.

In the event of termination for cause, University shall be paid for work performed up to the date of cancellation.

4.4 Effects of Termination: Upon termination of this Agreement, neither Party shall have any further obligation to the other except for obligations accruing prior to the date of termination, and obligations, promises, nor covenants contained which are expressly made to extend beyond the term of this Agreement.

5. Administration and Notification

All communications hereunder shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by an overnight courier service to the persons listed below. A notice shall be deemed to have been given when received at the specified notification address. Include the Agreement number in any notifications.

University Representative:

Jessica Padilla
 Outreach Operations Contact
 University of Illinois at Chicago
 Reference Laboratory CSB 170
 840 S. Wood Street, MC 750
 Chicago, IL 60612
 Phone: 3129967387
 Email: jpadila1@uic.edu

Client Representative

Claire Dobbins
 Director, Division of Health Protection
 Kane County Health Department Outbreak Account
 1240 N. Highland Ave.
 Aurora, IL 60506
 Phone: 6302085152
 Email: dobbinsclaire@co.kane.il.us

6. Taxpayer Identification. Under penalties of perjury:

6.1 University certifies that its Federal Taxpayer's Identification Number is: 37-6000511, and is doing business as a government entity.

6.2 Client certifies that its Federal Taxpayer's Identification Number or Social Security Number is 36-6006585 ↓, and is doing business as a a medical and health care services organization .

7. General Terms and Conditions. See Attachment A, attached hereto and incorporated by reference herein.

8. Entire Agreement

This Agreement, including Attachment A, Exhibits 1 and 2, amendments/addenda and incorporated references shall constitute the entire Agreement between the Parties with respect to the subject matter herein and supersedes all prior communications and writings with respect to the content of said Agreement.

This Agreement shall not be binding until signed by all Parties. The persons signing this Agreement represent and warrant that all articles including certifications are true and correct and that they have authority to bind their respective Parties.

The Board of Trustees of the University of Illinois

By: _____
Walter K. Knorr, Comptroller

Date: _____

Attest: _____
Michele M. Thompson, Secretary

Kane County Health Department Outbreak Account

By: Karen McConaughy

Printed Name: KAREN McCONAUGHY

Title: CHAIRMAN, KANE CO. BOARD

Date: 6-20-11

U of I PROFESSIONAL HEALTHCARE SERVICES AGREEMENT

EXHIBIT 1 **SCOPE OF SERVICES**

Date: 14-Feb-11

Client: Kane County Health Department Outbreak Account

1.1 University Responsibilities:

The University agrees to provide Client laboratory services for the Kane County Health Department Outbreak Account listed below:

Kane County Health Department Outbreak Account
1240 N. Highland Ave.
Aurora, IL 60506

The University will bill Client for services rendered. Patient records will be maintained electronically at the University in the MISYS and Cerner systems.

1.2 Client's Responsibilities:

It is the responsibility of the Client to accurately complete and provide the requisitions with the processed specimen when the Courier arrives for pick up.

As provided in EXHIBIT 2, Client agrees to reimburse University for all work and services performed. The test prices listed in Attachment 1 are only valid if pre-approved by the parties. If both parties are not in mutual agreement about the scheduled draw meeting specified criteria, the test prices listed in Attachment 1 will not be valid and will then be charged at the laboratory's current list price. All tests not listed in Attachment 1 will be at the Laboratory's current list price. Each renewal period may be subject to an increase based on the current Consumer Price Index (CPI).

For all charges that are to be billed to third party insurance, the following billing information must be attached to the requisition:

Clients are to provide a front and back copy of both the insured's primary and secondary insurance cards plus a copy of a valid state ID (Drivers license or State issued ID). Any necessary billing information that is not provided at the time of specimen submission must be sent to the UIMCC Reference Laboratory Billing Department within 30 days of the testing date.

At a minimum, the Client must include the following information when third party insurance is billed:

- Insured's name as listed on primary insurance card
- Primary insurance carrier
- Date primary insurance was effective
- Billing address of the primary insurance carrier (on back of insurance card)
- Primary insurance carrier's phone number (on back of insurance card)

- Insured's name as listed on secondary insurance card

U of I PROFESSIONAL HEALTHCARE SERVICES AGREEMENT

- secondary insurance carrier
 - Date secondary insurance was effective
 - Billing address of the secondary insurance carrier (on back of insurance card)
 - Secondary insurance carrier's phone number (on back of insurance card)
- For HOSPICE (stated in HIAQ Screen in Medicare inquiry system) and patients in skilled nursing facilities (SNF) the clients should provide authorization from the HOSPICE or SNF for UIMC Reference Lab to bill the respective facility.

In addition to the insurance information, the client must provide the following:

- Billable covered diagnosis (Numeric value)
- Copy of Advance Beneficiary Notice (ABN) for Medicare patients that do not have billable / covered diagnosis.
- Copy of Pre-certification or Authorization for all HMO patients (Harmony, Wellcare and HMO Illinois Lab tests should not be performed until the Pre-Certification or Authorization are received).

Failure to provide all necessary billing information and all rejections from third party insurance will result in the client being billed.

It is the intent of the parties to comply with Section 1877 of the Social Security Act (commonly known as the "Stark Provisions") and the anti-kickback provisions set forth in the fraud and abuse sections of 42 U.S.C. 1320(a) and other applicable federal and state laws, rules and regulations. Client therefore agrees that all computer equipment, data lines, software, and related supplies that University may provide Client shall be used solely to order or communicate the results of tests or procedures provided for Client and for no other purpose. Client agrees that any such computer equipment, data lines, software, and related supplies that it may receive from University is, and shall remain, University property. Client agrees to not sell, mortgage, assign, transfer, lease, sublet, loan or part with possession of said property, or any interest thereon, or permit any liens or charges to become effective thereon. Client agrees that, in the event of the termination of this Agreement, with or without cause, by either party, all computer equipment, software, supplies and data lines will at the option of University, be returned on demand to University, at University's expense.

1.3 Joint Responsibilities:

In accordance with the terms and conditions of this Agreement, both parties may address issues concerning specimen integrity, results or other items, as appropriate. Each party to this Agreement acknowledges that no representation, inducement, promise or agreement, orally or otherwise, has been made by any party, which is not embodied herein, and no other agreement, statement or promise relating to specimen collection services and other services not contained in this Agreement shall be valid or binding.

1.4 Deliverables:

University shall use best efforts in providing Client a printed or facsimile copy of available laboratory results on a daily basis

University agrees to bill Client for services rendered at the Kane County Health Department Outbreak Account by submitting a standard invoice/claim monthly that are identified in EXHIBIT 2 to the

U of I PROFESSIONAL HEALTHCARE SERVICES AGREEMENT

designated Client representative. University agrees to submit such invoice/claim within thirty (30) days of the end of the month in which service was rendered.

Client will remit payment to: UIMCC Reference Laboratory 4036 Paysphere Circle Chicago, IL 60674. Any applicable adjustments to current invoice will be expedited in a timely manner and corrected invoice(s) forwarded to client designee.

U of I PROFESSIONAL HEALTHCARE SERVICES AGREEMENT

EXHIBIT 2
COMPENSATION/FEE FOR SERVICES

Date: 14-Feb-11

Client: Kane County Health Department Outbreak Account

See Attachment 1 for Fee Schedule

U of I PROFESSIONAL HEALTHCARE SERVICES AGREEMENT

ATTACHMENT A GENERAL TERMS AND CONDITIONS

1. Independent Contractor

Client and University are independent contractors with respect to each other and nothing herein shall create any association, partnership, joint venture or agency relationship between them. Consequently, Client assumes no liability for University's tax liability, employment taxes, workers' compensation, employee benefits, or any other liabilities, obligations or responsibilities normally associated with an employment relationship. In addition, Client assumes no responsibility for any liability University may have to Medical Advisor as a result of the services outlined in this Agreement.

University agrees to use its reasonable best efforts to inform Client's employees of its independent, non-employed status with Client. In furtherance of such, University's healthcare providers shall not refer to themselves as employees of Client.

2. Non-Exclusivity

Client shall have the right at any time to enter into other agreements with other healthcare providers, and University shall have the right to provide services to other individuals and businesses during the term of this Agreement.

3. Discrepancies and Omissions

If there are any discrepancies and/or omissions regarding the scope of services to be provided, University shall obtain written clarification from Client before proceeding with the work affected by such discrepancies and/or omissions.

4. Disclaimer; Limitation of Liability

UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, REGARDING ITS PERFORMANCE UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF THE MERCHANTABILITY, USE OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY SERVICES, GOODS, OR FACILITIES PROVIDED TO CLIENT UNDER THIS AGREEMENT. In no event shall University be liable to Client for any indirect, special, exemplary, consequential, or incidental damages or lost profits arising out of, or related to, this contract, even if it has been advised of the possibility of such damages. University's liability for direct damages for services shall in no event exceed the amount actually paid by the Client for the portion of the services involved.

5. Insurance

University Insurance. By action of the Board of Trustees of the University of Illinois on August 1, 1976 a liability self-insurance plan (Program and Plan) was established, most recently amended on September 6, 2007, for its employees, agents and servants. The Program and Plan documents are available on request. While the Program and Plan are in effect as to the date hereof, nothing contained herein shall be construed as precluding said Board of Trustees from modifying, revising, or canceling, in whole or part, the Program or the Plan; however, University agrees to provide Client with an advance 30-day notice in the event Program or Plan is canceled in whole or in part.

Client Insurance. Client agrees to maintain general liability insurance, or self-insurance, in the minimum amount of \$1,000,000 per claim or occurrence, \$3,000,000 aggregate, for its employees, agents, and servants (termed collectively Client) with an insurance carrier acceptable to University. Upon request, Client shall furnish University with a certificate of insurance or other written document reasonably satisfactory to University as evidence of its insurance coverage in full force and effect.

Joint Defense: The Parties hereto acknowledge the importance of cooperation in the defense of litigation arising in connection with this Agreement. University and Client hereby agree that to the extent possible, they shall consult and cooperate with each other in the defense of any claim arising in connection with the services provided pursuant to this Agreement, and they shall fully disclose the terms of any proposed settlement, prior to entering into any settlement agreement. The Parties contemplate occasions in which University or Client may be caused to pay a settlement, judgment, costs expenses or attorneys' fees, which arise out of the negligent act or omission of the other party. Subject to the approval of their respective insurance carriers, if necessary, an apportionment of any such settlement, judgment, costs, expenses or attorneys fees shall be made by agreement between University and Client.

In the event that the Parties are unable to agree, the issue of apportionment shall be resolved by arbitration in Chicago, Illinois in accordance with the rules of the American Health Lawyer's Dispute Resolution Program. The Parties may agree to a single arbitrator, but if they cannot agree each Party shall select an arbitrator and the two selected arbitrators shall select a third arbitrator. The award by the arbitrator or arbitrators shall be final and binding on the Parties hereto. The Parties to the arbitration shall share all costs and fees of the arbitrator equally. Each party shall be responsible for its own fees and expenses incurred in such arbitration(s).

6. Force Majeure

Neither Party hereto shall be liable in damages for any delay or default in performing its respective obligations under this Agreement if such delay or default is caused by conditions beyond its control. Such conditions include but are not limited to, acts of God, government restrictions, strikes, fires, floods, or work stoppages, or acts or failures to act of third Parties. So long as any such delay or default continues, the Party affected by the conditions beyond its control shall keep the other Party at all times fully informed concerning the matters causing the delay or default and the prospects of their ending.

7. Use of Name

Both parties agree not to use the other party's name for any commercial purpose without the other party's prior written approval. Client may be required to acknowledge work performed under this Agreement by University.

8. Certifications

- **Anti-bribery.** Client certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.
- **Non-Discrimination and Equal Employment Opportunity.** Both Parties certify that they are in compliance with applicable provisions of the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. Both Parties shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60).
- **Exclusions Party List.** Client certifies that neither it nor any of its employees and agents is currently subject of an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is it currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. Client represents and warrants it has checked the U. S. General Service Administration's (GSA) Excluded Party Listing System (EPLS), which lists parties excluded from federal procurement and non-procurement programs. The EPLS website includes GSA/EPLS, the U.S. Department of Health and Human Services (HHS) Office of Inspector General's (OIG) List of Excluded Individuals/Entities

U of I PROFESSIONAL HEALTHCARE SERVICES AGREEMENT

(LEIE), and the U.S. Department of Treasury's (Treasury) Specially Designated Nationals (SDN) list. Client also represents and warrants it has checked the Illinois Department of Public Aid (IDPA) OIG Provider Sanctions list of individuals and entities excluded from state procurement with respect to Client's employees and agents. See the following websites: <http://epls.arnet.gov> and <http://www.state.il.us/agency/oig/search.asp>. University will terminate contract without penalty to University if Client becomes excluded during life of this Agreement.

9. Use Of Name

Client agrees not to use the name of University in advertising or for any other commercial purpose without the prior written approval of University, which approval shall not be unreasonably withheld.

10. Confidentiality

Any information furnished by either party to the other shall be treated as confidential. Neither party shall disclose such information unless specifically authorized by the other or required to do so by law. Client is hereby advised that any part of this Agreement or any materials provided by Client and marked as confidential, proprietary or trade secret can be protected only to the extent permitted by Illinois statute.

11. Medicare Access To Books And Records

Both Parties agree to make available, upon written request by the Secretary of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and any books, documents and records necessary to verify the costs of services rendered under this Agreement. Both Parties further agree to make said Agreement, books, documents and records available until the expiration of four (4) years after the services are furnished under this Agreement.

If any term of provision of this Agreement is rendered invalid or unenforceable by an Act of Congress or the Illinois Legislature, or by any regulation duly promulgated by officers of the United States or the State of Illinois acting in accordance with law, or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect except as otherwise provided herein.

12. Non-Solicitation

Both Parties agree that they shall not, during the term of this Agreement or for two (2) years after termination of Agreement, actively solicit and/or offer employment to other party's employees, contractors, or agents who are providing services under this Agreement. Notwithstanding the above, either party may request the consent of the other party to hire, solicit, or offer employment to the aforementioned persons. Such consent shall not be unreasonably withheld.

13. Compliance With Client's Policies

All services provided under this Agreement shall be provided in accordance with the methods and practices applicable to the provision of professional services and such other standards as required by Client's policies and procedures.

Client reserves the right to request the removal of University healthcare provider whenever it deems such actions to be in the Client's employees' best interests. University retains the right to assign another healthcare provider subject to Client's approval, which will not be unreasonably denied.

14. Patient Records

The Parties hereby agree that ownership of all Client employee medical records shall remain with Client who shall make said records available to the University as needed.

15. Headings

The headings of the articles contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

16. Assignment

This Agreement may not be assigned, in whole or in part, by either party without the prior written approval of the other party.

17. Amendments

This Agreement shall not be amended, modified, altered or changed except by mutual agreement confirmed in writing and duly executed by University and Client.

18. Compliance With Laws

Client and University acknowledge that each has certain obligations in connection with applicable laws, regulation and accreditation standards. Both Parties acknowledge that, from time to time, either party may adopt policies, procedures and/or documentation requirements in connection with the implementation of such laws, regulations and accreditation standards. Each party agrees to cooperate with the other in this compliance.

19. Waiver

The failure of either party at any time or times to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or to affect the validity of this Agreement or any part hereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

20. Governing Law

This Agreement is to be governed and construed in accordance with the laws of the State of Illinois.

Acknowledged and agreed to by:

Kane County Health Department Outbreak Account

By: Karen McConaughay

Printed Name: KAREN McConaughay

Name of Company: KANE COUNTY BOARD

Title: CHAIRMAN

Date: 6-20-11

UIMC REFERENCE LABORATORY
FEE SCHEDULE

ATTACHMENT 1

463 - KANE COUNTY HEALTH DEPARTMENT OUTBREAK ACCOUNT

MNEM	CODE	DESCRIPTION	CPT	PRICE
HBA1C	296	GLYCATED HEMOGLOBIN	83036	8.00
H2WB	1365	HIV WESTERN BLOT	86689	45.00
HIVWB	1365	HIV WESTERN BLOT	86689	45.00
HIVAB	509	HIV1,2 AB SCREEN	86703	10.00
QTBGI	1672	QUANTIFERON-TB GOLD	86480	8.00