



MEDICAL DIRECTOR AGREEMENT

THIS MEDICAL DIRECTOR AGREEMENT ("AGREEMENT") is made effective this 1st day January 2022, by and between the County of McHenry and Gilbert Egekeze, MD, a physician licensed to practice medicine in the State of Illinois, whose offices are located at 12151 Regency Parkway, Suite 12173, Huntley, IL 60142, ("PROVIDER"). In consideration of the mutual promises set forth below in the body of this Agreement, the parties agree as follows:

1. TERM

The term of this agreement shall commence on **January 1, 2023**, and shall continue for a period of one year thereafter. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days advance written notice to the other party. This agreement may be terminated immediately upon the determination that any of the representations made by either party under this agreement are false. Agreement is from **January 1, 2023, to December 31, 2023**, with renewals being completed for each year.

2. PROVIDER SERVICES

Provider agrees to provide Medical Director ("SERVICES") to the residents of Valley Hi Nursing Home, located at 2406 Hartland Rd, Woodstock, IL 60098 ("FACILITY") in accordance with all applicable requirements of Federal, State, or local laws, rules, and/or regulations to include official interpretations of those requirements by the entities charged with implementing and enforcing them. PROVIDER will perform its services in accordance with accepted professional standards of practice and use only qualified duly licensed, certified, or registered health care professionals in the performance of these services. PROVIDER understands and agrees that this agreement is subject to the rights of FACILITY residents, residents' insurers or payers, and the residents' physicians to choose services from another provider.

PROVIDER agrees to be responsible for the overall coordination of medical care at FACILITY. Coordination of care means PROVIDER shares responsibility for assuring FACILITY is providing appropriate care as required, which involves monitoring and ensuring implementation of resident care policies and provide oversight and supervision of physician services and medical care of residents. PROVIDER agrees to evaluate and take appropriate steps to correct any problems associated with the possible inadequate care PROVIDER identifies or about which PROVIDER receives a report. PROVIDER agrees to consult with residents or their attending physicians as needed to ensure adequate care is being provided. In an emergency, PROVIDER will be called to advise FACILITY concerning the care of a resident whose attending physician is not available.

PROVIDER shall abide by applicable FACILITY policies and procedures, respond to FACILITY requests for services in a timely manner, and provide accurate and timely documentation to FACILITY of services provided to FACILITY residents. PROVIDER will participate, as requested, in personnel evaluations and other quality monitoring programs established by FACILITY including periodic attendance at FACILITY Quality Assurance Committee meetings. MEDICAL DIRECTOR will report directly to FACILITY Administrator and will not have authority to hire, fire, or discipline FACILITY employees.

MEDICAL DIRECTOR also agrees to the following:

- a. To visit the FACILITY at least one time per month



- b. To serve as attending physician or actively assist FACILITY in identifying an attending physician for all new residents in which primary care is not available
- c. To participate in monthly Quality Assurance Committee meetings, as well as sub committees as necessary
- d. To participate in FACILITY safety, hazard, and incident reporting systems
- e. To provide FACILITY with in-services as requested by FACILITY administrator
- f. To participate, as required, in physician credentialing, privileging, and performance evaluation processes in accordance with State and Federal regulations
- g. To participate in marketing activities, including, but not limited to community education and FACILITY public relations efforts
- h. To act as a resource to the Director of Nursing in matters related to resident care policies and services

3. COMPENSATION

PROVIDER will be paid on a monthly basis at the rates agreed to by FACILITY and PROVIDER prior to the effective date of this AGREEMENT. The schedule of rates will be attached to and incorporated herein by reference to this AGREEMENT as Exhibit A and will remain in effect for the term of this AGREEMENT. Payment of PROVIDER is conditioned on PROVIDER complying with the material provisions of this AGREEMENT, providing acceptable quality of service consistent with the requirements of all applicable Federal and State requirements, and providing to FACILITY accurate and complete documentation of such services. If provisions of this AGREEMENT are not being met, PROVIDER will be given adequate notice prior to withholding payment.

Any and all professional service fees or retainers due to PROVIDER in his / her capacity as an attending physician or any fees associated with any visitations, examinations, or consultations to individuals at FACILITY shall be the complete and sole responsibility of PROVIDER and not FACILITY.

4. CIVIL RIGHTS

PROVIDER shall comply with Titles VI and VII of the Civil Rights Acts of 1964, Sections 503 and 504 of the Rehabilitation Act of 1973, and all requirements imposed by or pursuant to the regulations of the Department of Health and Human Services issued pursuant to these Acts.

5. RECORDS

- 5.1 FACILITY and PROVIDER shall each prepare and maintain complete and detailed clinical records concerning FACILITY'S residents receiving SERVICES under this AGREEMENT, in accordance with prudent record-keeping procedures and as required by applicable Federal and State laws, regulations, and program guidelines. Each clinical record shall completely, timely, and accurately document all services provided to, and events concerning, each patient (including evaluations, treatments, and progress notes) (collectively, "CLINICAL RECORDS") and will remain confidential. The CLINICAL RECORDS, records relating to billing and payment, and other records relating to this AGREEMENT shall be retained by FACILITY and PROVIDER for 5 years from the date service was provided.



- 5.2 To the extent the value of services furnished under this AGREEMENT, or a subcontract of this AGREEMENT, exceed \$10,000 over a 12-month period, PROVIDER will make available to the Secretary of the Department of Health and Human Services, the Controller General, or their authorized representatives, a copy of this AGREEMENT and such books, documents, and records that are necessary to certify the nature and extent of the costs incurred by FACILITY under AGREEMENT for a period of four years after the furnishing of such services. PROVIDER agrees to notify FACILITY within 3 days of the nature and scope of the request for access to provide, or made available, copies of any books, records, or documents proposed to be provided. Any disclosure under this paragraph shall not be construed as a waiver of any legal rights to which such party may be entitled.

6. QUALIFICATIONS

- 6.1 FACILITY represents and warrants that it is duly licensed and certified. PROVIDER represents and warrants that it has, and will maintain at all times throughout the term of this AGREEMENT, all the necessary qualifications, certifications, and / or licenses required by Federal, State, and local laws and regulations to provide services covered by this AGREEMENT. PROVIDER will provide FACILITY with a copy of its license in effect on the effective date of this AGREEMENT and at each successive renewal. PROVIDER shall provide notice of any changes in certifications or licensing within 15 days.
- 6.2 PROVIDER agrees that it shall be responsible for conducting criminal background checks on those of its employees it assigns to FACILITY, including all costs relating to conducting such investigations and testing. PROVIDER further agrees that it shall not assign any of its employees to FACILITY who has been convicted of any crimes that would deem an individual barred from working in a long-term care setting as established by The Illinois Department of Public Health. It is recognized by PROVIDER and FACILITY that this is only applicable in situations where PROVIDER assigns its employees to provide services to the FACILITY.
- 6.3 Each party represents and warrants that it is currently eligible for Medicare and / or Medicaid participation and not subject to sanctions or exclusion. The parties agree to immediately disclose any actual or threatened Federal, State, or local investigations or imposed sanctions of any kind, in progress or initiated subsequent to the date of entering into this AGREEMENT. The parties further each represent and warrant that it has not been sanctioned under any applicable Federal or State fraud and abuse statutes, including exclusion from any Federal or State health care program. If, during the term of this AGREEMENT, either party, or parent of either party, or any officer, director, or owner of either party, receives such sanction or notice of a proposed sanction, said party shall provide notice of and full explanation of such sanction or proposed sanction and the period of its duration within 15 days. Each party reserves the right to terminate the AGREEMENT immediately upon receipt of notice that the other party has been sanctioned under fraud and abuse statutes or any other Federal, State, or local regulation. Each party agrees to indemnify as a result of such sanctions or investigations against that party.

7. INSURANCE AND INDEMNITY





In performance of his or her duties under this AGREEMENT as MEDICAL DIRECTOR only and not in the performance as an attending physician, FACILITY agrees that PROVIDER will be extended coverage under FACILITY comprehensive general and professional liability insurance. Said coverage will not in any event extend to cover the rendering of professional services as a physician for claims arising out of acts, errors, or omissions by said PROVIDER while acting as an attending physician.

While acting as an attending physician, PROVIDER, shall maintain at all times throughout the term of this AGREEMENT, such insurance as will fully protect him or her from all acts, errors, or omissions subject to the minimum coverage requirements set forth below.

The parties each agree to maintain general and professional liability insurance amounts required by the laws of this State, but no less than \$1,000,000 per incident or injury to persons and \$3,000,000 aggregate per year and \$100,000 each occurrence property damage coverage. PROVIDER may satisfy coverage requirements through a program of self-insurance and / or reinsurance. PROVIDER shall provide FACILITY a certificate of insurance reflecting said coverage, naming FACILITY as an additional insured, and providing that the FACILITY will receive notice of any cancellation, restrictions, limitations, or modifications to the coverage contemplated herein. PROVIDER'S insurance shall be primary while performing duties as an attending physician.

PROVIDER agrees to indemnify, save harmless, and defend the County of McHenry, its elected officials, agents, servants, and employees and each of them against, 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 person, or death at any time resulting from such injury, or damage to property which may arise or which may be alleged to have arisen out of or in connection with the performance of this AGREEMENT. The forgoing indemnity shall apply except if such injury, death, or damage is caused directly by the willful or wanton conduct of the FACILITY, its agents, services, or employees or any other person indemnified hereunder.

8. EQUIPMENT AND SUPPLIES

When PROVIDER uses equipment and / or supplies provided by FACILITY, PROVIDER shall use such equipment and supplies properly and be solely responsible for injuries or damages resulting from misuse. In addition, PROVIDER shall notify FACILITY in writing whenever equipment provided by FACILITY and used by PROVIDER for providing services need repair or replacement. When PROVIDER uses its own equipment or supplies, PROVIDER agrees to save, indemnify, and hold FACILITY harmless of and from the use, misuse, or failure of such equipment or supplies. The parties shall maintain their equipment and / or supplies in good operating condition and repair and in accordance with manufacturer's recommendations and all applicable Federal, State, and local laws.

9. INDEPENDENT CONTRACTOR

This AGREEMENT does not constitute a hiring of PROVIDER as an employee of FACILITY. It is the parties' intention that PROVIDER shall be an independent contractor and not FACILITY'S employee. PROVIDER shall retain discretion and judgment regarding the manner and means of providing services to FACILITY subject to all applicable laws, regulations, and FACILITY'S policies. FACILITY assumes professional and administrative responsibility for services rendered only to the extent that FACILITY will assure itself that (1) PROVIDER is qualified by education and experience to render service as contracted for; and (2) PROVIDER is satisfying the



obligations set forth herein in a timely manner. This AGREEMENT shall not be construed as a partnership, and FACILITY shall not be liable for any obligations incurred by PROVIDER.

The parties hereto agree that payments to be made by FACILITY to PROVIDER are for services as an independent contractor. FACILITY shall not make any deduction from the fees to be paid to PROVIDER including, but not limited to, social security, withholding taxes, unemployment insurance, and other such deductions. PROVIDER assumes full responsibility, on an independent contractor basis, for all such taxes, contributions, and assessments and for workers' compensation insurance, agrees to indemnify FACILITY with respect thereto and agrees to meet all requirements which may be specified under applicable regulations of administrative officials or bodies charged with enforcement of any relevant State or Federal act or regulation. PROVIDER acknowledges that since he / she is not an employee of the COMPANY, the COMPANY will not provide health insurance or other fringe benefits of any kind to him / her.

10. CONFIDENTIALITY

PROVIDER agrees to respect and abide by all Federal, State, and local laws pertaining to confidentiality and disclosure with regard to all information and records obtained or reviewed in the course of providing services to FACILITY and / or its residents.

11. ATTORNEY'S FEES

If a suit is brought to enforce any of the terms or conditions of this AGREEMENT, the prevailing party shall be entitled to recover such sums as the court may fix as reasonable attorney's fees, in addition to any relief which it may be entitled.

12. NOTICES

Any notice required to be provided to any party to this AGREEMENT shall be in writing and shall be considered effective three days after the date of deposit with the United States Postal Service by certified or registered mail, first class postage prepaid, return receipt requested, and addressed to the parties as follows:

COUNTY OF MCHENRY: Attention: Valley Hi Administrator
 County of McHenry
 2406 Hartland Rd
 Woodstock, IL 60098

PROVIDER: Gilbert Egekeze, MD
 12151 Regency Parkway
 Suite 12173
 Huntley, IL 60142

13. NON-ASSIGNABILITY

Neither this Agreement nor any of the duties or obligations of PROVIDER hereunder shall be assigned or delegated by PROVIDER without prior written consent of FACILITY.





14. CORPORATE COMPLIANCE PROGRAM

PROVIDER agrees to cooperate with FACILITY in carrying out its Corporate Compliance Program, including access to necessary billing backup documentation, participation in contract and claims audits, and other key features of the Compliance Program.

15. COMPLETE AGREEMENT

This agreement supersedes all previous agreements, oral or written, between the parties and embodies the complete AGREEMENT between the parties. This agreement may only be amended or modified by written agreement by both parties.

16. VENUE

The parties further agree that the appropriate venue for any disputes shall be the Circuit Court for the 22nd Judicial Circuit, McHenry County, Illinois.

IN WITNESS WHEREOF, the parties by their duly authorized representatives, have entered into this AGREEMENT as of the date first above written.

FACILITY:

Valley Hi Nursing Home
County of McHenry

PROVIDER:

Gilbert Egekeze, MD

By: _____
Administrator

By: _____
Medical Director

EXHIBIT A – FEE SCHEDULE

The rate of compensation, for serving as Medical Director, from the FACILITY to the PROVIDER is as follows:

\$3,500 per month, due by the 15th day of the following month.