

Resolution # 18-1

WHEREAS, County policies and procedures require both the assigned oversight committee and the County Board to approve all requests to procure goods and/or services costing \$30,000 or more; and,

WHEREAS, the Department of Coroner's Office wishes to procure goods and/or services from Southern Illinois University School of Medicine for the purpose of Forensic Pathologist in the amount of approximately 220,000.00; and

WHEREAS, this purchase will allow SIU School of Medicine to provide a Forensic Pathologist; and

WHEREAS, as documented by the approval of this resolution, Jail Committee has approved the Coroner's Office Department's request to procure the items specified and the committee recommends that the County Board approve procurement of the same, and;

NOW, THEREFORE, BE IT RESOLVED that the Sangamon County Board, in session this 12th day of April, 2021, approves the procurement of the goods and/or services detailed above. The Elected Official/Department Head is authorized to sign required documents to execute the provision of this procurement.

Chairman, Sangamon County Board

ATTEST:

County Clerk

Approved by the Jail Committee _____, _____

FILED

APR 02 2021

Don P. May

Attachment: Purchase Order form

RECEIVED
2660

APR 1 2021

_____, Chairman

Andy Goleman
SANGAMON COUNTY AUDITOR

18-2

UNIVERSITY CONTRACT R-10530

**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 Coroner’s Office (hereinafter collectively referred to as the “County”) and THE BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY, a body politic and corporate of the State of Illinois, located at Carbondale, Illinois, for an on behalf of its School of Medicine (hereinafter referred to as “University”). County and University are collectively referred to, in this Agreement, as the “Parties,” and either County or the University may be separately identified, in this Agreement, as a “Party.”

RECITALS:

WHEREAS, the County is responsible for determining the cause of death, by means of autopsy, of individuals within Sangamon County; and

WHEREAS, the County desires the services of a forensic pathologist (“Services”) to be provided by the University; and

WHEREAS, County desires Services be conducted on its decedents at Memorial Medical Center in Springfield, Illinois (“Facility”); and

WHEREAS, the University desires to provide such Services through one of its physicians, of the School of Medicine’s Department of Internal Medicine (“Department”); and

WHEREAS, University and County represent, warrant, and acknowledge that the compensation to be provided for the services of Physician pursuant to the terms of this Agreement are the result of arms length negotiations between the Parties.

TERMS:

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:

I. APPOINTMENT.

- 1.1 Appointment. County 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 the services of Nathaniel Patterson, M.D. (“Physician”), on an as needed basis, to perform the duties set forth below.
- 1.2 Continuing Obligations. During the term of this Agreement, University shall ensure that Physician shall hold and maintain certification in anatomic pathology with subspecialty certification in forensic and pediatric pathology from the American Board of Pathology.

II. DUTIES AND COVENANTS OF UNIVERSITY.

- 2.1 Services. The University will require that the Physician devote such time and attention as are necessary to faithfully and diligently perform his duties and responsibilities as the Physician, in a professional, competent and satisfactory manner. It is expected that Physician will make himself available to the County equivalent to a full-time basis. Physician will perform such Services in compliance with the administrative guidelines and policies of the University. Services will not be provided on days identified on the University’s holiday schedule (Exhibit B).
- 2.2 Designee. The University may designate various University employees (“Physicians”) with the same or similar qualifications to assist with the completion of Services.
- 2.3 Applicable Standards. Physician shall also perform the duties hereunder in conformance with all applicable requirements of the federal and state constitutions and all applicable federal and state statutes and regulations.
- 2.4 Certification of University. 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 COUNTY.

- 3.1 Compensations. County will provide compensation to University as provided for under Section 4.1.

- 3.2 Support Services. County shall provide such facilities, equipment, supplies, utilities, and other support services as County shall reasonably deem necessary.
- 3.3 Representations and Warranties of County: As an inducement to enter into this Agreement, County 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 County is subject or conflict with a current contractual obligation.
 - b. County 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.
- 3.4 Practical Learning Experience. County will allow University, under the direct supervision of the Physician and in connection with University educating its students, to provide certain practical learning and or/clinical experiences for its students, by observing the Services provided to County.
- 3.5 Permissions. County shall hold and maintain the required permissions between the County and the Facility to allow Physician to provide Services for the County, at the Facility.

IV. FINANCIAL ARRANGEMENTS.

- 4.1 Compensation and Invoicing for Services of Physician. Compensation shall be provided to the University as follows:
 - a. County shall pay the University, as and in compensation of the Physician's performance of the Services for the County, at a rate of ONE THOUSAND DOLLARS (\$1,000.00) per autopsy provided. Additionally, County will compensate University at a rate of THREE HUNDRED DOLLARS (\$300.00) per hour for Testimony, Expert Witness and Pre-trial work ("Additional Services") provided by the Physician pursuant to this Agreement.
 - b. Department shall invoice County on a monthly basis for all Services provided during the preceding month.
 - c. Payments shall be due within fifteen (15) days of County's receipt of the monthly invoices for Services provided and supplies reimbursement. Remittance for monthly payment should include University contract number R10530 and should be sent to:

18-5

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

- 4.2 Taxes and Fringe Benefits. 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 Physician 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 Physician providing services hereunder; shall not participate in any County employee benefit plan or any other fringe benefits; and shall not receive any other compensation from County.
- 4.3 Limitation on Compensation. The preceding provisions of this Article IV, notwithstanding, however, the compensation which the Parties reasonably anticipate that the County will pay to the University under and pursuant to this Agreement, excluding Additional Services, will not exceed the annual aggregate sum of TWO HUNDRED TWENTY THOUSAND DOLLARS (\$220,000.00).

V. INSURANCE AND INDEMNIFICATION.

- 5.1 Insurance. The University, in accordance with its plan of self-insurance, as amended, will provide individual coverage for Physician services furnished to the University by the Physician within the scope of his/her responsibilities as an employee of the SIU School of Medicine. Such coverage will protect the Physician 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 Physician so long as the University continues to provide professional liability through its self-insurance program. The University will notify the County at least ninety (90) days prior to (i) any discontinuance of self-insurance program coverage for Physician services furnished to the University by the Physician within the scope of his/her responsibilities as an employee of the SIU School of Medicine or (ii) any reduction in the amount of coverage. In the event of any such discontinuance or reduction, County 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 County that insurance requirements have been met. Failure of the County to obtain certificates or other insurance evidence from University shall not be deemed a waiver by the County.

County 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. . County may provide any or all of such coverages through a program of self-insurance, at County’s option. Umbrella liability insurance may be used to meet the general liability coverage limit requirements. County 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, County 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. County 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, County 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 County shall not be deemed a waiver by the University.

5.2 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 the date of last signature, for a term of one (1) year therefrom.

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. In the event of such termination, the Parties shall not contract with each other for like or similar services within the term of this Agreement.

b. Loss of Qualifications. Failure of Physician to maintain the qualifications required under Section 1.2 of this Agreement. Such termination shall be immediate upon written notice from County 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 sixty (60) 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 County and neither this Agreement nor any right or interest of University or County 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 County and University, or Physician, or to allow County to exercise control or direction over the manner or method by which Physician 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 County 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 County.
- 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:

COUNTY:

Jim Allmon
 Sangamon County
 Office of the Coroner
 200 S. 9th Street, Room 308
 Springfield, Illinois 62701

UNIVERSITY:

John M. Flack, MD, MPH
 Professor and Chair
 Department of Internal Medicine
 SIU School of Medicine
 701 North 1st Street, MC 9636
 Springfield, Illinois 62702-4949

With a copy to:

Revenue Contracts
 SIU School of Medicine
 327 W. Calhoun, MC 9606
 Springfield, IL 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 B 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.

[The remainder of this page intentionally left blank.]

18-10

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:

John M. Flack, MD, MPH
Professor and Chair
Department of Internal Medicine
SIU School of Medicine

COUNTY OF SANGAMON, ILLINOIS

THE BOARD OF TRUSTEES OF
SOUTHERN ILLINOIS UNIVERSITY

By _____
Andy Van Meter
County Board Chairman

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: _____

ACKNOWLEDGED:

Nathaniel Patterson, MD

SangamonCo'21_ExtRel_Patterson_#10530

18-11

EXHIBIT A

NATHANIEL PATTERSON, M.D.

**FORENSIC PATHOLOGY
COUNTY OF SANGAMON, ILLINOIS
OFFICE OF THE CORONER**

University Duties:

The Physician shall:

1. Provide Autopsy services – it is estimated Provider will conduct approximately 200 autopsies per year; and
2. Provide testimony, expert witness and pre-trial work related to autopsies performed.

EXHIBIT B

**SIU SCHOOL OF MEDICINE
HOLIDAY SCHEDULE – FY2021**

July 1, 2020 – June 30, 2021

<u>Date of Holiday</u>	<u>Name of Holiday</u>	<u>Day of Week</u>	<u>Explanation</u>
July 3, 2020	Independence Holiday	Friday	Legal Holiday
September 7, 2020	Labor Day	Monday	Legal Holiday
November 11, 2020	Veterans Day	Wednesday	Designated Holiday
November 26, 2020	Thanksgiving Day	Thursday	Legal Holiday
November 27, 2020	Thanksgiving Holiday	Friday	Designated Holiday
December 24, 2020	Christmas Eve Holiday	Thursday	Designated Holiday
December 25 2020	Christmas Day Holiday	Friday	Legal Holiday
December 28, 2020	Administrative Closure	Monday	Administrative Closure
December 29, 2020	Administrative Closure	Tuesday	Administrative Closure
December 30, 2020	Administrative Closure	Wednesday	Administrative Closure
December 31, 2020	New Year's Eve	Thursday	Designated Holiday
January 1, 2021	New Year's Day	Friday	Legal Holiday
January 18, 2021	Martin Luther King Day	Monday	Designated Holiday
May 31, 2021	Memorial Day	Monday	Legal Holiday

**SIU SCHOOL OF MEDICINE
HOLIDAY SCHEDULE – FY2022**

July 1, 2021 – June 30, 2022

<u>Date of Holiday</u>	<u>Name of Holiday</u>	<u>Day of Week</u>	<u>Explanation</u>
July 5, 2021	Independence Holiday	Monday	Legal Holiday
September 6, 2021	Labor Day	Monday	Legal Holiday
November 11, 2021	Veterans Day	Thursday	Designated Holiday
November 25, 2021	Thanksgiving Day	Thursday	Legal Holiday
November 26, 2021	Thanksgiving Holiday	Friday	Designated Holiday
December 23, 2021	Administrative Closure	Thursday	Administrative closure
December 24, 2021	Christmas Eve Holiday	Friday	Legal Holiday
December 27 2021	Designated Closure	Monday	Designated Closure
December 28, 2021	Administrative Closure	Tuesday	Administrative Closure
December 29, 2021	Administrative Closure	Wednesday	Administrative Closure
December 30, 2021	Administrative Closure	Thursday	Administrative Closure
December 31, 2021	New Year's Eve	Friday	Legal Holiday
January 17, 2022	Martin Luther King Day	Monday	Designated Holiday
May 30, 2022	Memorial Day	Monday	Legal Holiday

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)