

Occupational Medicine Services Agreement SARS-CoV-2 Diagnostic Testing

This Occupational Medicine Services Agreement (“Agreement”) is between Carle Health Care Incorporated d/b/a Carle Physician Group (“Carle”) and Champaign County Sheriff’s Department (“Company”). This Agreement is effective as of the date of the last signature below (“Effective Date”). Carle and Company may be referred to herein individually as “Party” or collectively as “Parties”.

Nature of Services and Fees

1. **Overview.** Carle, through its physician’s or other licensed health care professionals (“PLHCPs”) provides various occupational medicine services in Urbana, Illinois and the surrounding communities. Company desires to engage Carle to provide SARS-CoV-2 diagnostic testing services to Company and its employees.
2. **Testing.** Carle shall process SARS-CoV-2 diagnostic testing to Company’s employees and provide testing supplies as needed.
3. **Qualifications.** The health care professionals used by Carle to perform the Services under this Agreement shall perform all services hereunder in compliance with all relevant federal and state laws, regulations, and standards governing the practice of medicine.
4. **Fees.** As consideration for Carle performing its obligations under this Agreement, Company will compensate Carle as follows:

Diagnostic Test	Charge
SARS-CoV-2	\$ 90.00
Supplies	Charge
Testing Kit	\$ 5.00

5. **Medical Records.** All rights, title, and interest in the medical records generated by the Carle in the course of performing Services hereunder shall be the sole and exclusive property of the Carle; provided, however, that Carle shall make available to Company the information contained in the medical records pursuant to a proper HIPAA Authorization from the patient.
6. **Proper Authorization.** Company represents and warrants to Carle that it has or will have current authorizations, as required by law and related regulations, from any employee whose medical and personal information, in whatever form, is made available to Carle for the performance of Services hereunder, and will, at Carle’s request, promptly provide such authorization to Carle.
7. **Invoice.** Carle will submit to the Company monthly statements for all Services rendered under this Agreement during the preceding month for which Company is obligated to pay Carle. Fees owed by Company to Carle are payable to Carle within thirty (30) days of receipt of invoice. For a fee or invoice to be “Disputed” (or a “Disputed Payment”) under this section, (i) prior to the original due date for such payment, Company has provided Carle with written notice of the dispute and has paid all the portion of the account that is not in dispute; and (ii) the dispute is made in good faith; and (iii) Company has consistently engaged in good faith efforts to resolve the dispute. Unless otherwise agreed to by the Parties in writing, an unpaid sum may be afforded Disputed Payment status for no more than thirty (30) days from the original due date of such payment. “Undisputed”, when used herein regarding a payment, means any amount that is not in Disputed Payment status.
8. **Term and Termination.** The Agreement will commence on the Effective Date and will continue for a period of one (1) year unless sooner terminated: (i) upon a material breach of the Agreement or by the other Party. The non-breaching party will give thirty (30) days written notice to the breaching party describing the material breach and afford the breaching party the opportunity to cure a breach within such thirty (30) day period; (ii) at any time upon

the terms set forth in a written document signed by both Parties; and (iii) at any time without cause by providing the other Party thirty (30) days prior written notice of such termination. Upon termination of this Agreement, neither Party shall have any further obligations hereunder, except obligations accruing prior to the date of termination including, without limitation payment for Services performed by Carle and expenses incurred prior to the date of the notice of termination.

General Terms and Conditions

9. **Amendments.** This Agreement may be amended only by an instrument in writing signed by the Parties hereto.
10. **Assignment.** Neither Party may assign this Agreement, nor any portion of it without the prior written consent of the other Party. Provided however that Carle may engage in a qualified 'locum tenens' to perform the Services hereunder and no such written consent will be required. This Agreement shall extend to and be binding upon the heirs, personal representatives, successors and permitted assigns of the Parties.
11. **Authority to Contract.** Each Party represents and warrants that it is duly organized and in good standing under the laws of the State in which it is incorporated and is qualified to do business in and in good standing in all other jurisdictions in which the Party conducts business. Each Party has the power and other authority to execute, deliver and perform this Agreement. This Agreement and all documents and agreements required to be delivered by a Party hereunder will be legal, valid, and binding obligations of the other Party enforceable in accordance with their terms in each case.
12. **Choice of Law; Forum.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, and all disputes related to this Agreement will be resolved in the state or federal courts of Illinois.
13. **Compliance with Laws.** Each Party certifies to the other that it and its respective personnel will perform their obligations under this Agreement and any in conformity with all Applicable Law. "Applicable Law" means such federal, state, and local laws, rules and administrative regulations and guidance, including manuals, guidelines, operational policy letters, any Centers for Medicare and Medicaid Services (CMS) directions or instructions, and any directions or instructions that are adopted and/or published by any federal or state regulatory agency or any other governmental body with authority over either Party under this Agreement.
14. **Confidential Information.** Each Party agrees to keep all Confidential Information of this nature in a secure place and further agrees not to publish, communicate, divulge, use or disclose, directly or indirectly, for its own benefit or for the benefit of another, either during or after contract performance, any Confidential Information. "Confidential Information" means any agreement between the Parties and the discussions, negotiations and proposals related to those agreements and any information concerning the other Party's business including, without limitation, tangible, intangible, visual, electronic, written, oral, present, or future information such as: (a) trade secrets; (b) financial information and pricing; (d) business information, such as operations, planning, marketing interests, and products.
15. **Counterparts.** This Agreement and any amendment hereto, may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same document, and is binding on all Parties notwithstanding that each Party may have signed different counterparts. Facsimiles or scanned copies of signatures or electronic images of signatures shall be considered original signatures.
16. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof, and supersedes and replaces all prior writings, discussions and rights relating thereto; and no obligation of any kind relating thereto is assumed by or implied against either party hereto except for those obligations expressly stated herein and those imposed by common law. This Agreement may only be amended by a written instrument signed by the parties hereto.
17. **Force Majeure.** Neither Party shall be liable for any failure or delay in performance under this Agreement to the extent said failures or delays are caused by conditions beyond its control including, but not limited to Acts of God, wars or civil commotion, destruction of facilities or materials by fire, earthquake, storm or other natural disaster, fire, pandemics or other public health outbreaks, or any other cause beyond the reasonable control of the Party whose performance is affected.

18. **Fraud or Abuse.** Neither Party is or has been subject to a government-imposed corporate integrity agreement as a result of investigation or charges of any type of civil or criminal healthcare fraud and/or abuse.
19. **Indemnification.** Each Party agrees to indemnify and hold the other Party and its employees, directors, officers and agents (collectively, the "Indemnitees") harmless from and against any and all third party claims and associated liabilities, obligations, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorney's fees) imposed upon or incurred by or asserted against any of the Indemnitees ("Claims") for bodily injuries (including death) or damages to or loss of real or tangible personal property, to the extent that any such Claim arises out of the negligent or wrongful acts or omissions of the indemnifying party, its employees or agents in connection with this Agreement, provided that the Indemnitee provides the indemnifying party with prompt notice of the Claim, reasonable cooperation in the defense and/or settlement of the Claim and is given all right and power to defend and/or settle such Claim. Furthermore, the indemnifying party shall not enter into any non-monetary settlement or admit fault or liability on the Indemnitee's behalf, without the prior written consent of the Indemnitee, which consent shall not be unreasonably withheld, delayed, or conditioned. The obligations of indemnity shall survive the expiration or termination of the Agreement.
20. **Independent Contractor.** The relationship of Carle and Company herein shall be that of independent contractors. Neither party to this Agreement will be deemed the employee, agent, partner, joint venturer, officer, principal, associate or other representative of the other party. Each party will control the hiring and firing of its own employees and will pay for all social security, withholding tax, employment insurance, Worker's Compensation insurance and other such payroll changes applicable to its own employees.
21. **Marketing.** Neither Party shall use the name of the other Party in any promotional or advertising material unless review and approval of the intended use shall first be obtained from the Party whose name is to be used.
22. **No Conflict.** Each Party represents and warrants that its execution and performance of this Agreement will not violate or infringe upon the rights of any third-party and will not conflict with or violate any commitment, agreement, or understanding Company has or will have with any person or entity.
23. **Non-Solicitation.** During the term of this Agreement and for a period of twelve (12) months beginning on the date of expiration or termination of this Agreement, neither Party may (a) directly or indirectly, either individually or as an employee, agent, partner, shareholder, consultant or in any other capacity, solicit or influence or attempt to solicit or influence any employee or independent contractor of the other Party; or (b) engage in communications which portray the other Party in a negative manner. Notwithstanding the foregoing, the restrictions in this section will not apply to an individual who responds to general solicitation or advertisement of job openings or participates in other general recruiting activities such as a job fair, which will not be considered a solicitation under this provision.
24. **Notice.** Any notice or communication referenced in this Agreement is deemed given as of the date of mailing and shall be given to the respective Parties by registered or certified mail at the following addresses (unless either Party shall otherwise designate its new address by written notice):

Champaign County Sheriff's Dept.
204 E. Main
Urbana, IL 61808
Attn: Dustin Heurman

Carle Health Care Incorporated
d/b/a Carle Physician Group
611 W. Park Street
Urbana, IL 61801
Attn: Amy Cathorall

25. **Warranty of Non-Exclusion.** By execution of this Agreement, each Party represents and warrants to the other Party that it has not (i) been excluded, debarred, or otherwise ineligible to participate in any Federal Health Care Program (as defined herein); (ii) been convicted of a criminal offense related to the provision of health care items or services; and (iii) arranged or contracted (by employment or otherwise) with any employee, contractor or agent that it knows or should know is excluded from the participation in any Federal Health Care Program. Furthermore, each Party represents and warrants that it is not currently under investigation or otherwise aware of any circumstances that may result in such Party from being excluded from participation in any Federal Health Care Program and that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e(g), has occurred or is pending or threatened

against it. For the purpose of this Paragraph, the term "Federal Health Care Program" means the Medicare program, the Medicaid program, TRICARE, any health care program of the Department of Veterans Affairs, the Maternal and Child Health Services Block Grant program, any state social services block grant program, any state children's health insurance program, or any similar program. This shall be an ongoing representation and warranty throughout the Term of this Agreement and in the event of a change in status such Party shall immediately notify the other Party.

- 26. **Remedies Cumulative.** Delay or failure to exercise any right or remedy hereunder will not impair such right or remedy or be construed as a waiver thereof or as acquiescence in breach of this Agreement. Any single or partial exercise of any right or remedy will not preclude any other or further exercise thereof or the exercise of any other right or remedy.
- 27. **Severability.** If any term, covenant or condition contained in this Agreement is deemed to be invalid, illegal or unenforceable, then the rights and obligations of the Parties hereto shall be construed and enforced with that term, covenant or condition limited so as to make it valid, legal or enforceable to the greatest extent allowed by law, or, if it is totally invalid, illegal or unenforceable, then as if this Agreement did not contain that particular term, covenant or condition. In such event, the remaining provisions of the Agreement shall be valid and enforceable to the extent permitted by law.
- 28. **Statement of Non-Discrimination.** Each Party is committed to providing services in a manner that is free of discrimination and harassment based on race, ethnicity, national origin, ancestry, religion, gender, age, veteran status or mental/physical disability.
- 29. **Third Party Rights.** Except as otherwise expressly stated herein, the Parties agree that they do not intend to create any enforceable rights in any third parties under this Agreement and that there are no third party beneficiaries to this Agreement.
- 30. **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 provisions hereof.

The Parties, by signature of their duly authorized representatives, have executed this Agreement effective as of the Effective Date.

Carle Health Care Incorporated
d/b/a Carle Physician Group

Champaign County Sheriff's Department

Signature: 
DocuSigned by:
A43AC8777864F7...

Signature: 

Name: Caleb Miller

Name: Dustin Heurman

Title: Senior Vice President, Specialty & Ambulatory Care

Title: Sheriff

Date: 8/15/2022

Date: 8/15/2022