

**AGREEMENT BETWEEN
THE COUNTY OF DU PAGE
AND
NORTHWESTERN MEDICINE REGIONAL MEDICAL GROUP
FOR THE SERVICES OF ANGELO MIELE, MD.MEDICAL DIRECTOR**

This Agreement is entered into this **1st day of December, 2020**, between the County of DuPage, a body corporate and politic, by and through its DuPage Care Center, a skilled nursing facility (hereinafter "Center"), and ("RMG"), an Illinois Business Corporation having its principal place of business located at 25 North Winfield Road, Winfield, Illinois 60190, for the services of Angelo Miele, M.D. ("Medical Director")

RECITALS

WHEREAS, the Center is a county nursing home, mandated to give priority to admission of infirm and chronically ill persons unable to purchase care and maintenance pursuant to 55 ILCS 5/5-21010;

WHEREAS, Center desires to arrange for the services of a physician to serve as the Center's Medical Director;

WHEREAS, RMG, is willing to offer the services of Medical Director, who is employed by RMG and a physician licensed to practice medicine in the State of Illinois, as Medical Director responsible for implementation of resident care policies, the coordination of medical care rendered at the Center, and to execute such other duties as agreed by the parties in consideration for the monthly payment set forth in this Agreement;

NOW, THEREFORE, in consideration of these premises and of the mutual promises contained herein, the parties do hereby agree as follows:

ARTICLE I: SCOPE OF SERVICES

- 1.1 Key Person. RMG, agrees to provide the services of Medical Director to serve as Medical Director of the Center. RMG hereby acknowledges that the services of Medical Director are key to this Agreement, and that this agreement shall terminate automatically upon the death or incapacity of Medical Director, the termination of Medical Director's employment with RMG, or other such instance in which Medical Director is unable to provide services to the Center as Medical Director.
- 1.2 Services Provided. The work to be performed by the Medical Director shall include those services generally performed by a Medical Director in a skilled nursing facility, including but not limited to:
 - a. Supervision and Monitoring. The Medical Director shall be responsible for the supervision, monitoring, and management of any and all medical care, treatment, and services rendered by physicians, nurses, and other allied health service workers at the Center. Said responsibility includes, but is not limited to, review and approval of applications for clinical privileges, supervision, monitoring and evaluations of medical staff performance and recommendations for sanctions in accordance with Medical Staff Bylaws, consultations, assessments, audits, and evaluation of the adequacy and quality of care rendered by nurses, supportive staff, and allied health service workers.
 - b. Medical Records. The Medical Director shall be responsible assuring that responsibilities of attending physicians with respect to documentation are clearly delineated and communicated and are properly performed and for conducting regular reviews of all resident's charts and medical records to assure that each resident is getting adequate and appropriate medical care and treatment. The Medical Director shall further provide consultations with the Center's Administrator and medical staff regarding the evaluation and improvement of the medical records system, and prepare such reports, documents and correspondence as requested by the Administrator.
 - c. Coverage and Scheduling. The Medical Director shall be responsible for assuring that there is physician coverage for emergent resident medical care at the Center on a twenty-four (24) hours, seven (7) days per week.

- d. Coordination of Medical Care. The Medical Director shall be responsible for the coordination of care at the Center. This shall require the Medical Director to assist the Center in obtaining and maintaining timely and appropriate medical care that supports the healthcare needs of the residents, is consistent with current standards of practice, and helps the Center meet its regulatory requirements. Medical Director shall conduct staff meetings which include but are not limited to Infection Control, Pharmaceutical Service, Patient Care Policy, and Continual Quality Improvement (CQI). The Medical Director shall also meet with other health service consultants and independent contractors rendering service at the Center regarding the adequacy and effectiveness of their services at the Center
 - e. Health and Safety of Employees and Residents. The Medical Director shall be responsible for surveillance of the health status of the employees and other health service workers at the Center.
 - f. Policy and Program Development. The Medical Director shall assist with the development of Medical Staff Bylaws. The Medical Director will provide ongoing guidance in the development and implementation of resident care policies, including review and revision of existing policies. The Medical Director will collaborate with the Center regarding the policies and protocols that guide clinical decision making. The Medical Director and Administrator shall advise and consult each other on a regular basis regarding the adequacy and appropriateness of the Center's resident medical services, medical equipment, and care rendered by professional and supportive service workers. The Medical Director shall actively participate in the development and implementation of the Center's Continual Quality Improvement (CQI) Program and such other programs as requested by Administrator.
 - g. Consultation and Training. The Medical Director shall provide consultations as needed with Associate Staff Physicians and other physicians with clinical staff privileges. The Medical Director shall participate in Center's In-Service Training Program and shall offer consultations and training as needed to nursing, supportive staff and allied health services workers. The Medical Director shall advise the Administrator, Director of Nursing, and Social Worker in evaluating the Center's ability to meet psychosocial, medical, and physical needs of Center's residents.
 - h. Public Affairs. The Medical Director shall act as the Center's medical representative in the Community and shall participate in community relations and public service projects as may benefit the Center and as mutually agreed upon by the Parties.
- 1.3 RMG shall ensure that Medical Director shall at all times be duly licensed to practice medicine in the State of Illinois, have a current narcotics number, and maintain in good standing medical staff and clinical privileges at the Center. RMG shall ensure that Medical Director complies with all standards of the canons of professional ethics, Joint Commission on Accreditation of Health Care Organizations, and all applicable statutes, rules, regulations and standards of any and all governmental authorities and accreditation bodies.

ARTICLE II: TERM AND TERMINATION OF AGREEMENT

- 2.1 Term and Termination Without Cause: This Agreement shall commence on the date stated above, until November 30, 2021. Thereafter, the agreement shall renew for one (1) year successive terms unless terminated in accordance with Section 2.2 of this Agreement.
- 2.2 Termination. Either party to this Agreement may terminate this Agreement, with or without cause, upon thirty (30) days prior written notice to the other party.

ARTICLE III: COMPENSATION

- 3.1 Compensation. The Center shall pay RMG for Medical Director's services at the rate of one hundred fifty dollars (\$150.00) per hour, not to exceed three thousand dollars (\$3,000.00) per month. RMG shall submit monthly invoices documenting Medical Director's services and time spent.

ARTICLE IV: WORKING HOURS

- 4.1 RMG shall provide Medical Director's services an average of twenty (20) hours per month or two hundred forty (240) hours per year on a timely basis to meet the needs of the Center, as determined and requested by the Administrator of the Center.

ARTICLE V: MISCELLANEOUS

- 5.1 Independent Contractor Status. In the performance of the work, duties, and obligations devolving upon it under this Agreement, it is mutually understood and agreed that RMG and Medical Director are at all times acting and performing as an independent contractor engaged in the practice of medicine. The Center shall neither have nor exercise any control or direction over the methods by which RMG, its employees or agents shall perform their work and functions. The sole interest and responsibility of the Center is to ensure that the services covered by this agreement shall be performed and rendered in a competent, efficient, and satisfactory manner. The standards of medical practice shall be determined by the Medical Director and medical staff of the Center. None of the provisions of this Agreement is intended to create nor shall any be deemed or construed by the parties to create any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement.
- 5.2 Indemnification. This Agreement shall not require either party to indemnify or hold the other harmless for any claims, liabilities, damages, or expenses, including attorney's fees, incurred in defending or compromising actions brought by any party arising out of or related to a party's acts or omissions, or those of its employees or agents in the performance of this Agreement.
- 5.3 Tax Liability. At all times, Medical Director shall be an employee of RMG and shall not be deemed an employee of the Center for any purpose whatsoever, and neither shall be eligible to participate in any benefit program provided by the Center or the County of DuPage for its employees. RMG shall be exclusively responsible for the payment of all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans including but not limited to Workers' Compensation and Social Security obligations, licensing fees, etc., and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. RMG shall not bring, and shall hold harmless and provide the Center with a defense against any and all, claims that the Center is responsible for the payment or filing of any of the foregoing payments, withholdings, contributions, taxes, and documents and returns, including but not limited to Social Security taxes and employer income tax withholding obligations.
- 5.5 Insurance. During the term of this Agreement, each party shall maintain at its own expense professional liability insurance, general liability insurance, and worker's compensation insurance for any employees who may assist such party in the performance of its obligations hereunder. The professional and general liability insurance shall have limits in amounts equal to or exceeding local industry standards but in no event less than one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) annual aggregate. The Center's insurance, described above, shall include coverage for the acts of the Medical Director performed in his/her capacity as the Center's Medical Director. However, the Center's insurance does not cover any services the Medical Director may provide to a resident in the capacity of an attending physician. Should Medical Director act in the capacity of an attending physician for any Center resident, RMG agrees to procure professional liability insurance on Medical Director's behalf for acts or omissions in the discharge of those responsibilities. In the event that either party changes insurers, such party agrees to provide evidence of "tail" insurance covering all acts and omissions with respect to the Medical Director services rendered hereunder until such time as a new insurer has been engaged. Each party shall notify the other thirty (30) days in advance of any cancellation of insurance coverage or a material change in coverage. Evidence of insurance shall be provided upon request.
- 5.6 Assignment. This Agreement may not be amended or revised except with the written consent of the parties hereto, and may not be assigned by any party without the written consent of the other party. Notwithstanding the foregoing, RMG can assign this Agreement to any successor or affiliate of

RMG without the Center's consent.

- 5.7 Records. It is hereby acknowledged and understood by the parties that Center owns and controls all the resident's medical charts, records and files, and that these records and related documents are to be kept confidential and shall not be disclosed without the resident's consent or order of court or unless in accordance with applicable laws. Medical Director shall be allowed access to those records for purposes of carrying out his duties and obligations under this Agreement.
- 5.9 Notice. All notices or other written communication required under this Agreement shall be deemed to have been duly given if delivered personally in hand or by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following:
- a. If to Center:
DuPage Care Center
400 North County Farm Road
Wheaton, Illinois 60187
Attn: Janelle Chadwick, Administrator
 - b. If to RMG:
25 North Winfield Road
Winfield, Illinois 60190
Attn: President
- 5.10 Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of Illinois.
- 5.11 Entire Agreement to Services as Medical Director. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the services described herein. No modification or amendment shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. Nothing in this Agreement shall preclude or be contingent upon any Agreement between the Center, RMG or Medical Director permitting RMG and or Medical Director to render the medical care and treatment to those Center residents who have not retained their own physician in consideration of receiving such fees directly from the resident, or from third party payors such as private insurance, Medicaid, Medicare or the Veteran's Administration in accordance with the policies of the Center.

ARTICLE VI: ENFORCEABILITY

- 6.1 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 as, a waiver of that or other provisions hereof.
- 6.2 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the enforceability thereof shall not affect the remainder of the Agreement which will remain in full force, effect, and enforceability in accordance with its terms.

IN WITNESS WHEREOF, the parties have set their hands and seals hereto as of the day and year first above written.

Center
DUPAGE CARE CENTER

Medical Group
NORTHWESTERN MEDICINE
REGIONAL MEDICAL GROUP

A large rectangular area of the document is redacted with a grey stippled pattern, obscuring the signature and name of the representative from Dupage Care Center.

Administrator

DATE: 11-18-20

DATE: 11-18-2020