

Resolution No. 8-1

A RESOLUTION APPROVING AND AUTHORIZING THE SANGAMON COUNTY DEPARTMENT OF PUBLIC HEALTH, ON BEHALF OF SANGAMON COUNTY, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE SOUTHERN ILLINOIS UNIVERSITY SCHOOL OF MEDICINE FOR COVID-19 TESTING SERVICES

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 SIU School of Medicine (“SIU”) and its Center for Family Medicine is an Illinois Public University operating under the laws of the State of Illinois; and,

WHEREAS, SIU and Sangamon County (“County”), through its Department of Public Health, have worked in partnership to expand medical services to the people of the County of Sangamon during the COVID-19 pandemic; and,

WHEREAS, the County, through the Department, is willing to support SIU to continue providing COVID-19 testing services to the residents of Sangamon and Menard Counties; and,

WHEREAS, SIU wishes to enter into an Agreement with the Department, as authorized by the County to provide COVID-19 testing services as described hereto as hereto as Exhibit A; and

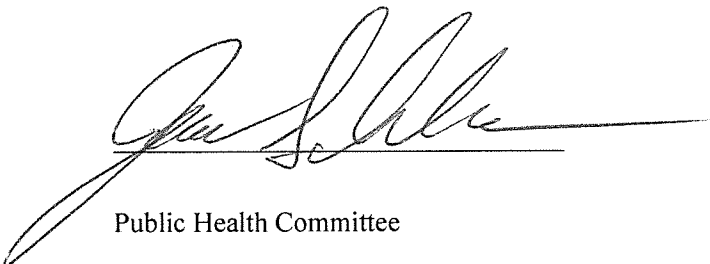
WHEREAS, the Public Health Committee has reviewed this Agreement and approved that it be presented to the County Board for approval;

FILED

SEP 06 2022

Don Hays
Sangamon County Clerk

NOW, THEREFORE BE IT RESOLVED by the County Board of Sangamon County, in session this 13th day of September 2022, that this Board hereby approves the Department entering into the intergovernmental agreement with the SIU School of Medicine.



Public Health Committee

Chairman, Sangamon County Board

ATTEST:

County Clerk

UNIVERSITY CONTRACT R-10866

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

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into, by and between SANGAMON COUNTY, a unit of local government of the State of Illinois, for and on behalf of its Department of Public Health, located in Springfield, Illinois, (hereinafter collectively referred to as “County”) and THE BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY, a body politic and corporate of the State of Illinois, located at Springfield, Illinois, for and on behalf of its School of Medicine (hereinafter collectively 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 provides services for the health and well-being of the residents of Sangamon and Menard Counties (Sangamon and Menard) with regard to impact and management of infectious/communicable diseases; and

WHEREAS, the County desires professional medical services, to provide testing services specifically relate to the COVID19 pandemic (“Services”) for the County; and

WHEREAS, the University employs a professional (hereinafter “Professional”) who is appropriately qualified to provide the desired Services to the County as detailed in Exhibit A; and

WHEREAS, University and County represent, warrant, and acknowledge that the compensation to be provided for the Services of Professional 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. 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 one Professional on a part time to full-time basis to perform the duties set forth below. The Professional assigned will be determined based upon need.
- 1.2 Continuing Obligations. During the term of this Agreement, University shall ensure that the Professional 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. Professional shall provide such Services on an as needed basis.
- 2.2 Services. Professional 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. Professional 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 Support Services. University shall provide the support services needed for the Professional. This shall include any trainings that the University shall deem necessary. University will work with the County and with the testing supply company to ensure all equipment and supplies needed are available for COVID-19 testing.
- 2.6 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 COUNTY.

- 3.1 Compensations. County will provide compensation to University as provided for under Section 4.1.
- 3.2 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.

IV. FINANCIAL ARRANGEMENTS.

- 4.1 Compensation and Billing for Services of Professional. County shall pay the University, as and in compensation of the Professional's performance of the Services for the County, ONE THOUSAND AND SIX HUNDRED SIXTY-SIX DOLLARS (\$1,666.00) per month, payable within thirty (30) days of County's receipt of an invoice for the previous month.
- 4.2 Remittance. Remittance for payment should include University contract number R-10866 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 Professional providing services hereunder; Professional shall not participate in any County employee benefit plan or any other fringe benefits; and Professional shall not receive any other compensation from County.
- 4.4 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 will not exceed the aggregate sum of TEN THOUSAND DOLLARS (\$10,000.00) for the six-month services provided.

V. INSURANCE.

5.1 Insurance. The University, in accordance with its plan of self-insurance, as amended, will provide individual coverage for Professional's services furnished to the University by the Professional within the scope of his/her responsibilities as an employee of the SIU School of Medicine. Such coverage will protect the Professional 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 Professional 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 Professional's services furnished to the University by the Professional within the scope of his/her responsibilities as the 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 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. 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 on June 1, 2022 (“Effective Date”) and shall continue for six (6) months, 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 Professional 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 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 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 Professional, or to allow County to exercise control or direction over the manner or method by which Professional 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:

Gail O'Neill
Public Health Director
Sangamon County Health Department
2833 South Grand Ave. E.
Springfield, Illinois 62703

UNIVERSITY:

Michelle Lynn
Executive Director
Office of Clinical Operations
SIU School of Medicine
201 E. Madison Street, MC 9639
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 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.

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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:

Michelle Lynn
Executive Director
Office of Clinical Operations
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: _____

SangamonCo. _ClinicalOp_CovidTst_10866_FY22

EXHIBIT A
COVID TEST SERVICES
SANGAMON COUNTY
FOR AND ON BEHALF OF THE
SANGAMON COUNTY HEALTH DEPARTMENT

Goals/Services:

1. Pursuant to this Agreement, the University shall provide Covid test services for Sangamon and Menard Counties.
2. The University shall have a professional available for testing possible COVID-19 cases, pre-procedural testing, travel questions on testing, and possible exposures and/or positivity.
3. University will provide services Monday to Friday on a part time to full time per day basis, as needed, at 201 E Madison Street, Springfield IL 62702.

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)