

**PREFERRED HEALTH SYSTEM AGREEMENT
COUNTY OF DUPAGE CORRECTIONS**

This document shall serve as the (“Agreement”) which is entered into between the County of DuPage (hereinafter referred to as the “County”) and Northwestern Memorial HealthCare on behalf of its subsidiaries Central DuPage Hospital Association and Delnor Community Hospital (the entities which comprise Health System for purposes of this Agreement are described in Exhibit A and they are collectively hereinafter referred to as “Health System and/or Health System Providers”). This Agreement, upon approval by the County, shall specify rates in Section I.A. for Covered Services rendered between August 1, 2024 and July 31, 2027. It is agreed that the parties shall come together no later than six (6) months prior to July 31, 2027 to renegotiate a new agreement. If a new agreement is not agreed upon by July 31, 2027, the rates currently set forth in this Agreement will apply until such time as a new contract is negotiated or until the Agreement is terminated.

The County desires to have the Health System provide facility inpatient and outpatient services, and certain professional services, limited to those provided by the Health System, (which services are collectively hereinafter referred to as “Covered Services”), to inmates and juvenile detainees in the custody of the County Sheriff or Probation Department (hereinafter referred to as “Participants”);

The County desires, and the Health System is willing, to have the Health System provide Covered Services to Participants at the preferred rates described below in exchange for the County’s payment to the Health System Providers on a preferred basis.

The County is responsible for payment for medical treatment of Participants when Covered Services are being rendered by Health System Providers.

In consideration of the mutual covenants contained in this Agreement, the parties hereto agree as follows:

I. County Responsibilities

The County shall fulfill the following responsibilities:

- A. The County shall make payment for Covered Services at the rate of forty five percent (45%) of the total charges reflected on a claim for Covered Services to a Participant (hereinafter referred to as “Preferred Rates” which reflect a discount as shown on Exhibit B). Payment shall be made by the County within thirty (30) days of approval of a claim under the Local Government Prompt Payment Act (50 ILCS 505/1, et seq). The County shall have the right to audit any Health System Provider billing in accordance with Section III D.

B. The County's presentation of a Participant to Health System Provider, including presentation by the County Sheriff or Probation Department, will be considered as authorization to render Covered Services. The County shall abide by the Health System's confidentiality and medical record copying and release policies.

II. Health System and/or Health System Providers Responsibilities

Health System and/or Health System Providers shall fulfill the following responsibilities:

A. The Health System will provide treatment for Participants presented by the County, its County Sheriff or the Probation Department as determined appropriate by the Health System Providers. The Health System shall maintain a provider-patient relationship with all Participants receiving Health System Provider Covered Services. The Health System will accept the Preferred Rates as full payment for services rendered to Participants.

B. The Health System represents that all of its entities are either duly licensed by the State of Illinois and/or accredited by The Joint Commission.

C. The Health System and the County, at each party's sole expense, agree to maintain adequate insurance, including self-insurance, for professional liability and comprehensive general liability and such other insurance as appropriate and as shall be reasonably adequate to insure its organization and its employees against any event of loss which would be covered by such insurance.

D. The Health System will bill the County for Covered Services rendered to the Participant by the Health System. Such billing will be provided on a timely basis, and in no event later than ninety (90) days after provision of the applicable Covered Services. If the Participant is known or believed to be eligible for coverage from a source other than the County, then an invoice will not be deemed to have been presented to the County for purposes of determining the payment due date until a final denial of coverage has been made by such other source.

E. The Health System will refund any payments that should not have been made to Health System Providers, which are mutually agreed to by the Health System and the County. Health System shall refund such incorrect payments within thirty (30) calendar days unless the County receivables to the Health System are not in compliance with the Local Government Prompt Payment Act.

F. The Health System shall ensure that Health System Providers shall provide Participants any follow-up instructions and will transmit said information to the County Sheriff or Probation Department consistent with applicable federal, e.g. HIPAA, state or local laws, rules or regulations.

III. MUTUAL AGREEMENTS

A. The terms of this Agreement may not be used for or applied to any other County group and/or workers compensation cases health plans.

B. The parties will cooperate in submitting any bills which may qualify for payment by the Participant's private insurance, Medicare/ Medicaid, or other third party source. Bills so submitted shall not be deemed payable by the County unless finally rejected by such other source.

C. Either party may terminate this Agreement without cause by giving the other party ninety (90) days prior written notice of termination. During the termination period, Preferred Rates will apply on all services rendered prior to or on the effective date of termination. Notice of termination shall be sent by United States mail, return receipt requested, with postage prepaid, and shall be addressed to the party at the address set forth below.

D. The parties acknowledge that the County has the right to audit the Health System's billings that pertain to Participants upon at least ten (10) days prior written notice. The Health System will permit County or County's properly identified external vendors to conduct an on-site review of Health System's compliance with the terms of this Agreement. The audit shall be performed in accordance with the Health System's audit policy. Audits will be conducted on site at a mutually agreeable time during regular business hours. All findings from audits shall be shared in writing with the Health System. The parties agree that this is a charge-based contract. Desk audits without use of the pertinent medical record will be prohibited. Audit activity under this contract will be limited in scope and will not include: (1) materials that are privileged under the Illinois Medical Studies Act and (2) inquiries into how charges at the Health System are determined. Notwithstanding anything in this Section to the contrary, as noted above, desk audits are strictly prohibited by internal representatives of the County or external vendors under this Agreement. Notwithstanding any provision in this Agreement to the contrary, a claim payment or denial is not subject to audit or a request for payment adjustment by either the Health System or the County after twelve (12) months after issuance of payment or notice of denial of the claims.

E. It is understood by both parties that this Agreement shall terminate immediately if the terms of this Agreement are found to be in conflict with any federal and/or state legislation. For purposes of the Illinois Department of Insurance, this Agreement shall be classified as a Partial Risk arrangement and does not require licensure or regulation of the Illinois Department of Insurance.

F. The parties agree that the County and the Health System are independent entities. Nothing in this Agreement shall be construed or be deemed to create a relationship of employee or principal and agent or any relationship other than that of independent parties working with each other solely for the purpose of carrying out the provisions of this Agreement.

G. This Agreement, including matters incorporated herein, contains the entire agreement between the parties. The parties may modify or amend terms of this Agreement only by a written document duly executed by both parties.

H. This Agreement may be assigned by either party provided, however, such assignment shall be first approved, in writing, by the other party.

I. In the event, any provision of this Agreement is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the Agreement. The remainder of this Agreement shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

J. The parties agree that the waiver of, or failure to enforce, any breach of this Agreement by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this Agreement. Further, the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this Agreement with respect to a different breach.

K. All Exhibits referred to herein, and attached hereto, are explicitly incorporated into this Agreement.

IN WITNESS WHEREOF, both parties shall abide by terms described above and have executed this Agreement through a duly authorized officer as of the dates noted below.

Northwestern Medicine
("Health System")
4525 Weaver Parkway, Suite 300
Warrenville, IL 60555
Attention: Managed Care
Department

By:

Brian M. Walsh

Print Name

VP, Managed Care, NMHC

Title

February 28, 2024

Date

The County of DuPage
("County")
421 N. County Farm Road
Wheaton, IL 60187
Attention: Chief Financial Officer

By:

Jeffrey Martynowicz

Print Name

Chief Financial Officer

Title

March 4, 2024

Date

EXHIBIT A

NORTHWESTERN MEDICINE PROVIDERS

The provider entities covered under this Agreement are:

Central DuPage Hospital
25 North Winfield Road
Winfield, IL 60190
Tax Identification Number – 36-2513909

Behavioral Health Services
27W350 High Lake Road
Winfield, IL 60190
Tax identification Number – 36-2513909

HealthLab
25 North Winfield Road
Winfield, IL 60190
Tax Identification Number – 36-2513909

Delnor Community Hospital
300 Randall Road
Geneva, IL 60134
Tax Identification Number – 36-3484281

EXHIBIT B

PREFERRED RATES

Payment under this Agreement will be at the Health System's total billed charges reduced by 55%.