

**COVID TESTING SERVICES AGREEMENT**  
**BETWEEN**  
**OSF HEALTHCARE SYSTEM**  
**AND**  
**CHAMPAIGN COUNTY**

THIS COVID 19 TESTING SERVICES AGREEMENT ("Agreement") is made and entered into as of March 15, 2021, by and between OSF HEALTHCARE SYSTEM, an Illinois not-for-profit corporation ("OSF"), located in Peoria, Illinois, and Champaign County ("Client").

**RECITALS**

- A. Client desires for OSF to provide COVID 19 testing services, as defined below.
- B. OSF, through its OSF System Laboratory or contracted partner laboratory facilities ("Laboratory"), has the requisite knowledge and experience to provide COVID 19 testing services ("Laboratory Services") to Client.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and in reliance upon the recitals, set forth above and incorporated herein by reference, the parties hereto agree as follows:

I. APPOINTMENT, PREREQUISITES AND COMPLIANCE.

- 1.1 Appointment. Client hereby retains and contracts with OSF, and OSF accepts such retention and contractual arrangement to provide Laboratory Services set forth in Section 2.1.
- 1.2 Prerequisites. As conditions precedent to the operation of this Agreement, OSF shall ensure that its personnel or contracted partner, who will be providing Laboratory Services herein, shall as necessary, hold a currently valid Illinois license to practice in the particular specialty and all testing Laboratory personnel and technical supervisors shall meet CLIA Required Personnel Qualifications (all persons in this Section 1.2 shall be referred to as "Laboratory Personnel").
- 1.3 Compliance with Laws.
  - a. The parties acknowledge and agree that the performance by the parties of their obligations hereunder in no way obligates either party and is in no way contingent upon the admission, recommendation, referral or any other form of arrangement by either party for admission or utilization of patients or any item or service offered by the other party or any other entity with whom the other party might be affiliated. Each party is expressly authorized, encouraged and required to make all judgments regarding referral and site or source of treatment solely on the basis of the patient's demonstrated clinical needs and the abilities and qualifications of facilities and practitioners.

- b. Each party agrees that neither it, nor any persons providing services hereunder, are debarred, suspended or excluded from participation in any state or federal healthcare program including, without limitations, Medicare, Medicaid and Tricare, or any health plan or managed care organization with which either party has contracted for services. If either party or any of its employees providing services hereunder become debarred, suspended or excluded from such participation, the party involved in such debarment, suspension or exclusion will notify the other party immediately.
- c. Both parties agree that, at all times during the term of this Agreement, they shall comply with all applicable laws, rules and regulations of the United States, the State of Illinois, and any other applicable governmental agencies in the performance of services hereunder and the billing for such services. This requirement includes, but is not limited to, the federal Anti-Kickback law, Stark law, related State laws and all pronouncements, regulations and agency guidance, pronouncements, rules, regulations or interpretative guidelines promulgated thereunder.
- d. Each party agrees that it will comply in all material respects with all federal and State mandated regulations, rules or orders applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated under Title II, Subtitle F of the Health Insurance Portability and Accountability Act and the Health Information Technology for Economic and Clinical Health Act (both referred to as "HIPAA").

## II. DUTIES AND COVENANTS OF OSF.

- 2.1 Laboratory Services. OSF shall provide directly or through its partner facilities, Laboratory Services, defined as including, but not limited to, the following:
  - a. COVID 19 testing.
  - b. Development and maintenance of clinical laboratory reports through mobile applications ("Apps") developed by OSF or partner entities.
- 2.2 Deliverables. OSF shall provide the following:
  - a. Supplies: Provision of standard collection/collection container supplies for samples being submitted to Laboratory for COVID 19 testing.
  - b. Courier Service: OSF shall determine courier frequency and pick-up times, or Client drop off/delivery at designated Laboratory.

- c. Clinical Requisitions for test ordering: OSF will provide ordering instructions via designated Apps.
- 2.3 Applicable Standards. OSF shall ensure that Laboratory Personnel shall service Client in such a manner as will ensure that all duties are performed and services provided in and through Client as may be required by any standard, ruling or regulation of The Joint Commission, the Department of Health and Human Services, or any other federal, Illinois or local government agency, corporate entity or individual exercising authority with respect to, or affecting, Client. OSF shall ensure that its Laboratory Personnel do not contravene the *Ethical and Religious Directives for Catholic Health Care Services*, promulgated by the United States Conference of Catholic Bishops, as interpreted and applied by OSF and as amended from time to time.
- 2.4 Preparation of Records. Laboratory Personnel shall cause to be prepared electronic records of all testing interpretations performed herein, and all other documentation required, as agreed to by the parties.

### III. DUTIES AND COVENANTS OF CLIENT.

- 3.1 Specimen Collection. In cases of Client drop off of specimen, OSF will provide collection requirements and Client shall comply with the requirements concerning correct patient demographics, specimen collection, and preparation. Failure to comply with the specimen collection requirements or specimen identification information may result in one of the following, at OSF's discretion:
  - a. Delay in the provision of Laboratory Services.
  - b. A waiver of OSF's obligation to perform the specific Laboratory Service.
  - c. Client's responsibility for payment for the Laboratory Services, if Client's failure to follow the requirements of Specimen Collection (Sec 3.1) result in OSF's inability to bill a third party for the Laboratory Services on the patient's behalf.
  - d. Termination of this Agreement.
- 3.2 Deliverables. In cases of Client administration, Client shall: (i) Place the lab orders with provision of all required order information; (ii) Ensure that all supplies are used exclusively for patient testing sent to Laboratory; (iii) properly collect, label, prepare, and store (or deliver as agreed) specimens to be prepared; and (iv) designate a Client administrator under control of Client to coordinate administration of the Laboratory Services with OSF and Laboratory and manage Apps information on behalf of Client

IV. FINANCIAL ARRANGEMENT.

- 4.1 Billing. OSF shall bill Client monthly for all Laboratory Services provided to Client. All billing will be in accordance with applicable federal and Illinois statutes and regulations.
- 4.2 Laboratory Services Fee. OSF shall bill Client on a per-test conducted basis at the rate of \$10.00. Such fee shall be assessed regardless of results of such tests (positive, negative or inconclusive). Such billing shall occur each month for all Laboratory Services provided the prior month. Absent a good faith dispute, Client shall remit payment for such monthly invoice to OSF within thirty (30) days receipt of such invoice. Invoices sixty (60) days past due will be considered delinquent and invoices ninety (90) days past due may result in the account being placed in collections and suspension of services.
- 4.3 Insurance. Each party agrees at all times to maintain, at its own expense, professional liability insurance covering the party and its employees, in the minimum amount of One Million Dollars (1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) per aggregate claims for one (1) occurrence. Upon written request, a party shall provide the other party a certificate thereof reflecting such coverage.
- 4.4 Compliance With Rules of Third-Party Payors; Allocation of Time. OSF shall comply with all federal and State statutes, regulations, rules and instructions pertaining to Medicare and Medicaid reimbursement and all requirements of third-party payors which are necessary to obtain reimbursement for services rendered pursuant to this Agreement.

V. TERM AND TERMINATION

- 5.1 Term. The promises and obligations herein contained shall commence as of March 15, 2021, ("Commencement Date"), for a term of one (1) years therefrom ("Initial Term") and shall thereafter renew for successive one (1) year periods ("Term"), unless either party gives the other party written notice of intent not to renew this Agreement at least thirty (30) days prior to the expiration of the Initial Term, or the then-existing renewal periods, subject, however, to termination under Section 5.2.
- 5.2 Termination. This Agreement may be sooner terminated on the first to occur of any of the following:
  - a. Agreement. Written agreement by both parties to terminate this Agreement.

- b. Breach. Excluding actions or events which may lead to termination of the Agreement pursuant to Section 5.2 (c)-(f), in the event of the breach of any of the terms or conditions of this Agreement 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.
- c. Government Programs. In the event that OSF or Client is excluded from participation in any state or federal healthcare reimbursement program, or if any Laboratory Personnel working on behalf of OSF is excluded from participation in a state or healthcare reimbursement program, the excluded party shall immediately notify the non-excluded party of the exclusion. If any excluded party continues to provide services hereunder, this Agreement may be terminated immediately by the non-excluded party upon written notice to the excluded party.
- d. Force Majeure. If either party is prevented from performing its obligations under Agreement, by strikes or other labor disputes, official or unofficial, fire, war, 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.
- e. Triggering Event. In the event of the triggering event set forth below, either party may give the other party notice of intent to amend this Agreement in order to: (i) accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of law; (ii) achieve the least burdensome alternative for the parties which brings this Agreement into compliance with law; and (iii) render this Agreement in compliance with law and alleviate a material adverse legal or financial consequence. If this Agreement is not so amended in writing within thirty (30) days after such notice is given, this Agreement shall terminate as of midnight on the thirtieth (30th) day after such notice is given. The triggering event is an unqualified written opinion of a reputable attorney, who has practiced predominantly in healthcare law for a minimum of ten (10) years, that any federal, state or local government or agency has passed, issued or promulgated any law, rule, regulation, standard or interpretation that would render this Agreement illegal, or that could cause significant and material adverse legal and/or financial consequences for either party hereto, including without limitation, any such action that would adversely affect the tax exempt status or the present or future tax-exempt financings of Client or any of its affiliated or related entities.

- f. Notice. In the event that either party under this Agreement shall, with or without cause at any time give to the other party at least thirty (30) days advance written notice, this Agreement shall terminate on a future date specified in such written notice. In the event notice of termination is given under this subsection, this Agreement shall continue in full force and effect from the time notice is given until the effective termination date.
- 5.3 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.
- 5.4 Termination of Other Contracts. This Agreement supersedes any and all other agreements, either written or oral, between the parties with respect to the Laboratory Services provided herein, and all other such agreements, either written or oral, shall be considered terminated as of the Commencement Date set forth in Section 5.1.

## VI. MISCELLANEOUS

- 6.1 Assignment. This Agreement and all rights and benefits hereunder are personal to OSF and Client, and neither this Agreement nor any right or interest of OSF or Client herein, or arising hereunder, shall be voluntarily or involuntarily sold, transferred or assigned without written consent of the other party, and any attempt at such assignment is void.
- 6.2 Independent Contractor. It is expressly acknowledged by the parties that OSF is an independent contractor of Client and that nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship or a joint venture relationship between Client and OSF, or Client and Laboratory Personnel, or to allow Client to exercise control or direction over the manner or method by which Laboratory Personnel perform the services that are described in this Agreement; provided always that OSF shall ensure that the services provided by Laboratory Personnel shall be provided in a manner consistent with the standards governing such services and the provisions of this Agreement.
- 6.3 Changes or Modifications. No change or modification of this Agreement shall be valid unless the same shall be in writing signed by Client and by OSF. No waiver of any provision of the Agreement shall be valid unless in writing and signed by the person or party against whom charged.
- 6.4 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 matter hereof. OSF and Client acknowledge that in entering into and

executing this Agreement, reliance has been solely upon the representations and agreements contained in this Agreement. This Agreement supersedes any and all other agreements, either written or oral, between the parties hereto with respect to the subject matter hereof.

- 6.5 Notices. Notices required shall be considered effective when delivered in person at, or when deposited in the United States Certified Mail, postage prepaid, return receipt requested and addressed to:

Client:

County Executive  
Champaign County  
1776 E Washington St.  
Urbana, IL 61801

OSF:

Vice President, Business Development  
Jump Simulation and Education  
Center  
1306 N Berkeley Ave.  
Peoria, IL 61603

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.

- 6.6 Governing Law. This Agreement shall be construed and governed by the laws of the State of Illinois. The parties agree that the terms and conditions of the Agreement have been executed and carried out in Peoria County, Illinois and that Peoria County, Illinois is the sole and exclusive venue for any legal proceeding arising out of this Agreement.
- 6.7 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.
- 6.8 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.
- 6.9 Interpretation. This Agreement is a result of negotiations between the parties, none of whom have acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the parties hereby waive the application of any rule of law that otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular and the singular, the plural. The words "hereof," "herein," "hereunder" and similar

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terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. The section titles and other headings contained in this Agreement are for reference only and shall not affect in any way the meaning or interpretation of this Agreement.

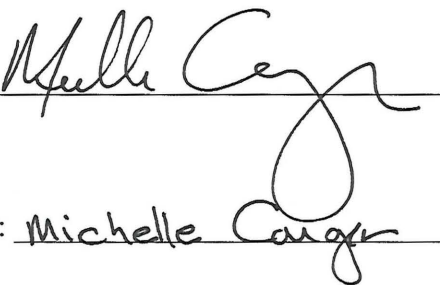
IN WITNESS WHEREOF, the parties have hereto executed this Agreement, in multiple originals, on the last date written below.

Client:

OSF Healthcare System:

Champaign County

By:   
Darlene A. Kloepfel  
Champaign County Executive

By:   
Michelle Cargr

Print: \_\_\_Darlene A. Kloepfel\_\_\_

Print: Michelle Cargr

Dated: 3/9/21

Dated: \_\_\_\_\_



EXHIBIT A

Summary of Operations:

Champaign County employees will utilize testing location at:

State Farm Center, University of Illinois Campus  
1800 South 1<sup>st</sup> Street  
Champaign, IL 61820

Hours of Operation (initial launch, to be expanded):

Tuesday: 8:00 am – 4:30 pm  
Thursday: 8:00 am – 4:30 pm  
Friday: 8:00 am – 4:30 pm  
Saturday: 8:00 am – 11:00 am  
Sunday: 10:00 am – 1:00 pm

*Onsite testing solutions staffed by OSF HealthCare are available but would be subject to an amended cost per test.*