

RESOLUTION # 5-1

WHEREAS, Sangamon County Coroner's Office is currently transporting deceased for autopsy examination to Bloomington, McLean County, Illinois for the use of a Forensic Pathologist. A Forensic Pathologist is necessary to determine the cause of death for deaths due to unnatural circumstances, and

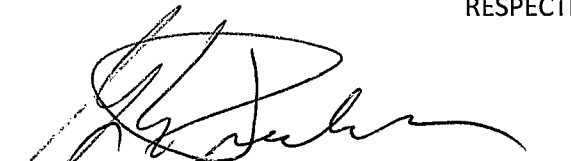
WHEREAS, Sangamon County, Memorial Medical Center, Pathology Associates of Central Illinois Ltd., and Hospital Sisters of the Third Order of St. Francis Health System mutually agree to share in the cost and expense related to hiring a Forensic Pathologist for this area as outlined in the attached Memorandum of Understanding, and

WHEREAS, to alleviate Sangamon County the transportation cost and provide services for this community, and

WHEREAS, the cost of autopsies, at present time are \$900.00 per case this will exceed the \$20,000 threshold in the fiscal year and requires County Board approval.

NOW, THEREFORE, BE IT RESOLVED that the Sangamon County Board, in session this 8th day of October, 2013, hereby approves the Coroner's Office request to enter this agreement with Memorial Medical Center, Pathology Associates of Central Illinois Ltd., and Hospital Sisters of the Third Order of St. Francis Health System.

RESPECTFULLY SUBMITTED



FILED

SEP 25 2013


Sangamon County Clerk

RECEIVED

SEP 13 2013

Paul Palazzolo
SANGAMON COUNTY AUDITOR

MEMORANDUM OF UNDERSTANDING

I. PURPOSE. The purpose of the Memorandum of Understanding ("MOU") is to establish a general working agreement among **Memorial Medical Center**, an Illinois not-for-profit corporation and affiliate of Memorial Health System ("MMC"), **Pathology Associates of Central Illinois Ltd.** an Illinois medical corporation ("PACI"), the **Hospital Sisters of the Third Order of St. Francis Health System by and through St. John's Hospital** ("SJH"), and the **County of Sangamon** ("County"). MMC, PACI, SJH and County are collectively referred to in this MOU as the "Parties," and may be individually and separately identified, in this MOU, as a "Party."

II. BACKGROUND. MMC, SJH, and County have been working together over the last several years to secure forensic autopsy services through a forensic pathologist. Forensic autopsies are currently being transported outside of the community because of the lack of a forensic pathologist in Sangamon County. MMC, SJH, and County have mutually agreed to share in the costs and expenses related to recruiting and hiring a forensic pathologist for the purpose of providing forensic autopsies.

III. FUNDING. The Parties have mutually agreed to share in the cost and expense related to the recruiting and hiring of a forensic pathologist. MMC and SJH shall equally fund the guaranteed annual compensation of a recruited forensic pathologist of ONE HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$175,000.00) In addition to funding the guaranteed compensation, MMC and SJH shall equally reimburse PACI for employment benefits provided to the recruited forensic pathologist. Such benefit package may include health insurance, dental insurance, medical malpractice insurance, disability and retirement benefit as determined by PACI and which may be amended from time to time. The total benefit package shall be Seventy-Five Thousand Two Hundred and Ninety Five DOLLARS (\$75,295). MMC and SJH will work with PACI to find a reasonable and appropriate method of providing such reimbursement. The County shall compensate PACI directly for forensic autopsies ordered by the County Coroner at a case rate of Nine Hundred Dollars (\$900.00), which may be amended from time to time. The County shall compensate PACI directly for the dictated forensic autopsy reports at a case rate of Forty-five Dollars (\$45.00), which may be amended from time to time. The County will compensate PACI for the travel and time needed for the forensic pathologist to appear in court. Surrounding counties may also request the services of the forensic pathologist and make payments for autopsies, autopsy reports, travel and court testimony that shall be added to the minimum compensation. Any compensation paid for by the County, other county coroners' offices, MMC, PACI, SJH or SJH's exclusive provider pathology group will be assessed against the guaranteed compensation. PACI shall provide that compensation for forensic autopsy services directly to the forensic pathologist without a withhold for administrative expenses. PACI shall treat any other request from a County Coroner, other than Sangamon County, in the same manner. The Parties will evaluate the compensation provided to the forensic pathologist on an ongoing basis to assess its reasonableness and appropriateness. MMC and SJH shall reconcile the payments made to PACI for the guaranteed compensation on a semi-annual basis or as determined mutually by the parties. MMC, SJH and County shall work together to obtain external peer review of the forensic pathologist.

IV. **TERM.** This MOU shall be effective as of _____, 2013, and shall terminate upon termination of forensic autopsy services provided by PACI or by mutual agreement of the Parties. This MOU may be terminated by any party upon thirty (30) days written notice.

V. **CONFIDENTIALITY.** The Parties represent and warrant that they possess the capability to comply, and that the Parties will continuously comply, where relevant, with the provisions of the "Health Insurance Portability and Accountability Act of 1996" and the "Health Information Technology for Economic and Clinical Health Act" and all of the standards which are promulgated pursuant to such federal statutes, including the Electronic Transactions Standards, the Privacy Standards, the Security Standards, the Breach Notification Rule and all other standards or rules which may be prescribed by the Department of Health and Human Services subsequent to the Execution Date of this MOU as being applicable to the relationship between the Parties created by this MOU (collectively, "HPAA"). The Parties will promptly report to the other Parties any use or disclosure of any health information which is not permitted under HIPAA whenever the disclosing Party becomes aware of such improper use or disclosure. The Parties, in addition, will timely act to mitigate, to the extent practicable, any harmful effect, which is known to or which could reasonably be anticipated by the disclosing Party, of a use or a disclosure of such health information in violation of HIPAA.

VI. **NOTICES.** All notices and approvals required or permitted shall be written and shall be delivered by certified mail, return receipt requested, or in person to the following addresses:

If to MMC: Linda Jones
Vice President, Operations
Memorial Medical Center
701 North First Street
Springfield, IL 62781
Fax: (217) 788-5511

If to PACI: _____

Pathology Associates of Central Illinois LTD.
701 North First Street
Springfield, IL 62781
Fax: (217) 788-5577

If to SJH: Amy K. Bulpitt
St. John's Hospital
800 East Carpenter Street
Springfield, IL 62769
Fax: (217) 535-3989

If to County: Cinda Edwards
County Coroner
County of Sangamon
200 South 9th Street, Room 203
Springfield, IL 62701

VII. NO REQUIRED REFERRALS. This Agreement, and all of the other contractual or business arrangements, if any, which exist between MMC, PACI, SJH and County, or any of the entities which are affiliated with MMC, are to be strictly interpreted and construed so as to comply with all of the provisions of and the referral restrictions which are contained within the federal statutes and laws which are commonly referred to as the Medicare Fraud and Abuse or the Anti-Kickback Statute and the Stark Laws, and all of the rules and regulations promulgated pursuant to, and all of the cases or opinions interpreting, such statutes and laws, as well as any other state statutes or laws which may be applicable to such arrangements. As a consequence, PACI, SJH and County are not being obligated or required by the provisions of this Agreement to refer any patients to MMC, or any affiliate of MMC, to obtain or receive any medical diagnosis, care or treatment from MMC, or to purchase any health care related services or products from MMC. Neither MMC, PACI, SJH nor County are entering into this Agreement with an expectation that such patient referrals will occur or develop between the Physician and MMC.

VIII. ENTIRE AGREEMENT. This MOU represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, assumptions, and agreements, whether written or otherwise except as provided under the parties exclusive or employment agreements amongst each other.

IX. INDEPENDENT CONTRACTOR. Nothing herein is intended, nor shall be construed, to create a partnership, an employer-employee relationship, or a joint venture between the Parties. None of the parties shall have any authority to bind the other Party without the other Party's express written consent, and then only insofar as such authority is conferred by such express written consent.

IN WITNESS WHEREOF, the Parties have duly executed this MOU this _____ day of _____, 2013.

Memorial Medical Center

Pathology Associates of Central Illinois Ltd.

By: Linda S. Jones
Its: Vice President, Operations

By: _____
Its: _____

Hospital Sisters of the Third Order of St. Francis Health System by and through St. John's Hospital

County of Sangamon

By: Larry Schumacher
Its: Interim President and CEO

By: Cinda Edwards
Its: County Coroner

By: Andy Van Meter
Its: Chairman, County Board