

Resolution No. 18-1

A RESOLUTION APPROVING AND AUTHORIZING SANGAMON COUNTY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY, ON BEHALF OF ITS SCHOOL OF MEDICINE FOR PROFESSIONAL SERVICES RELATED TO COVID-19

WHEREAS, Section 10 of Article 7 of the 1970 Constitution of the State of Illinois and Section 3 of the Intergovernmental Cooperation Act (5 ILCS 220/3) provides that a public agency may enter into an intergovernmental agreement with other public agencies to obtain services; and

WHEREAS, under the provisions of the Intergovernmental Cooperation Act, 5 ILCS 200/1 et seq., governmental units of the State of Illinois are permitted to enter into Intergovernmental Cooperation Agreements for any lawful purpose; and

WHEREAS, the Southern Illinois University is a system of public universities, including the Southern Illinois University School of Medicine located in Springfield (“University”); and,

WHEREAS, on March 23, 2020 the County Board extended the coronavirus disaster declaration of March 16, 2020;

WHEREAS, the University and Sangamon County (“County”) wish to enter into an Agreement for professional medical services specifically relating to the coronavirus (COVID-19) pandemic; and

WHEREAS, the University employs appropriately qualified to provide testing, contact tracing and pandemic health worker services on an as needed basis (“Services”); and,

WHEREAS, the County’s Department of Public Health (“Department) desires these professional medical services to enhance management of the COVID-19 pandemic in its jurisdiction; and,

WHEREAS, the proposed agreement is funded via a grant award from the Illinois Department of Public Health through its “COVID-19 LHD Contact Tracing Grant” project; and,

WHEREAS, the Services and other terms are described in the Agreement attached hereto as Exhibit A;

NOW, THEREFORE BE IT RESOLVED by the County Board of Sangamon County, in session this 8th day of September 2020, that this Board hereby approves entering into the intergovernmental agreement with the University for provision of professional medical services in support of the Department and the response to the COVID-19 pandemic.

Chairman, Sangamon County Board

ATTEST:

County Clerk

APPENDIX A

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UNIVERSITY CONTRACT R-10509

**THE BOARD OF TRUSTEES
OF SOUTHERN ILLINOIS UNIVERSITY,
ON BEHALF OF ITS SCHOOL OF MEDICINE
AND
COUNTY OF SANGAMON, ILLINOIS**

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into, by and between COUNTY OF SANGAMON, ILLINOIS for and on behalf of its Department of Public Health (hereinafter collectively referred to as the "Department") and THE BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY, a body politic and corporate of the State of Illinois, located at Carbondale, Illinois, for and on behalf of its School of Medicine (hereinafter collectively referred to as "University"). Department and University are collectively referred to, in this Agreement, as the "Parties," and either Department or the University may be separately identified, in this Agreement, as a "Party."

RECITALS:

WHEREAS, the Department is responsible for the health and well-being of the residents of Sangamon and Menard Counties ("Counties") with regard to impact and management of infectious/communicable diseases; and

WHEREAS, the Department desires professional medical services, on an as needed basis, to provide testing, contact tracing, and Pandemic Health Worker services as they specifically relate to the COVID19 pandemic ("Services") for the Counties; and

WHEREAS, the University employs professionals who are appropriately qualified to provide the desired Services to the Department as detailed in Exhibit A; and

WHEREAS, University and Department represent, warrant, and acknowledge that the compensation to be provided for the Services of Professionals pursuant to the terms of this Agreement are the result of arms-length negotiations between the Parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and in reliance upon the recitals, set forth above and incorporated by reference herein, the Parties, intending to be legally bound, hereby agree as follows:

TERMS:

I. APPOINTMENT.

- 1.1 Appointment. Department hereby retains and contracts with University, and University agrees to provide the Services set forth hereunder in accordance with the terms of this Agreement. University shall provide twelve (12) Contact Tracers, two (2) pandemic health workers (“PHWs”) and two (2) support staff (collectively “Professionals”) on a part-time basis to perform the duties set forth below. The Contact Tracers may be comprised of a mixture of disciplines that may include but not be limited to: dental assistants, medical assistants, and nurses. The Contact Tracers assigned will be determined based upon need.
- 1.2 Continuing Obligations. During the term of this Agreement, University shall ensure that each Contact Tracer shall hold a currently valid and unlimited license and/or certification to practice their profession in the State of Illinois, if applicable.

II. DUTIES AND COVENANTS OF UNIVERSITY.

- 2.1 Scheduling of Professionals’ Services. Professionals shall provide such Services, on an as needed basis, however the maximum number of hours shall not exceed 2,298 hours per month.
- 2.2 Services. Professionals shall provide Services as set forth in Exhibit A.
- 2.3 Designee. The University may, in its sole discretion, delegate the responsibilities as set forth in Exhibit A to other professionals, as needed.
- 2.4 Applicable Standards. Professionals shall also perform the duties hereunder in conformance with all requirements of the federal and state constitutions and all applicable federal and state statutes and regulations as applicable.
- 2.5 Representations and Warranties. As an inducement to enter into this Agreement, University hereby represents and warrants to as follows:
- a. The execution, delivery, and performance of this Agreement does not conflict with or violate any law or regulation to which University is subject or conflict with a current contractual obligation;
 - b. University has the power and authority to enter into this Agreement and perform obligations hereunder, and that all necessary action required to execute, deliver, and perform this Agreement has been taken; and
 - c. There is no pending or threatening litigation that would impede the execution, delivery or performance of this Agreement.

III. DUTIES AND COVENANTS OF DEPARTMENT.

- 3.1 Compensations. Department will provide compensation to University as provided for under Section 4.1.
- 3.2 Support Services. Department shall provide such facilities, equipment, supplies, utilities, and other support services as Department shall reasonably deem necessary.
- 3.3 Representations and Warranties of Department: As an inducement to enter into this Agreement, Department hereby represents and warrants to as follows:
- a. The execution, delivery, and performance of this Agreement does not conflict with or violate any law or regulation to which Department is subject or conflict with a current contractual obligation.
 - b. Department has the power and authority to enter into this Agreement and perform obligations hereunder, and that all necessary action required to execute, deliver, and perform this Agreement has been taken.
 - c. There is no pending or threatening litigation that would impede the execution, delivery or performance of this Agreement.

IV. FINANCIAL ARRANGEMENTS.

- 4.1 Compensation and Billing for Services of Professionals. Compensation to be paid by Department to University shall be in accordance with the proposed budget detailed in Exhibit B.
- a. For the period of August 1, 2020 to August 31, 2020, Department shall pay the University, as and in compensation of the Professionals' performance of the Services for the Department, a fee of SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS (\$17,500.00), payable within fifteen (15) days of Department's receipt of an invoice.
 - b. For the period beginning September 1, 2020, Department shall pay the University, as and in compensation of the Professionals' performance of the Services for the Department, a monthly fee of SEVENTY THOUSAND SIX HUNDRED DOLLARS (\$70,600.00), payable within fifteen (15) days of Department's receipt of an invoice for the previous month.
- 4.2 Remittance. Remittance for payment should include University contract number R10509 and should be sent to:

Revenue Accounting
SIU School of Medicine
P.O. Box 19607
Springfield, IL 62794-9607.

4.3 Payment for services to University under this Agreement shall be in full, without any deduction for taxes or withholding of any kind. It is understood that any taxes or withholdings which may be due and payable as a result of payments made by University to the Professionals shall be the responsibility of University. It is understood that, as part of this Agreement, University undertakes to pay any taxes and withholding on payments which may be due Professionals providing services hereunder; Professionals shall not participate in any Department employee benefit plan or any other fringe benefits; and Professionals shall not receive any other compensation from Department.

4.4 Limitation on Compensation. The preceding provisions of this Article IV notwithstanding, however, the compensation which the Parties reasonably anticipate that the Department will pay to the University under and pursuant to this Agreement will not exceed the annual aggregate sum of SEVEN HUNDRED TWENTY THREE THOUSAND FIVE HUNDRED DOLLARS (\$723,500.00).

V. INSURANCE AND INDEMNIFICATION.

5.1 Insurance. The University, in accordance with its plan of self-insurance, as amended, will provide individual coverage for Professionals' services furnished to the University by the Professionals within the scope of their responsibilities as employees of the SIU School of Medicine. Such coverage will protect the Professionals against individual malpractice claims in an amount at least equivalent to One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. The University will continue to provide such coverage to the Professionals so long as the University continues to provide professional liability through its self-insurance program. The University will notify the Department at least ninety (90) days prior to (i) any discontinuance of self-insurance program coverage for Professionals' services furnished to the University by the Professionals within the scope of their responsibilities as employees of the SIU School of Medicine or (ii) any reduction in the amount of coverage. In the event of any such discontinuance or reduction, Department shall have the right to terminate this Agreement. Upon request, University shall furnish all original Certificate(s) of Insurance evidencing the required coverage to be in force on the date of this Agreement. The receipt of any certificate does not constitute an agreement by the Department that insurance requirements have been met. Failure of the Department to obtain certificates or other insurance evidence from University shall not be deemed a waiver by the Department.

In the case of claimed liability arising out of services which are described and enumerated in Exhibit A and provided by the Professionals under this Agreement, Department agrees that Department's professional liability insurance will apply. Department shall procure and maintain during the term of this Agreement insurance coverage with limits as follows: Worker's Compensation and Occupational Diseases - statutory limits; Employer's Liability - \$500,000 per occurrence; Commercial General Liability - One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) general aggregate; Professional Liability - One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) general aggregate. Department may provide any or all of such coverages through a program of self-insurance, at Department's option. Umbrella liability

insurance may be used to meet the general liability coverage limit requirements. Any insurance companies providing coverage must have a B+:VI or better rating in the current edition of Best's Key Rating Guide. Department agrees to maintain such insurance for the duration of the Agreement. If a policy required under this Section 5.1 is written on a claims-made basis and that policy is not replaced or renewed, or if that policy is cancelled, Department agrees to provide for an extended reporting endorsement of not less than two years or purchase prior acts coverage with a retro date that coincides with or precedes the commencement of this Agreement to assure coverage for unreported events. Department will notify the University at least ninety (90) days prior to any discontinuance or reduction in the above mentioned insurance coverage. In the event of any such discontinuation or reduction, University shall have the right to terminate this Agreement. Upon request, Department shall furnish all original Certificate(s) of Insurance evidencing the required coverage to be in force on the date of this Agreement. The receipt of any certificate does not constitute an agreement by the University that insurance requirements have been met. Failure of the University to obtain certificates or other insurance evidence from Department shall not be deemed a waiver by the University.

- 5.2 Indemnification. To the extent allowed by law and not inconsistent with the doctrine of sovereign immunity, the University, in accordance with its plan of self-insurance, as amended, accepts responsibility for and agrees to indemnify, hold harmless, and defend the Department from any claim arising either out of the academic services provided to the University by the Professionals within the scope of their responsibilities as employees of SIU School of Medicine (hereinafter the "Academic Services") or out of services furnished by the Professionals to their own individual patients as a member of SIU HealthCare or any successor practice plan administered through the University ("SIU HealthCare Services"). It is the intent of the Parties that this indemnification shall only apply to non-governmental claims for personal injury or property damage arising solely out of either Academic Services or SIU HealthCare Services performed by the Professionals and shall not apply where such claims may arise out of services which are Services as set forth in Exhibit A or are otherwise requested by Department or are otherwise outside of the scope of Academic Services or SIU HealthCare Services.

Department accepts responsibility for and agrees to indemnify, hold harmless, and defend the University and the Professionals from and against any claim arising out of services which are Services as set forth in Exhibit A or are otherwise requested by Department. It is the intent of the Parties that this indemnification shall only apply to non-governmental claims for personal injury or property damage arising solely out of the Services performed by the Professional or are otherwise requested by Department and shall not apply where such claims may arise out of services which are either Academic Services or SIU HealthCare Services.

- 5.3 Survival. The obligations and commitments of the Parties hereto under this Article V shall survive termination of this Agreement.

VI. TERM AND TERMINATION.

6.1 Term. The promises and obligations herein contained shall commence as of August 1, 2020 (“Effective Date”) and shall terminate on June 30, 2021, unless sooner terminated as otherwise prescribed in this Article VI.

6.2 Termination. This Agreement may be sooner terminated on the first to occur of any of the following events:

- a. Agreement. Written agreement by both Parties to terminate this Agreement. The Parties shall indicate the effective termination date in such agreement.
- b. Loss of Qualifications. Failure of Professionals to maintain the qualifications required under Section 1.2 of this Agreement. Such termination shall be immediate upon written notice from Department or University may provide a designee in accordance with Section 2.3.
- c. Breach. In the event of the breach of any of the terms or conditions of this Agreement, excluding Sections 6.2(b), by either Party and the failure of the breaching Party to correct such breach within ten (10) business days after receipt of written notice of such breach by the breaching Party, such other Party may terminate this Agreement immediately with written notice of such termination to the breaching Party.
- d. Notice. In the event either Party to this Agreement shall, with or without cause, at any time give to the other at least thirty (30) days advance written notice, this Agreement shall terminate on the future date specified in such notice. In the event notice of termination is given under this Section 6.2 excluding Section 6.2(b), this Agreement shall continue in full force and effect from the time notice is given until the effective termination date.

6.3 Effects of Termination. Upon termination of this Agreement, as hereinabove provided, no Party shall have any further obligation hereunder except for: (i) obligations accruing prior to the date of termination; and (ii) obligations, promises or covenants contained herein which are expressly made to extend beyond the term of this Agreement. Any monies owed will be prorated to the date of termination.

VII. MISCELLANEOUS.

7.1 Legal Compliance. Nothing in this Agreement shall be construed as an offer or payment by one Party to the other Party of any cash or other remuneration, whether directly or indirectly, overtly or covertly, for patient referrals, or for recommending or arranging the purchase, lease, or order of any item or service. The Parties intend and agree that all amounts paid under this Agreement are intended to reflect, and do reflect fair market value for the services rendered. In addition, no amount paid or advanced hereunder includes any discount, rebate, kickback, or other reduction in charge.

- 7.2 HIPAA. The Parties agree that the use and disclosure of patient health information and medical information is subject to compliance with applicable state and federal privacy laws. All uses and disclosures of protected health information shall be in compliance with the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act, as well as all of the regulations and standards promulgated pursuant to such statutes (collectively "HIPAA").
- 7.3 Assignment. This Agreement and all rights and benefits hereunder are personal to University and Department and neither this Agreement nor any right or interest of University or Department herein, or arising hereunder, shall be voluntarily or involuntarily sold, transferred or assigned without written consent by the other Party.
- 7.4 Independent Contractor. It is expressly acknowledged by the Parties that University is an independent contractor and that nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship or a joint venture relationship between Department and University, or Professionals, or to allow Department to exercise control or direction over the manner or method by which Professionals performs the Services that are described in this Agreement.
- 7.5 Changes or Modifications. No change or modification of this Agreement shall be valid unless the same shall be in writing signed by Department and by University.
- 7.6 Waiver. No waiver of any provision of the Agreement shall be valid unless in writing and signed by the person or Party against whom charged.
- 7.7 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and contains all of the agreements between the Parties with respect to the subject Services at Department.
- 7.8 Force Majeure. If either Party is prevented from performing its obligations under this Agreement, by strikes or other labor disputes, official or unofficial, fire, war, terrorism, flood or any other reason beyond the Party's reasonable control, each Party's rights and obligations hereunder shall cease with written notice of such cessation by either Party.
- 7.9 Notices. Notices required herein shall be considered effective when delivered in person or sent by United States Certified Mail, postage prepaid, return receipt requested and addressed to:

DEPARTMENT:
 Gail O'Neill
 Public Health Director
 Sangamon County Department
 Of Public Health
 2833 South Grand Avenue East
 Springfield, Illinois 62703

UNIVERSITY:
 Lori Williams
 Associate Provost
 Office of External Relations
 SIU School of Medicine
 801 N. Rutledge, MC 9618
 Springfield, Illinois 62702

With a copy to:
Revenue Contracts
SIU School of Medicine
327 W. Calhoun, MC 9606
Springfield, Illinois 62702

or to such other address, and to the attention of such other person(s) or officer(s), as either Party may designate by written notice.

- 7.10 Equal Employment Opportunity. The Equal Employment Opportunity Clause attached as Exhibit C is hereby specifically incorporated by reference into this Agreement.
- 7.11 Governing Law. This Agreement has been executed and delivered in, and shall be interpreted, construed and enforced pursuant to and in accordance with the internal laws of Illinois without regard to the conflicts of laws provisions of such laws.
- 7.12 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- 7.13 Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year last written below.

RECOMMENDED BY:

RECOMMENDED BY:

Gail O' Neill
Director
Department of Public Health
Sangamon County

Lori Williams
Associate Provost
Office of External Relations
SIU School of Medicine

COUNTY OF SANGAMON, ILLINOIS
PUBLIC HEALTH DEPARTMENT

THE BOARD OF TRUSTEES OF
SOUTHERN ILLINOIS UNIVERSITY

By _____
Andy VanMeter
Chairman
Sangamon County Board

By _____
Jerry Kruse, MD, MSPH
Dean and Provost, SIU School of Medicine and
Chief Executive Officer, SIU Medicine for
Austin A. Lane, Chancellor
Southern Illinois University Carbondale

Date: _____

Date: _____

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EXHIBIT A**CONTACT TRACING SERVICES****SANGAMON COUNTY
DEPARTMENT OF PUBLIC HEALTH****Goals/Services:**

Pursuant to this Agreement, the University shall provide contact tracing services, as needed, for Sangamon and Menard Counties. The University shall have at least one person available for calls about COVID-19 positive cases and close contacts of positive cases on a 24/7 basis; the schedule for after-hours coverage shall be shared in advance with the Department. The University shall provide a final report within 30 days of the end of the contract period.

The Contact Tracers shall:

1. Identify residents of Sangamon and Menard Counties who may have come into contact with anyone recently diagnosed with COVID-19 (“Contacts”) and subsequently collect additional information about those Contacts.
2. Call Positive Cases, document the case investigation into Salesforce (a software program provided by Department), then call the Contacts and document in Salesforce.
3. Work Positive Cases and Contacts to help them recall everyone whom they have had close contact during the timeframe while they may have been infectious.
4. Provide Positive Cased and Contacts with education, information and support to assist them in understanding their risk, what they should do to separate themselves from others who are not exposed, monitor themselves for illness, and the possibility that they could spread the infection to others even if they are not experiencing any symptoms.
5. Release positives and contacts from isolation or quarantine at the appropriate time and provide release letters via Salesforce as necessary.
6. Utilize equipment and facilities provided by the University. University will provide each contact tracer with a cell phone and computer/laptop and space to perform the Services, as applicable.
7. Provide support to the Department to assist with COVID testing services.

- 8. PHWs will provide daily calls to isolated and quarantined residents of Sangamon and Menard Counties and will address any health or wellness needs they may encounter during isolation or quarantine.

EXHIBIT B
CONTACT TRACING SERVICES
SANGAMON COUNTY
DEPARTMENT OF PUBLIC HEALTH

PROPOSED BUDGET

Item	Cost per item	Total Cost	Notes
Tracers (12)	\$50,000	\$600,000	MAs/RNs/dental staff
PHWs (2)	\$40,000 (\$30,000 each for 9 months)	\$60,000	October 16 – June 30 only
Scheduling, Evaluation, staff support	\$15,000 testing \$20,000 tracing \$10,000 PHW	\$45,000	Testing, Tracing & PHW coordinators
Equipment	\$1,000 per cell phone & data plan	\$12,000	12 cell phones with data package
	\$1,000 per laptop	\$12,000	12 laptops
Supplies	\$200/Tracer & PHW	\$2,800	
Subtotal		\$719,800	
Admin costs	10%	\$71,980	
Total		\$ 791,780	\$ 71,980 per month

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EXHIBIT C

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Applicable Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this contract, the contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portions of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Re: Public Contracts; last reviewed December, 1991)