

**RESOLUTION**

**R2024-038**

**A Resolution Authorizing the County Administrator to Execute the Facility Services Agreement with Preferred Podiatry Group. P.C.**

Be it resolved by the County Board of the County of DeKalb, Illinois as follows:

WHEREAS, the DeKalb County Rehab & Nursing Center has contracts with local medical institutions to provide services of the facility; and

WHEREAS, the DCRNC is in need of a Podiatry services provider for the residents of the facility; and

WHEREAS, Preferred Podiatry Group has requested to enter into a contract to provide care for residents of the DCRNC; and

WHEREAS, entering into this agreement provides opportunities to grow the census of the DCRNC; and

WHEREAS, Jordan Healthcare Group has reviewed the Facility Services Agreement ("Exhibit A") and believes that it is in the best interest of the DCRNC to enter into said agreement; and

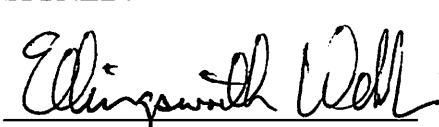
NOW, THEREFORE, BE IT RESOLVED the DeKalb County Board hereby authorizes the County Administrator to execute the Facility Services Agreement with Preferred Podiatry Group. P.C.

PASSED THIS 20TH DAY OF MARCH, 2024 AT SYCAMORE, ILLINOIS

ATTEST:

SIGNED:

  
Tasha Sims  
DeKalb County Clerk

  
Ellingsworth Webb, Chair  
DeKalb County Board



**FACILITY SERVICE AGREEMENT**

**by and between**

**PREFERRED PODIATRY GROUP, P.C.**

**and**

**DeKalb County Rehab & Nursing Center**

## **FACILITY SERVICE AGREEMENT**

This FACILITY SERVICE AGREEMENT (this "Agreement") is made and entered into as of the later of the dates set forth on the last page of this Agreement, by and between PREFERRED PODIATRY GROUP, P.C., an Illinois professional corporation ("Provider") and **DeKalb County Rehab & Nursing Center** ("Facility").

### **WITNESS TO:**

**WHEREAS**, Provider has established a Managed Foot Care Plan (as defined below) to provide quality, cost efficient podiatric services and to administer such services for Eligible Persons (as defined below) of such services; and

**WHEREAS**, Facility wishes for Provider to provide such Services (as defined below) to Eligible Persons.

**NOW, THEREFORE**, in consideration of the implementation of the foregoing and of the obligations, conditions and agreements contained herein, Provider and Facility agree as follows:

1. Definitions. In this Agreement, the following terms shall have the following meanings:
  - (a) Eligible Persons. "Eligible Persons" are residents of Facility who shall be entitled to receive Services (as defined below).
  - (b) Managed Foot Care Plan. "Managed Foot Care Plan" is the evaluation and treatment of all foot problems for Eligible Persons.
  - (c) Clinician. "Clinician" is a Clinician who provides Services to Eligible Persons by or on behalf of Provider.
  - (d) Services. "Services" are the health care services provided by Clinicians.
  - (e) QA/PR Program. "QA/PR Program" is the quality assessment and peer review program developed, established and administered by Provider.
2. Obligations of Provider. Provider hereby represents and warrants to Facility as follows:
  - (a) Covered Services. Upon the request of the attending physician, the Eligible Person, the responsible party or Facility, Provider shall provide Clinicians who shall furnish Services to Eligible Persons.
  - (b) QA/PR Program. Provider has established a QA/PR Program pursuant to which Provider shall:
    - (i) review the application, credentials and other information in connection with Clinicians and other providers of Provider who shall apply to provide Services by or on behalf of Provider;
    - (ii) review and analyze medical records, podiatric financial data and other relevant information to determine the Clinicians' compliance with all applicable requirements of Medicare, the Department of Public Aid, the US Department of Health and Human Services, and the Department of Public Health; and

(iii) receive and resolve complaints in connection with Provider.

(c) Insurance. Provider shall, at its sole cost and expense, maintain at all times, the following insurance policies written on an incurred loss basis: (a) comprehensive general liability insurance for property and bodily injury with a One Million and No/100 Dollars (\$1,000,000) combined single limit including blanket contractual coverage and Three Million and No/100 Dollars (\$3,000,000) annual aggregate; and (b) professional liability insurance with minimum limits of One Million and No/100 Dollars (\$1,000,000) per occurrence and Three Million and No/100 Dollars (\$3,000,000) annual aggregate. Provider shall provide a copy of such policies upon request from Facility.

(d) Licenses. Provider, and all persons that perform Services on behalf of Provider, shall be required to maintain proper licenses and appropriate certification or accreditation during the term of this Agreement.

(e) Equipment and Supplies. All equipment and supplies necessary to perform the Services called for by this Agreement shall be provided by and are the sole responsibility of Provider.

3. Obligations of Facility. Facility hereby represents and warrants to Provider that Facility shall:

(a) notify Provider if Services are requested or referred by current residents of Facility, or no longer needed or desired by Eligible Persons;

(b) implement the individual treatment plans prescribed or ordered by Provider;

(c) provide Provider with mutually agreeable space and reasonable access to Eligible Persons for the provision of Services;

(d) maintain licensure, certification and accreditation required by applicable laws, rules, and regulations;

(e) provide accurate, timely and complete access to information necessary for Provider to bill and provide quality Services to Eligible Persons, including without limitation: (i) electronic health record system or physical medical records, as applicable; (ii) other Eligible Persons' information, including without limitation: (a) face sheets, (b) consent forms; (c) demographics; (d) insurance information; (e) responsible party for payment and treatment decisions; and (f) provider order for Services, as applicable, and (iii) any other relevant information requested by Provider. Facility will provide such access in advance of treatment and upon reasonable request by Provider;

(f) provide accurate, timely and complete access to Provider, and cooperate relating to, Provider's defense of, or in response to, any third party audit, investigation, request, claim, order or litigation. Facility shall provide such access upon reasonable request by Provider throughout the term and following the termination or expiration of this Agreement; and

(g) Facility shall, at its sole cost and expense, maintain at all times, the following insurance policies written on an incurred loss basis: (a) comprehensive general liability insurance for property and bodily injury with a One Million and No/100 Dollars (\$1,000,000) combined single limit including blanket contractual coverage and Three Million and No/100 Dollars (\$3,000,000) annual aggregate; and (b) professional liability insurance with minimum limits of

One Million and No/100 Dollars (\$1,000,000) per occurrence and Three Million and No/100 Dollars (\$3,000,000) annual aggregate. Facility shall provide a copy of such policies upon request from Provider.

4. Term and Termination.

(a) Term. This Agreement shall be for an initial term of one (1) year and automatically renew one (1) year each.

(b) Termination.

(i) *Without Cause.* Notwithstanding the foregoing, either party may terminate this Agreement at any time without cause by giving the other party at least sixty (60) days' prior written notice, which notice shall specify the effective date of termination.

(ii) *For Cause.* Either party may terminate this Agreement immediately if the other party breaches any term of this Agreement and fails to cure such breach within thirty (30) days'.

(c) Eligible Persons Notice. Prior to the termination of this Agreement for any reason, Facility shall provide sufficient notice to Eligible Persons: (i) who are receiving Services, or (ii) who are current residents and received Services during the preceding two (2) years (collectively, the "Serviced Persons") that Provider will no longer serve as Facility's provider of Services and the opportunity to seek continuing treatment from another healthcare provider. Facility will use the form set forth on Attachment A, which is attached hereto and incorporated herein, to provide notice to Serviced Persons (the "Eligible Persons Notice"). If the parties determine that the Eligible Persons Notice does not meet the requirements of applicable laws, the parties will cooperate to revise the Eligible Persons Notice in accordance with applicable law. If the parties cannot come to an agreement on the terms of the Eligible Persons Notice, Provider will be permitted to send notice that complies with all applicable patient termination laws to the Serviced Persons.

5. Compensation. Provider shall bill Eligible Persons, Medicare, Medicaid, other governmental payors, third party payors and/or any other third party responsible for paying an Eligible Persons' bill for Services. Provider hereby acknowledges that Facility shall have no responsibility for payment for, or collection of payment for, any of the Services rendered by Provider.

6. Discrimination. All Services provided under this Agreement shall be provided without regard to the race, color, creed, sex, age, disability status, payor source or national origin of the Eligible Persons requiring such Services. Provider agrees to comply with all applicable laws prohibiting discrimination.

7. Maintenance of Books and Records.

(a) Provider shall keep and maintain such records relating to Services rendered hereunder as may be required by Facility or by any fiscal intermediary, federal, state or local government agency, or other party to whom billings for Provider's Services are submitted. Provider shall maintain records for all Eligible Persons in accordance with accepted professional

standards and practices, and Provider's records shall be completely and accurately documented and systematically organized. Provider further agrees to make its records concerning any of Facility's Eligible Persons available to Facility upon reasonable request. Provider further agrees to retain such records for a period of not less than five (5) years from the date of Services.

(b) Facility shall keep and maintain such records relating to the Services of Provider (i.e., charts with progress notes and physician order sheets) in the same manner and for the same time period as described in the above paragraph. Facility further agrees to make its records concerning any Eligible Persons available to Provider upon request during and after termination of this Agreement.

8. Responsibility of Services. Provider shall (a) meet the highest professional standards and principles applicable to Services provided and (b) such Services shall be provided in a timely manner in accordance with needs of the Eligible Persons receiving such Services. To the extent required by law, Facility agrees to assist Provider and Clinician in providing such Services.

9. Compliance. The parties expressly acknowledge that it has been and continues to be their intent to comply fully with all applicable federal, state, and local laws, rules and regulations. In the event of any legislative or regulatory change or determination, whether federal or state, that has or would have a significant adverse impact on either party hereto in connection with the performance of their respective obligations under this Agreement, or should either party be deemed for any reason in violation of any statute or regulation arising from this Agreement, then this Agreement shall be renegotiated to comply with then current law. Each party agrees to promptly notify the other of any investigation alleging a violation of federal or state law, which may affect this Agreement. All goods and services provided by Provider hereunder shall be in exchange for proper payment. The intent of this provision is to ensure compliance with 42 U.S.C.A §1320A-7B and its implementing regulations (the Anti-Kickback Statute).

10. Confidentiality. In the course of providing Services hereunder, each party ("Receiving Party") may acquire valuable proprietary data and other confidential information with respect to the activities of the other party. As long as such information remains confidential, the Receiving Party will not disclose or use such proprietary data or other confidential information in any way or in any capacity other than to further the Receiving Party's obligations pursuant to this Agreement. This Section shall survive the termination of this Agreement, regardless of cause.

11. Health Insurance Portability and Accountability Act (HIPAA). The parties agree that they are both covered entities as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The parties further agree that since they are each providing treatment to patients, neither is a business associate of the other as that term is defined in HIPAA. As covered entities, the parties are subject to the provisions of the Administrative Simplification section of HIPAA, as codified at 42 U.S.C. § 1320d through d-9, and as revised by the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and the regulations promulgated under HIPAA and HITECH (45 C.F.R. Parts 160 and 164).

12. Excluded Providers. Provider certifies that neither it, nor any of its employees, partners, officers or shareholders are currently barred, suspended or terminated from participation in the Medicare, Medicaid or any health care related federally funded program. Nor are any of the above currently under sanction for, or serving a sentence for conviction of, any Medicare, Medicaid or any health care related federally funded program, offense. In the event Provider or any of its partners, officers or shareholders become terminated, barred or suspended from the Medicare, Medicaid or any health care related federally funded program this Agreement shall terminate immediately. If any Clinician who provides Services to the Facility becomes terminated, barred or suspended from the Medicare, Medicaid or any health care related federally funded program, Facility shall give Provider the opportunity to replace such Clinician

with another Clinician who provides Services on behalf of Provider. Provider agrees to notify Facility in writing via registered mail within five (5) business days of such Clinician's ineligibility to participate.

13. Miscellaneous.

(a) Independent Contractors. Each party to this Agreement, its officers, agents and employees are at all times independent contractors to the other party. Provider shall have full responsibility to select, train, manage, supervise and compensate all persons selected by Provider to perform the Services called for by this Agreement. All Clinicians, while performing Services under this Agreement, shall be subject to and abide by the rules and regulations which Facility has established for its employees even though such Clinicians are not employees of the Facility.

(b) Assignment. Neither party may assign this Agreement without the written consent of the non-assigning party, unless such assignment is to an affiliated entity.

(c) Entire Agreement. This Agreement represents the entire agreement and understanding of the parties. This Agreement may only be amended by the written consent of both parties to this Agreement, effective on the date of said amendment or at such other time as said amendment may provide.

(d) Governing Law; Venue. This Agreement is made under, and shall be interpreted and enforced in accordance with, the laws of the State of Illinois, without giving effect to those principles of conflict of laws which might otherwise require the application of the laws of another jurisdiction. Cook County, Illinois shall be the exclusive venue of any judicial or quasi-judicial proceeding, including mediation, arising hereunder.

(e) Counterparts. This Agreement may be executed (physically or electronically) in one or more duplicate counterparts each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

*[Signature Page Follows]  
[Remainder of Page Intentionally Left Blank]*

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives hereto setting their hands as of the date first written above.

**PREFERRED PODIATRY GROUP, P.C.**

**FACILITY: DeKalb County Rehab & Nursing Center**

By:

By:

Name: Greg Schulte

Name:

Its: Regional Territory Manager

Its:

**Date:**

**Date:**

**NPI Number:**

**Number of Beds:**



**ATTACHMENT A<sup>1</sup>**

**Serviced Persons Notice**

[Date]

[Name of Patient]

[Address for Patient]

**RE: Podiatry Services**

To Whom It May Concern:

Effective [date], Preferred Podiatry Group, P.C. will no longer serve as a podiatry provider for [Facility Name]. Podiatry services at [Facility Name] will be provided by [new podiatry provider].

If you would like to contact Preferred Podiatry Group, please call 1-847-504-5000 or email [scheduling@ppgpc.com](mailto:scheduling@ppgpc.com). You can obtain information on podiatry medical records by calling 1-312-757-5020 or emailing [neintake@vrcnetwork.com](mailto:neintake@vrcnetwork.com).

Thank you,

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[Individual Signing Letter, Individual's Title]

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<sup>1</sup> All highlighted text should be updated before this notice is sent.