
THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION
NO. 2023-R-075

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY
PARK AND NORTHWESTERN MEMORIAL HEALTHCARE FOR OCCUPATIONAL
HEALTH SERVICES**

MICHAEL W. GLOTZ, PRESIDENT
NANCY M. O'CONNOR, VILLAGE CLERK

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DENNIS P. MAHONEY
MICHAEL G. MUELLER
KENNETH E. SHAW
COLLEEN M. SULLIVAN
Board of Trustees

RESOLUTION NO. 2023-R-075

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND NORTHWESTERN MEMORIAL HEALTHCARE FOR OCCUPATIONAL HEALTH SERVICES

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with Northwestern Memorial Healthcare, a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Agreement.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

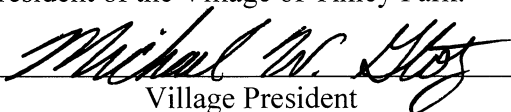
ADOPTED this 18th day of July, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Brady, Brennan, MAhoney, Mueller, Shaw, Sullivan

NAYS: None

ABSENT: None

APPROVED this 18th day of July, 2023, by the President of the Village of Tinley Park.


Village President

ATTEST:

Village Clerk

EXHIBIT 1

AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND NORTHWESTERN MEMORIAL HEALTHCARE FOR OCCUPATIONAL HEALTH SERVICES

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “**Agreement**”), dated July 11, 2023, (the “**Effective Date**”), is entered into by and between **NORTHWESTERN MEMORIAL HEALTHCARE**, an Illinois not-for-profit corporation (“**NMHC**”), and **Village of Tinley Park** (“**Corporation**”). NMHC and Corporation may each be referred to herein as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, NMHC and its affiliated entities (the “**Affiliates**”) are engaged in providing health care services, including occupational health services to employers (“**Services**”);

WHEREAS, the Affiliates are NMHC’s current and future affiliates and subsidiaries, including, but not limited to, Northwestern Memorial Hospital (“**NMH**”), Northwestern Medicine® Central DuPage Hospital (“**CDH**”), Northwestern Medicine® Delnor Hospital (“**Delnor**”), Northwestern Medicine® Lake Forest Hospital (“**NLFH**”), Northwestern Medicine® Kishwaukee Hospital (“**NMKH**”), Northwestern Medicine® Valley West Hospital (“**NMVWH**”), Northwestern Medicine® Huntley, McHenry and Woodstock Hospitals (“**NMHMW**”), Northwestern Medicine® Marianjoy Rehabilitation Hospital (“**Marianjoy**”), Northwestern Medical Group (“**NMG**”), Northwestern Medicine® Regional Medical Group (“**RMG**”), Marianjoy Medical Group (“**MMG**”), Northwestern Medicine® Palos Hospital (“**NMPH**”) and their affiliates and subsidiaries existing now or created or acquired in the future;

WHEREAS, Corporation desires to contract with NMHC to obtain Services under the terms and conditions of this Agreement; and

WHEREAS, NMHC desires to provide Services to Corporation as requested under the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the Parties and the mutual benefits to be gained by the performance thereof and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do covenant and agree as follows:

ARTICLE 1

OBLIGATIONS RELATED TO SERVICES

Section 1.1 Services. NMHC and its Personnel (hereinafter defined) shall provide to the Corporation the Services as described in Exhibit A of this Agreement, which Exhibit may be revised from time to time by the addition of one or more Statement(s) of Work (each, a “**SOW**”) executed by the Parties. Each SOW shall specify the payment terms, the dates on which Services will be provided and any other applicable information. Execution of this Agreement does not obligate the Parties to enter into a SOW. Any and all changes to SOWs must be agreed upon in writing by the Parties.

Section 1.2 Qualifications. NMHC shall at all times keep and maintain any and all licenses and permits necessary to operate its business and provide the Services as described herein.

Section 1.3 Reporting. NMHC shall keep up to date and complete records of Services provided. NMHC will provide the Corporation with access to the iSystoc software system, where the Corporation will be able to access standard reporting. NMHC will create Corporation's iSystoc account, and provide Corporation's designated contact with account credentials, assistance with account password and access issues, update security permissions and provide training to Corporation contact. Corporation is responsible for its use of the iSystoc software system and agrees to comply with any applicable iSystoc requirements for access to the system. Corporation will utilize its own hardware to access the iSystoc software system.

Section 1.4 Personnel. NMHC represents and warrants to the Corporation that it has screened all personnel assigned to provide Services pursuant to this Agreement (the "Personnel") in accordance with its standards and shall assign sufficient and qualified Personnel to provide the Services and complete its responsibilities and obligations hereunder.

Section 1.5 Representations and Warranties.

(a) NMHC makes no representations or warranty to Corporation regarding the iSystoc software system, or any representation regarding any warranty made by the third party that provides NMHC with the iSystoc software system. NMHC does not warrant the accuracy of data or any results obtained by Corporation through the use of the iSystoc software system, or that the functions contained in the iSystoc software system will meet the requirements of Corporation or that the operation of the iSystoc software system will be uninterrupted or error free. NM FURTHER DISCLAIMS ANY EXPRESS, STATUTORY, OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RELATED TO iSYSTOC SOFTWARE. FURTHER, NMHC SHALL NOT BE LIABLE TO CORPORATION FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF BUSINESS PROFITS OR INFORMATION, OR DAMAGES RESULTING FROM BUSINESS INTERRUPTION) ARISING OUT OF THE USE OF THE iSYSTOC SOFTWARE SYSTEM REGARDLESS OR WHETHER NMHC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) Mutual Warranties. Each Party represents and warrants to the other that: (i) it is organized and validly existing under the laws of the state of its incorporation and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof; (ii) it is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder; (iii) this Agreement is a legal and valid obligation binding upon it and enforceable according to its terms; and (iv) the execution, delivery and performance of this Agreement by such Party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound.

ARTICLE 2
TERM AND TERMINATION

Section 2.1 *Term.* The term of this Agreement shall commence on the Effective Date and shall continue in effect for a period of one (1) year (the “**Term**”) unless terminated earlier pursuant to this Article 2. The Agreement will automatically renew for an additional one-year term, on the same terms and conditions, or as otherwise agreed to in writing by the Parties, unless either Party gives written notice to the other Party of non-renewal at least ninety (90) days prior to the end of the then current term, or unless sooner terminated as provided herein.

Section 2.2 *Termination Without Cause.* Either Party may terminate this Agreement or any underlying SOW without cause with thirty (30) days prior written notice of termination to the other Party.

Section 2.3 *Termination for Breach.* Either Party may terminate this Agreement upon breach by the other Party of any material provision of this Agreement, provided that, to effect such termination, the non-breaching Party must give the breaching Party at least thirty (30) days to correct such breach, as reasonably determined by the non-breaching Party.

Section 2.4 *Immediate Termination.* This Agreement and any underlying SOWs may be terminated immediately by either Party, upon notice, if the other Party becomes insolvent; terminates its business; files or is the subject of a bankruptcy petition; or is the subject of any debtor relief action.

Section 2.5 *Effect of Termination.* Termination of this Agreement shall not release or discharge the Parties from any obligation, debt or liability under this Agreement which shall have previously accrued and remain to be performed upon the date of termination. Within twenty (20) days of termination of this Agreement, NMHC shall refund to Corporation all prepaid fees or other funds advanced less any fees earned by NMHC through the termination date. The termination of a SOW will not affect the Term or validity of this Agreement.

ARTICLE 3
BILLING AND COMPENSATION

Section 3.1 *Compensation for Services.* NMHC shall be compensated in accordance with the fee schedule in attached Exhibit B for Services provided under this Agreement.

Section 3.2 *Invoice Payment.* Corporation shall pay all undisputed amounts within sixty (60) days after receipt of invoice. In the event of a dispute, Corporation shall notify NMHC, and the Parties shall negotiate in good faith to resolve the dispute.

ARTICLE 4
INDEPENDENT CONTRACTOR

In performing Services under this Agreement, NMHC is at all times acting and performing as an independent contractor of Corporation. Nothing in this Agreement is intended nor shall be construed to create an employment, principal-agent, partnership or joint venture relationship between the Parties. NMHC and its Personnel shall not hold themselves out to any third party as the agent, employee or legal representative of Corporation. Corporation shall neither have nor exercise any direction or control over the methods, techniques or procedures by which NMHC performs the Services. The sole interest and responsibility of a Party is to ensure that the Services shall be performed and rendered in a professional, competent, efficient and timely manner. NMHC shall be solely responsible for the payment of compensation (including overtime) and benefits to its Personnel and for paying and reporting all payroll and other taxes, social security, unemployment compensation and worker's compensation.

ARTICLE 5 **CONFIDENTIAL INFORMATION**

Section 5.1 HIPAA. NMHC will have access to Personally Identifiable Health Information, as that term is defined in the federal Health Insurance Portability and Accountability Act and its implementing regulations ("HIPAA"), of Corporation employees, and, as a covered entity, shall abide by the terms of HIPAA and other applicable laws and regulations. Corporation employees' written authorization will be required in order for NMHC to disclose any PHI to Corporation.

ARTICLE 6 **INSURANCE**

Section 6.1 Insurance. Each Party shall maintain, at no cost to the other Party: (i) broad form comprehensive general liability (including coverage for completed operations, contractual liability and errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate; (ii) workers' compensation insurance with coverages no less than required by applicable state law; and (iii) employers' liability insurance, with minimum limits of One Million Dollars (\$1,000,000) per accident or covered illness or disease. Upon request, the Parties shall provide written evidence of such coverage.

ARTICLE 7 **MISCELLANEOUS PROVISIONS**

Section 7.1 Entire Agreement. This Agreement, including the Recitals incorporated herein by reference and the Exhibits hereto, constitutes the entire agreement of the Parties pertaining to the subject matter and supersedes any and all other prior agreements, undertakings and understandings of the Parties with respect to the subject matter hereof. This Agreement may be amended only by written agreement of the Parties. No term or condition set forth in any SOW, quote, conditions of sale, purchase order or other document provided by Corporation or any of its contractors, subcontractors or other third party shall override any provision of this Agreement, unless agreed to in writing by NMHC.

Section 7.2 Waiver. Any waiver of any terms and conditions hereof must be in writing, and signed by the Parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms and conditions hereof.

Section 7.3 Severability. The provisions of this Agreement shall be deemed severable, and, if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the Parties. The provisions of this Section 7.3 shall survive the expiration or termination of this Agreement.

Section 7.4 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

Section 7.5 Assignment. This Agreement shall not be assigned, delegated or subcontracted by Corporation (including through operation of law) without the prior written consent of NMHC. NMHC may assign this Agreement to any successor or affiliate.

Section 7.6 Governing Law/Venue. This Agreement shall be construed under the laws of the State of Illinois, without regard to conflicts of law provisions. Venue shall be in Cook County, Illinois.

Section 7.7 Notices. Any notice provided hereunder shall be deemed received when delivered personally or by overnight courier, or three (3) business days after being sent by certified or registered U.S. mail, return receipt requested, to the following:

To NMHC: Jennifer Zavala
Practice Manager
Northwestern Memorial HealthCare
15300 West Ave
Orland Park, IL 60462

With a copy to: Office of General Counsel
Northwestern Memorial HealthCare
211 E. Ontario, Suite 1800
Chicago, IL 60611

To Corporation: Patrick Carr
Village Manager
Village of Tinley Park
16250 Oak Park Ave
Tinley Park, IL 60477

or such other place or places as any of the Parties shall designate by written notice to the other.

Section 7.8 Counterparts. This Agreement may be executed in two (2) or more counterparts, all of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

IN WITNESS THEREOF, the Parties hereby enter into this Agreement by authorized signature below.

**NORTHWESTERN MEMORIAL
HEALTHCARE**

CORPORATION

By: *Gary A. Noskin*
Name: Gary A. Noskin
Title: President, Northwestern Medical Group
Date: 7/11/2023

By: *Michael W. Glotz*
Name: Michael W. Glotz
Title: Village President
Date: 7/18/2023

EXHIBIT A

Statement of Work

NMHC shall provide the following Services to Corporation at the locations noted below, unless an alternate location is otherwise specified in this Exhibit A:

Locations:

Northwestern Memorial Healthcare- Occupational Health, 15300 West Ave, Suite 20A, Orland Park, IL 60462

Services:

Fire Fighter Bundle
Police Bundle
Bus Driver
DOT Physical
Post Offer Physical
Respiratory Physical
Return to Work Exam
Fitness for Duty Evaluation
10 Panel Rapid Drug Screen
5 Panel Rapid Drug Screen
DOT Drug Screen
DOT Breath Alcohol Test
MRO Free
Consortium Fee (Initial)
Consortium Fee (Annual)
CBC
Comprehensive Metabolic Panel
Lipid Panel
Urinalysis
PSA Test
C-Reactive Protein
HIV Antigen/Antibody
Hepatitis C Antibody
Rubeola Titer
Mumps Titer
Rubella Titer
Hepatitis B Surface Antibody
Varicella Titer
Respiratory Questionnaire
Chest X-ray (2 views)
Quantiferon Gold TB test
TB Skin Test

Treadmill Stress Test
Lumbar X-ray
Spirometry
Audiometry
EKG
Tdap Vaccine
MMR Vaccine
Hepatitis B Vaccine (standard)
Hepatitis B Vaccine (40 mcg)
Influenza vaccine (standard)
Influenza vaccine (high dose)
FluBlock Vaccine
Flucelvax Vaccine

EXHIBIT B

<u>Service</u>	<u>Charge</u>
Fire Fighter Bundle	\$270
Police Bundle	\$270
Bus Driver	\$85
DOT Physical	\$85
Post Offer Physical	\$85
Respiratory Physical	\$85
Return to Work Exam	\$65
Fitness for Duty Evaluation	\$65
10 Panel Rapid Drug Screen	\$42
5 Panel Rapid Drug Screen	\$42
DOT Drug Screen	\$42
DOT Breath Alcohol Test	\$45
MRO Free	\$55
Consortium Fee (Initial)	\$30/per employee
Consortium Fee (Annual)	\$35/per employee
CBC	\$46
Comprehensive Metabolic Panel	\$55
Lipid Panel	\$35
Urinalysis	\$35
PSA Test	\$40
C-Reactive Protein	\$50
HIV Antigen/Antibody	\$125
Hepatitis C Antibody	\$100
Rubeola Titer	\$77
Mumps Titer	\$80
Rubella Titer	\$75
Hepatitis B Surface Antibody	\$77
Varicella Titer	\$85
Respiratory Questionnaire	\$30
Chest X-ray (2 views)	\$300
Quantiferon Gold TB test	\$122
TB Skin Test	\$35
Treadmill Stress Test	\$200
Lumbar X-ray	\$350
Spirometry	\$40
Audiometry	\$40
EKG	\$94
Tdap Vaccine	\$100
MMR Vaccine	\$152
Hepatitis B Vaccine (standard)	\$132
Hepatitis B Vaccine (40 mcg)	\$381
Influenza vaccine (standard)	\$40

Influenza vaccine (high dose)	\$50
FluBlock Vaccine	\$60
Flucelvax Vaccine	\$60

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-075, “**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND NORTHWESTERN MEMORIAL HEALTHCARE FOR OCCUPATIONAL HEALTH SERVICES,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on July 18, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of July, 2023.



VILLAGE CLERK