

## BOH CONTRACT SUMMARY

- New Contract**  
 **Renewal**  
 **Amended Renewal**

<b>NAME OF ORGANIZATION</b>	Mercy Health Systems Corporation					
<b>EFFECTIVE DATES</b>	1/1/2025-12/31/2029					
<b>BRIEF DESCRIPTION/ PURPOSE</b>	To provide breast and cervical cancer screening services to recipients without medical coverage and develop a community support system by increasing the availability of cancer screenings to high-risk populations.					
<b>TERMS</b>	The contract will expire 12/31/2029 unless given a 30-day written notice to terminate					
<b>MCDH DEPT/STAFF INVOLVED</b>	Illinois Breast and Cervical Cancer Project (IBCCP) Staff					
<b>FINANCIAL TERMS</b>	N/A					
	Federal	State	Local	Federal	State \$	Local
<b>INDEMNIFICATION CLAUSE?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
<b>SPECIAL ARRANGEMENTS, REQUIREMENTS, CONDITIONS</b>						

MCHENRY COUNTY BOARD OF HEALTH  
**Illinois Breast and Cervical Cancer Program  
Agreement for Services**

This agreement, effective as of **January 1, 2025** is made between the McHenry County Board of Health, hereinafter referred to as the Agency, and **Mercy Health System Corporation**, hereinafter referred to as the Medical Provider.

**WHEREAS**, the Agency has a subcontract with the Illinois Department of Public Health through the Illinois Breast and Cervical Cancer Project (IBCCP) to provide breast and cervical cancer screening services to women without medical coverage; and

**Whereas**, the Agency, in accordance with the philosophy and guideline established by the Illinois Department of Public Health (IDPH) and the Center for Disease Control (CDC), seeks to develop a comprehensive community support system to assist residents in McHenry County in reducing breast and cervical cancer mortality by increasing the availability of cancer screening to high risk populations; and

**Whereas**, the Agency wishes to provide case management, tracking, and follow-up for Recipients and the Provider wishes to provide breast and cervical cancer screening services; and

**Whereas**, the target groups for cervical screening are women age 21 and older for Pap smears and pelvic examinations and women age 40 and older for mammography screening;

**NOW THEREFORE**, in consideration of these premises and of the mutual promises contained herein, the parties agree as follows;

**A. GENERAL ASSURANCES**

The Agency and the Provider shall provide services to eligible Recipients in accordance with the Illinois Breast and Cervical Cancer Project (IBCCP) as described in Attachment A.

**B. PROVIDER SERVICES**

The Provider shall provide the breast and cervical cancer screening services for the Recipients as follows:

1. Screening for breast cancer shall include a clinical breast examination and mammography, as well as a screening MRI for women that have been documented at a high risk for breast cancer.
2. The cervical cancer screening shall include a complete visual and bimanual pelvic exam as well as a Pap test, a Pap test with high-risk HPV co-testing or primary high-risk HPV testing with reflex genotyping as appropriate to the most current recommendations for a Recipient's age and medical history.
3. Baseline breast cancer risk assessment and cervical risk cancer assessment shall be provided during the IBCCP office visit to determine indicated screening tests and frequency.
4. A measurement of blood pressure shall be done.
5. Breast and cervical health education will be taught to the Recipient by the provider during the physical exam, with an explanatory handout.
6. Mammograms will be performed for screening and diagnostic purposes.
7. Appropriate and timely clinic services will be available to each client enrolled in the IBCCP program.

**C. REPORTING AND RECORDS MAINTENANCE**

1. The Provider shall ensure that medical records are confidential and are not released without written consent from the Recipient.
2. The Provider shall ensure that the required screening and follow-up data are reported to the Agency.
3. The Provider shall maintain complete records of all the services, receipts, and disbursements relative to the IBCCP program.
4. The Provider shall assure that essential elements for the IBCCP grant will be reported to the appropriate local health department IBCCP case manager per Illinois Department of Public Health (IDPH) and the Centers for Disease Control (CDC) requirements for this project.
5. The Provider shall collect and submit the required screening results/reports to:

McHenry County Department of Health  
ATTN: IBCCP  
100 N Virginia Street  
Crystal Lake IL 60014

**D. AGENCY SERVICES**

1. Provide case management, tracking, follow-up and education services for Recipients.
2. Determine eligibility for screening services.
3. Enroll clients for services.
4. Provide information, education, and referral to services networked with the Breast and Cervical Cancer Project.

**E. BILLING**

1. The Provider shall bill for clinical services for only those Recipients who have been enrolled in the IBCCP, the Agency
  - a. The Provider shall bill the Agency within 30 days of the service date.
  - b. The Agency will reimburse the Provider within 60 days of receipt of the bill.
  - c. The bill to the Agency from the Provider shall include the date(s) of service, CPT Codes, a description of the services provided for which reimbursement is requested, and the total amount claimed for reimbursement. Reimbursement is contingent upon receipt of all required IBCCP client screening results/reports. All results/reports shall be submitted to the case manager
2. **The Agency will not reimburse for treatment-associated costs for Recipients participating in the IBCCP.**
3. IBCCP will provide payment towards the unmet deductible for Recipients who have an insurance/Medicare plan that does not cover screening services or that has a deductible. The maximum amount paid for any service is listed in Attachment A. Allowable CPT Codes for the Illinois Breast and Cervical Cancer Program in effect as of the date of service; the Agency will update the Provider of all applicable reimbursement rate changes as directed by the IBCCP.
4. IBCCP is the payer of last resort for Recipients on Medicaid or Medicare except for those whose spenddown amount is greater than the cost of the screening services.
5. The Provider will supply IBCCP with a copy of EOB/Medicare denial for reimbursement.

**F. STANDARD AGREEMENTS:**

1. Term and Termination
  - a. Term-The term of this Agreement shall commence on **January 1, 2025** and continue through **December 31, 2029** unless terminated by either party provided herein. This agreement may be renewed on an annual basis only upon written agreement of the parties.
  - b. Termination-Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice. In addition, either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.
  - c. Effect of Termination-As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations, hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement, including an obligation by the Provider to continue to treat, for a period of time not to exceed twelve (12) days, and any Recipient who, at the time of termination, is undergoing treatment by the Provider.

**G. GENERAL PROVISION**

1. Independent Contractors-None of the provisions of this Agreement is intended to create nor shall they be deemed or construed by the parties to create any relationship between the parties hereto other than that of independent entities contracting with each provision of this Agreement.
2. Indemnification
  - a. The Provider shall indemnify and hold harmless the Agency against any claims, liabilities, damages, and expenses, including without limitation reasonable attorney's fees, incurred by the Agency in defending or compromising actions brought against the Agency arising out of or related to the acts or omissions of the Provider or its employees in connection with the operation of the Provider's facility.

b. The Agency shall indemnify and hold harmless the Provider from and against any and all claims, liabilities, damages and expenses, including without limitation reasonable attorney's fees, incurred by the Provider in defending or compromising actions brought against it, its officers, director, employees, or agents, arising out of or related to the acts or omissions of the Agency in the provision of services or performance duties by the Agency pursuant to this Agreement.

3. Legislative Limitations-Notwithstanding any other provision of this Agreement, if the governmental agencies (or their representative) which administer Medicare, any other payer, or any other federal, state, or local government or agency passes, issues, or promulgates any law, rule, regulation, standard or inter precaution at any time while this Agreement is in effect which prohibits, restricts, limits, or in any way substantially changes the methods or amount of reimbursement or payment for services rendered under this Agreement, or which otherwise significantly affects either party's rights or obligations hereunder, either party may give the other notice of intent to amend this Agreement to the satisfaction of both parties, to compensate for such prohibition, restrictions, limitation or change. If this Agreement is not so amended in writing within thirty (30) days after said notice was given, this Agreement shall terminate as of midnight on the thirtieth (30) day after said notice was given, unless parties agree that they do not desire such termination.
4. Entire Agreement Modification-This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior arrangements, oral or written, and all other communications between the parties relating to the subject matter. This Agreement may not be amended or modified except by mutual written agreement.
5. Compliance with Law-Each party agrees to comply with all applicable state and federal law including, but not limited to, the Illinois Mental Health and Developmental Disabilities Code (Ill. Rev. State. Ch. 91 ½ par. 1-100. Et seq.), as may be amended from time to time.
6. Governing Law-This Agreement shall be construed in accordance with the laws of the State of Illinois.
7. Counterparts-This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.
8. Partial Invalidity-If any provision of this Agreement is prohibited by any applicable law or court decree, said prohibition shall not invalidate or affect the remaining provisions of this Agreement.
9. Notice-All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested or by Federal Express or Express receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, address as follows;

If to the Provider: Javon Bea, President/CEO/COO  
Mercy Health System Corporation  
1000 Mineral Point Ave  
Janesville, WI 53548

If to the Agency: McHenry County Department of Health  
Attn: IBCCP  
100 N Virginia Street  
Crystal Lake, IL 60014

or to such other persons or places as either party may from time to time designate by written notice to the other.

10. Waiver-A Waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.
11. Captions-The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.
12. Assignment: Binding Effect-The Agency shall not assign or transfer, in whole or in part, this Agreement or any of the Agency's rights, duties, or obligations under this Agreement without the prior written consent of the Provider, and any assignment or transfer by the Agency without such consent shall be null and void. This Agreement shall insure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors, and permitted assigned.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first written above:

McHenry County Board of Health

Provider

\_\_\_\_\_  
Melissa H. Adamson  
Public Health Administrator  
as authorized Agent for the  
McHenry County Board of Health

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**GENERAL PROVIDER ASSURANCES**

1. All contracts and subcontracts must be on file with the Agency and the Illinois Department of Public Health (IDPH) before reimbursement of the Provider will be approved. Reimbursement for services will be provided upon receipt by the Agency, of all required client data forms.
2. The Provider must agree the no “balance billing” will be allowed for Recipients and the maximum rates for reimbursement will be the Cook County rates established annually under Medicare Part B. Balance billing means that as a screening service costs more than the Medicare rate, the Provider cannot charge the balance to another source of funding to make up the difference. For those services reimbursed by the Agency through IDPH Illinois Breast and Cervical Cancer Project, no sliding fee, deductible, administrative fee, nor co-pay will be charged to clients seen through the project. Third party billing of the Agency must include documentation of services billed and amount paid to the service provider by the third party biller. This project is considered to be the payer of last resort. No project funds will be spent for treatment services for women who have breast or cervical diseases or cancers, but women with cancer in remission may be screened.
3. For cervical cytology and Pap testing, reimbursement will be allowed for a maximum of no more than three (3) specimens per client.
4. The Provider must have a current valid license to practice in Illinois, and that no disciplinary actions are being taken against the Provider at the time of contracting with this project.
5. The Provider assures the facility conducting breast and cervical cancer screening funded by the IBCCP has Food and Drug Administration (FDA) certification or Clinical Laboratories Improvement Act (CLIA) certification.
6. The Provider assures the facility conducting Mammography is fully certified by the FDA under the Mammography Quality Standards Act of 1992 (MQSA). The Provider shall use the languages from the American College of Radiology (ACR) Breast Imaging Reporting and Data System (BIRADS) method for reporting the interpretation of mammography examinations. Reading and reporting of mammograms shall be done according to the American College of Radiology (ACR) Lexicon system. All cytology labs used must be approved according to the CLIA. Documentation of CLIA certification must be submitted to the Agency before services are provided.
7. The Provider must report Pap test results using the Bethesda System. Results other than those within normal limits (WNL) require repeating the Pap or further diagnostic work-up.
8. Cervical examinations, and Papanicolaou (Pap) tests and breast examination may be provided by MD’s, DO’s, Nurse Practitioners, Certified Nurse Midwives, Clinical Nurse Specialists, and Physician Assistants.
9. The Provider of clinical services must observe universal precautions during physical exams, and specimen collection and preparation.
10. The Provider agrees to maintain documentation of services in the client record in the format that is used for all other clients. All clients must have a visit summary sheet, personal data information sheet, a mammogram report, and a Pap smear report. If an abnormality is found, a client will also have an abnormal breast screening report and/or abnormal cervical screening report.
11. The Provider will notify clients by phone or in writing within two (2) weeks of the results of all Pap test and mammograms regardless of outcome, results must be presented in “lay terms”.
12. Project funds cannot be used for treatment costs. Providers will agree to treat IBCCP Recipients who are diagnosed precancerous or cancerous and not bill IBCCP or the patient for those services.
13. The Provider should have a commitment and historical ability to serve economically disadvantaged and indigent women, and an ability to network with other community organizations in the area.
14. The Provider must agree to prepare timely screening reports/results for submission to the respective IBCCP Agency.
15. Clients with abnormal Pap test results that are indicative of non-cancerous conditions, such as STD’s or other infections must be referred to the appropriate STD or family planning clinic for diagnosis and treatment, and cannot be covered by IBCCP.
16. No reimbursement will be provided for a second mammography due to poor quality of film or bad views.

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