

AGREEMENT #20026
AGREEMENT FOR PROFESSIONAL SERVICES
For LAKE COUNTY

This AGREEMENT is entered into by and between Lake County ("County") and Vista Medical Center Corporate Health ("Consultant"), 1324 N. Sheridan Road, Waukegan, IL 60085.

RECITALS

WHEREAS, Lake County is seeking a Consultant to provide pre-employment physicals and employee vaccinations for Lake County as noted in the Consultant's proposal dated June 2, 2020 ("Services"); and

WHEREAS, Consultant has the professional expertise and credentials to provide these Services and has agreed to assume responsibility for this Agreement.

NOW, THEREFORE, Lake County and Consultant agree as follows:

SECTION 1. AGREEMENT DOCUMENTS

The Agreement Documents that constitute the entire Agreement between Lake County and Consultant are in order of precedence:

- A. This Agreement and all exhibits thereto; and
- B. Request for Proposal # 20026 as Exhibit A
- C. Consultant's proposal and all exhibits thereto, dated June 2, 2020 as Exhibit B

SECTION 2. SCOPE OF WORK

A full scope of work can be found in Exhibit A & Exhibit B of this agreement.

Scope of work for Employee Vaccination Services:

- The vendor shall furnish all labor, materials, and incidentals required to administer all the vaccinations.
- The vendor will coordinate services and on-site clinics directly with the Lake County Human Resource Department.
- All vaccines must be administered by a qualified health care professional licensed to administer said vaccine.
- All vendor staff must arrive 30 minutes prior to the advertised clinic start time and conduct any setup that may be required. All supplies should be ready at the start of the clinic.
- All the vendor staff will use medically acceptable procedures for proper disposal of any biohazardous waste resulting from the clinic
- The vendor must comply with all applicable professional conduct standards and in accordance with HIPPA guidelines when providing service to Lake County employees.
- The vendor will maintain all health-related information as mandated by state and federal laws.
- The vendor shall obtain all permits, licenses, and other forms of documentation required for providers.
- The vendor must be available to conduct on-site clinics at multiple locations. The main County locations that could host an on-site vaccination clinic are as follows: 18 N County Street, Waukegan, IL 60085; 3010 Grand Ave Waukegan, IL 60085; and 600 W Winchester Rd Libertyville, IL 60048.
- The vendor must be available to conduct a large-scale TB test and Fit Testing event at the Lake County Health Department at multiple locations.

Scope of work for Quarterly Random Drug and Alcohol Test:

- The vendor shall furnish all labor, materials, and incidentals required to administer all random drug test.
- The vendor will coordinate services and on-site clinics directly with the Lake County Human Resource Department.
- All random drug and alcohol test shall be administered by a qualified health care professional.
- All vendor staff must arrive 30 minutes prior to the advertised clinic start time and conduct any setup that may be required. All supplies should be ready at the start of the clinic.
- All the vendor staff will use medically acceptable procedures for proper disposal of any biohazardous waste resulting from the clinic
- The vendor must comply with all applicable professional conduct standards and in accordance with HIPPA guidelines when providing service to Lake County employees.
- The vendor will maintain all health-related information as mandated by state and federal laws.
- The vendor will follow all mandated state and federal laws containing to random drug and alcohol testing for DOT and non-DOT employees.
- The vendor must be available to conduct on-site clinics at multiple locations quarterly. The main County locations that could host an on-site random drug testing are as follows: 18 N County Street, Waukegan, IL 60085; 25 S. Martin Luther King Jr. Ave Waukegan, IL 60085; and 600 W Winchester Rd Libertyville, IL 60048
- The vendor must be able to randomly select individuals based on the eligibility pool.

Scope of work for Pre-Employment Physicals:**ADA Requirements:**

- All medical examinations and determinations must be administered and evaluated in compliance with EEOC's regulations (29 cfr part 1630) implementing the Americans with Disabilities act of 1990. The act does not require that medical examinations be job-related. The act does require that "selection criteria that screen out or tend to screen out an individual with a disability [are] ... Job-related for the position in question and is consistent with business necessity.

Medical Guidelines:

- Medical guidelines should be included in the proposal. These guidelines should reflect industry best practices. Lake County currently uses job analysis information and medical guidelines developed by MED-TOX under a contract completed in 1987. These medical guidelines have been revised several times to reflect changes in the medical management of many conditions and occupational medical practice. The guidelines encourage a case-by-case determination for most conditions rather than emphasizing a set of strict criteria for rejecting a prospective employee.

Designation of a Primary Physician:

- The Proposer shall designate a single medical examiner to be the Primary Physician contact with the Department of Human Resources. The Primary Physician will be responsible for ensuring that recommendations are made to the County based on the County's medical guidelines and essential job functions. The individual physician may supervise other medical examiners who may conduct the examination, but the Primary Physician will be the County's only physician contact with the clinic.
- The medical examiner shall examine and report the medical condition of prospective employees and detect conditions which affect their ability to safely perform the duties of the job for which they are being considered.
- Recommendations and the advice of the Primary Physician are given great weight in the employment decision and may affect the obligations of the County. If questions or ambiguities arise

regarding the essential functions of the job or the County's medical guidelines, the Primary Physician must clarify these factors in communication with Lake County Human Resources.

Hours of Operation and Scheduling:

- The facility shall maintain hours of operation that are convenient to prospective employees and County officials. Describe the facility 's hours of operation and provision for after-hours emergency telephone consultation. Describe the maximum amount of time to schedule a prospective employee for an appointment. The County's expectation is that perspective employee complete the pre-employment medical screening within 48 hours of acceptance of a job offer.
- It is sometimes necessary to schedule a large number of prospective employees for medical screening (e.g., 25-30 individuals to be hired over a two-week period). Please indicate whether the clinic has the capabilities to process groups of individuals of this size and whether any special arrangements are possible such as starting examinations earlier, extending work hours or bringing examinations onsite.
- The situation may arise that the prospective employee may not be from the area and may need to complete a medical examination out of town. Describe the process of how this incident would be handled.

Medical Examinations:

- In conducting the physical examination, the physician will consider the prospective employee's ability to perform the physical requirements of the job based upon the County's medical guidelines and job analysis information.
- All referrals to specialists or recommendations for additional testing or treatment determined by the examination shall be authorized by Lake County Human Resources in advance.
- The types of pre-placement medical examinations provided to prospective Lake County employees are based on the nature of job and the working conditions and environmental hazards associated with the work. Each job classification has been assigned to a specific medical examination group.

Prospective Employee - Employment History Screening:

- The employment history of all prospective employees must be reviewed to identify previous occupational exposure involving toxic substances or other environmental conditions that may not at the time of the pre-employment screening, present a current health concern. Further testing may be required to establish and measure the result of any sustained previous exposure levels. Additional testing shall as require, be authorized by Lake County Human Resources in advance.
- Medical examiner will document the concern and level of previous employment exposure to toxic or other environmental exposure that the medical examiner determines may manifest a greater significance longer term. Previous employment records or personal medical records may require review.

SECTION 3. DURATION

This contract shall be in effect for a one (1) year period from date of award. Lake County reserves the right to renew this contract for four (4) additional one (1) year periods, subject to acceptable performance by the Consultant and upon appropriation of sufficient funds.

At the end of the Agreement term Lake County reserves the right to extend the Agreement for an

additional period up to sixty (60) days.

SECTION 4. AGREEMENT PRICE

The County will pay Consultant an estimated amount of \$180,000 based on the per unit pricing identified in the Consultant's proposal dated June 2, 2020 and will bill the County not more than once per month based upon the actual hours and professionals worked.

Additional services may be proposed and rendered upon prior written approval of the Lake County Administrator's Office at the rates indicated herein. The County does not guarantee any specific amount of services shall be performed under this Agreement.

SECTION 5. INVOICES & PAYMENT

- A. A purchase order will be issued for the work and Consultant shall submit invoice(s) detailing the products and services provided and identify the purchase order number on all invoices.
- B. Consultant shall maintain records showing actual time devoted and cost incurred. Consultant shall permit a representative from Lake County to inspect and audit all data and records of Consultant for work and/or services provided under this Agreement. Consultant shall make these records available at reasonable times during the Agreement period and for one year after the termination of this Agreement.
- C. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

SECTION 6. CHANGE ORDERS

In the event changes to the Scope of the project and/or additional work become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written, dated agreement executed by both parties which expressly references this Agreement (a "Change Order"). The Change Order shall set forth in detail: (i) the Change requested, (ii) the reason for the proposed Change; (iii) the cost of the Change; and (iv) the impact of the Change on time for completion of the project.

In the event either party desires a Change, the Project Manager for such party shall submit to the other party's Project Manager a proposed Change Order. If the receiving party does not accept the Change Order in writing within ten (10) days, the receiving party shall be deemed to have rejected the Change Order. If the parties cannot reach agreement on a proposed Change, Contractor shall nevertheless continue to render performance under this Agreement in accordance with its (unchanged) terms and conditions.

Changes that involve or increase in the amounts payable by the County may require execution by the County Purchasing Agent. Some increases may also require approval by the County Board. In those cases where the County Purchasing Agent's signature is required, or County Board approval is needed, the Change Order shall not be deemed rejected by County after ten (10) days provided the Project Manager has indicated in writing within the ten (10) day period of his intent to present the Change Order for appropriate signature or approval.

SECTION 7. INDEMNIFICATION

Consultant agrees to indemnify, save harmless, and defend Lake County, its agents, servants, and

employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses, and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this Agreement caused directly by the negligence or willful or wanton conduct of Consultant. The foregoing indemnity shall apply except if such injury, death, or damage is caused directly by the gross negligence or willful or wanton conduct of Lake County, its agents, servants, or employees or any other person indemnified hereunder.

SECTION 8. INSURANCE

The Consultant must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois with an A.M. Best Rating of at least A-and provide the County with a Certificate of Insurance 15 days before the start of the project, and thereafter annually for contracts/ projects that will last more than one year. Insurance in the following types and amounts is necessary and/or where applicable:

Commercial General Liability Insurance

In a broad form on an occurrence basis shall be maintained, to include, but not be limited to, coverage for property damage, bodily injury (including death), personal injury and advertising injury in the following coverage forms where exposure exists:

- Premises and Operations
- Independent Contractors
- Products/Completed Operations
- Liability assumed under an Insured Contract/ Contractual Liability
- Personal Injury and Advertising Injury

With limits of liability not less than:

\$ 1,000,000 Each Occurrence

\$ 1,000,000 Products-Completed Operations

\$ 1,000,000 Personal and Advertising injury limit

\$ 2,000,000 General aggregate; the CGL policy shall be endorsed to provide that the General Aggregate limit applies separately to each of the contractor's projects away from premises owned or rented to contractor.

Automobile Liability Insurance (if applicable)

Automobile liability insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

The Contractor's auto liability insurance, as required above, shall be written with limits of insurance not less than the following:

\$ 1,000,000 Combined single Limit (Each Accident)

Excess/ Umbrella Liability (if applicable)

The Contractor's Excess/ Umbrella liability insurance shall be written with the umbrella follow form and outline the underlying coverage, limits of insurance will be based on size of project:

\$ 2,000,000 per occurrence limit (*minimum, and may be higher depending on the project*)

Workers Compensation (Coverage A) and Employers Liability (Coverage B)

Workers Compensation Insurance covering all liability of the Contractor arising under the Worker's Compensation Act and Worker's Occupational Disease Act at limits in accordance with the laws of the State of Illinois. Employers' Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, occupational sickness, or disease or death of the Contractor's employees, with limits listed below:

Employers Liability

- a) Each Accident \$1,000,000
- b) Disease-Policy Limit \$1,000,000
- c) Disease-Each Employee \$1,000,000

Such Insurance shall contain a waiver of subrogation in favor of Lake County.

Professional Liability – Errors and Omissions (*if applicable*)

The Engineers/Architects/Consultants for the plans of the project shall be written with limits of insurance not less than the following:

\$ 1,000,000 per claim per policy year

Coverage shall be provided for up to three (3) years after project completion. Policy is to be on a primary basis if other professional liability is carried.

Professional Liability – Cyber Liability (*if applicable*)

Cyber Liability Insurance for property damage to electronic information and/or data; first and third party risks associated with e-business, internet, etc., with limits of insurance not less than the following:

\$ 1,000,000 per occurrence limit

Technology Errors and Omissions (*if applicable*)

The Contractor's Software Developer and/or IT Consultant for the plans, including developing and implementing technology for Lake County, or of the project, shall be written with limits of insurance not less than the following:

\$ 1,000,000 per occurrence limit

Liability Insurance Conditions

Contractor agrees that with respect to the above required insurance:

- a) The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;
- b) The Contractor's insurance shall be primary & non-contributory over Lake County's insurance in the event of a claim.
- c) Contractor agrees that with respect to the above required insurance, Lake County shall be named as additional insured, including its agents, officers, and employees and volunteers and be provided with thirty (30) days' notice, in writing by endorsement, of cancellation or material change. A blanket additional insured ISO endorsement is preferred for Contractors who have multiple projects with the County.

- d) Lake County shall be provided with Certificates of Insurance and the appropriate corresponding ISO form endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration or cancellation of any such policies. No manuscript endorsements will be accepted. Any hard copies of said Notices and Certificates of Insurance and Endorsements shall be provided to:

**Lake County
Purchasing Division
18 N. County 9th Floor
Waukegan, Illinois 60085
Attn: RuthAnne Hall, Lake County Purchasing Agent**

- e) **Electronic copies of Notices, Certificates of Insurance and Endorsements can be emailed to Purchasing@lakecountyil.gov in place of hard copies.**

Failure to Comply: In the event the Contractor fails to obtain or maintain any insurance coverage required under this agreement, Lake County may purchase such insurance coverage and charge the expense to the Contractor.

SECTION 9. INDEPENDENT CONTRACTOR

Consultant is defined and identified as an independent contractor, not an employee or agent of Lake County and the County has no right to control or direct Consultant's manner, detail, or means by which Consultant accomplishes tasks under this Agreement.

SECTION 10. DISPUTE RESOLUTION

All issues, claims, or disputes arising out of this Agreement shall be resolved in accordance with the Appeals and Remedies Provisions in Article 9 of the Lake County Purchasing Ordinance.

SECTION 11. NO IMPLIED WAIVERS

The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

SECTION 12. SEVERABILITY

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

SECTION 13. JURISDICTION, VENUE, CHOICE OF LAW AND PROFESSIONAL STANDARDS

This Agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19th Judicial Circuit Court, State of Illinois.

SECTION 14. NOTICES AND COMMUNICATIONS

All notices and communications which may be given by Lake County to Consultant relative to this Agreement shall be addressed to the Consultant at the address shown herein below:

Vista Medical Center Corporate Health
1324 N. Sheridan Road, Waukegan, IL 60085

Copies of any notices and communications which propose to alter, amend, terminate, interpret, or otherwise change this Agreement shall be provided to: Lake County Purchasing Division, 18 North County Street, Waukegan, Illinois 60085-4350; Attention: Purchasing Agent.

SECTION 15. ASSIGNMENT, ALTERATIONS AND MODIFICATIONS

Except as otherwise provided herein, this Agreement shall not be assigned, delegated, altered, or modified without the express written consent of both parties. This Agreement supersedes any and all other agreements, oral or written, between the parties hereto with respect to the subject matter hereof.

To the extent Lake County agrees to an assignment, delegation, or subcontract by Consultant, Consultant shall remain liable to Lake County with respect to each and every item, condition and other provision hereof to the same extent that Consultant would have been obligated if it had done the work itself and no assignment, delegation, or subcontract had been made.

SECTION 16. TERMINATION

Lake County reserves the right to terminate this Agreement, or any part of this Agreement, with or without cause, upon thirty (30) days written notice. In case of such termination, Consultant shall be entitled to receive payment from Lake County for work completed to date in accordance with the terms and conditions of this Agreement.

In the event that this Agreement is terminated due to Consultant's default, Lake County shall be entitled to purchase substitute items and/or services elsewhere and charge Consultant with any or all losses incurred, including attorney's fees and expenses.

SECTION 17. CONFIDENTIALITY

Both parties acknowledge that Consultant's documents and dealings related to this Agreement are subject to the Illinois Open Meetings Act (5 ILCS 120/1 et seq.) and the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.).

SECTION 18. WORK PRODUCT

All work product prepared by Consultant pursuant to this Agreement, including, but not limited to, policies, reports, analysis, plans, designs, calculations, work drawings, studies, photographs, models, and recommendations shall be the property of Lake County. Consultant shall deliver the work product to Lake County upon completion of Consultant's work, or termination of the Agreement, whichever comes first. Consultant may retain copies of such work product for its records; however, Consultant may not use, print, share, disseminate, or publish any work product related to this Agreement without the consent of Lake County.

SECTION 19. NEWS RELEASES

Consultant may not issue any news releases regarding this Agreement without prior approval from Lake County.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Lake County:

Vista Medical Center Corporate Health

Signature: _____

Printed Name: _____

Title: _____

Date _____

Date _____

DRAFT