

COVID-19 TESTING LABORATORY SERVICES AGREEMENT

This COVID-19 TESTING LABORATORY SERVICES AGREEMENT (this “Agreement”) is made as of **December 13, 2021** by and between **Northshore Clinical Labs, Inc.** (“Northshore”), an Illinois Corporation, with its usual place of business at 4751 N. Kedzie Ave., Chicago IL. 60625, and the Board of Education of Roselle School District 12 (“ORGANIZATION”), an Illinois public school district, with its district office located at 100 E. Walnut St., Roselle, IL 60172

RECITALS

- A. Northshore operates a clinical laboratory that is duly licensed, and is certified under all applicable federal and state statutes and regulations and the Medicare and Medicaid programs, and at which it provides COVID-19 PCR testing services (“COVID Testing”, and each test, individually, a “COVID Test”);
- B. ORGANIZATION desires to contract with Northshore to provide COVID Testing for the ORGANIZATION facilities listed on Exhibit A (“Facilities”), and Northshore and ORGANIZATION desire to enter into this Agreement to define their respective rights and responsibilities; and
- C. The parties agree that Northshore is to provide COVID Testing for the students, staff, school personnel, and other employees of ORGANIZATION under the terms and conditions of this Agreement and in accordance with all applicable requirements of federal, state or local laws, rules, and/or regulations, third-party reimbursement sources (public or private), or other reimbursement sources covering Facility services. COVID Testing will include virology testing (the COVID-19 PCR Test) to provide information for the diagnosis, prevention, or treatment of a disease or assessment of a medical condition.

NOW, THEREFORE, in consideration of the terms, conditions and covenants hereinafter set forth, the parties agree as follows:

AGREEMENT

1. Responsibilities of Northshore

- a. Northshore shall conduct on-site testing at the Facilities on scheduled days and times as directed by ORGANIZATION.
- b. Northshore shall perform the COVID Testing at any reasonable time and number of persons requested by ORGANIZATION pursuant to a properly completed test requisition in the form set forth on Exhibit B attached hereto.
- c. Northshore shall provide COVID-19 testing kits and supplies for ORGANIZATION to self-administer to students and/or faculty.

- d. Northshore shall be responsible for the collection and transportation of COVID Test specimens from the Facilities.
 - e. Northshore shall report COVID Test results at the discretion of ORGANIZATION by either 1) reporting to authorized ORGANIZATION personnel by populating a portal with COVID Test results for each facility, 2) reporting COVID Test results directly to each subject undergoing a test, or 3) both.
 - f. Northshore expects it may be required to submit some positive specimens to at least the Illinois Department of Public Health. Negative samples will be destroyed. Northshore may retain de-identified remnant specimens for on-going quality assessment and test improvement.
 - g. Northshore shall provide all supplies necessary for the administration of the COVID-19 test. Northshore and all individuals performing the services hereunder shall fully comply with all currently approved and generally accepted professional standards governing the professional specialty being provided. Individuals who will be performing the services shall at all times meet and hold any and all required licensure, certification, subject matter competency, experiential or other requirements of law, and shall provide evidence of same to ORGANIZATION upon request.
 - h. Northshore personnel who will be present on ORGANIZATION's property must comply with all applicable laws, rules, regulations, and District rules and policies, including, but not limited to, procedures for sanitization, disease prevention, and use of equipment (including personal protective equipment) related to health and safety, as determined appropriate by ORGANIZATION. If any individuals performing services hereunder will be present on ORGANIZATION's property, Northshore must specifically comply with the requirements of Illinois Executive Order No. 87 (2021-20), which requires "school personnel" in P-12 schools to (a) have received, at a minimum, the first dose of a two-dose COVID-19 vaccine series or a single-dose COVID-19 vaccine by September 5 and (b) be fully vaccinated against COVID-19 within 30 days after the first dose. School personnel who demonstrate an exemption for medical or religious reasons are excused from the vaccination requirement, but then must submit to testing as required by the ORGANIZATION.
2. Responsibilities of ORGANIZATION. ORGANIZATION shall provide to Northshore access to the Facilities to administer COVID Tests. ORGANIZATION shall provide items reasonably required for testing such as tables, chairs, stanchions, and/or other items mutually agreed to by the parties in writing.
3. Term and Termination.
- a. The term of this Agreement ("Term") shall commence on the Effective Date and continue until June 30, 2022.

- b. Either party may terminate this Agreement at any time with or without cause upon sixty (60) days prior written notice to the other party.
4. Billing.
 - a. Throughout the Term of this Agreement, Northshore shall have the sole right to bill third party payers and or other reimbursement sources to collect charges for COVID Testing services conducted at the Facilities and performed on specimens collected under this Agreement.
 - b. In no event shall ORGANIZATION be responsible for payment for any COVID Test performed under this Agreement.
 - c. In no event shall ORGANIZATION students, staff, school personnel, or other employees be responsible for payment, including any insurance copayment, for any COVID Test performed under this Agreement. If Northshore is not reimbursed for any costs arising out of this Agreement by third party payers, it shall not seek reimbursement from ORGANIZATION or any testing subject.
5. Compliance and Warranty. The terms of this Agreement are intended to be in compliance with all applicable federal, state and local statutes, regulations and ordinances. Each of the parties represents and warrants to the other party that it will comply with all applicable laws, rules and regulations, as they may be amended from time to time, including, but not limited to, (1) the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"); (2) the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §1320d through d-8 ("HIPAA"); (3) the requirements of any regulations promulgated under either the HITECH Act or HIPAA, including, without limitation, the federal privacy regulations as contained in 45 CFR Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards as contained in 45 CFR Parts 160, 162 and 164 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 CFR Parts 160 and 162 (the "Federal Electronic Transactions Regulations"); (4) the Americans with Disabilities Act, 42 USC §12111, et seq., 29 CFR §130.1, et seq. (the "ADA"); (5) Section 504 of the 1973 Rehabilitation Act, 34 CFR §104.1, et seq.; (6) the Family Educational Rights and Privacy Act, 20 USC §1232g, et. seq., 34 CFR §99.1, et seq. ("FERPA"); (7) Title IX of the Education Amendments of 1972, 20 USC §1681 et seq., 34 CFR §106.1 et seq.; (8) the federal Physician Self-Referral Law (42 U.S.C. § 1395nn), the regulations promulgated thereunder and similar state physician self-referral laws and regulations; (9) the federal Medicare/Medicaid Anti-Kickback Law (42 U.S.C. § 1320a-7b), the regulations promulgated thereunder and similar state anti-kickback laws and regulations; and (10) the Eliminating Kickbacks in Recovery Act (18 U.S.C. § 220), the regulations promulgated thereunder and similar state laws and regulations.
6. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Illinois without regard to the conflict of laws provisions thereof.
7. Insurance. Northshore shall carry for the duration of this Agreement the following types of insurance:

- a. Comprehensive general liability and property damage insurance, insuring against all liability of Northshore related to this Agreement, with a minimum combined single limit of Four Million Dollars (\$4,000,000.00) per occurrence, Four Million Dollars (\$4,000,000) Personal & Advertising Injury, and Four Million Dollars (\$4,000,000) general aggregate;
- b. Medical Professional Liability Insurance with limits in the per claim amount of not less than Three Million Dollars (\$3,000,000.00) and the annual aggregate of not less than Three Million Dollars (\$3,000,000);
- c. Cyber liability/identity theft insurance with a combined limit of Five Hundred Thousand Dollars (\$500,000) per claim and general aggregate;
- d. Worker's compensation insurance in the amounts required by law and employer's liability insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and bodily injury by disease;
- e. Umbrella liability insurance with a minimum combined single limit of Two Million dollars (\$2,000,000.00) per occurrence and Two Million Dollars (\$2,000,000) general aggregate. The Umbrella insurance shall follow the form of the underlying insurance in all respects.

All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or comparable rating service. Northshore will provide a certificate of insurance evidencing such coverage to the ORGANIZATION upon request. Northshore shall name the Indemnitees (as defined below) as additional insureds, on primary and non-contributory basis, on the general liability insurance coverage required hereunder.

8. Independent Contractor. Northshore is, and shall at all times be deemed to be, an independent contractor and shall carry out the responsibilities required of it by the terms of this Agreement. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between Northshore and ORGANIZATION or any of ORGANIZATION's employees, agents, consultants, or subcontractors. Each party assumes exclusively the responsibility for the acts of their respective employees, agents, consultants, or subcontractors as they relate to any Services provided under this Agreement.
9. Indemnification. Northshore agrees to defend, indemnify and hold the ORGANIZATION and its individual Board members, employees, and agents, ("Indemnitees") harmless from all liabilities, costs, claims, demands, damages arising out of or claimed to arise out of the negligent acts, errors, or omissions of Northshore or its agents resulting in whole or in part from the services provided hereunder or the presence of Northshore or its agents on the ORGANIZATION's property.

10. Confidentiality and Data Sharing:

- a. Northshore shall maintain strict confidentiality of all information, data or records relating to students, staff, school personnel, and other employees of ORGANIZATION and shall only disclose such information in accordance with federal, state and local law and regulations. Notwithstanding anything to the contrary in this Agreement, such federal, state or local laws which govern the disclosure of patient information, “Protected Health Information” and “Personally Identifiable Information,” when applicable, shall control over the terms of this Agreement with regard to Northshore providing information to ORGANIZATION (or a third-party) regarding any person subject to COVID-19 testing.
- b. Northshore agrees to only collect information (medical or otherwise) about ORGANIZATION students, staff, school personnel, and other employees to the extent necessary to fulfill its duties under the terms of this Agreement. Such records shall not be disclosed to third parties for any reason other than to law enforcement or medical personnel in the event of an emergency or as otherwise may be required by law, and will not be used for Northshore’s own personal or business purposes outside of the performance of this Agreement. Northshore shall maintain records of all information collected, including but not limited to COVID-19 test results for a minimum of two (2) years following the termination of this Agreement. Any student, staff, school personnel, or other employee information collected or otherwise held by Northshore must be made available immediately upon request from ORGANIZATION.
- c. Northshore shall store and process student, staff, school personnel, and other employee information in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure such information from unauthorized access, disclosure and use.
- d. If Northshore becomes aware of a disclosure or security breach concerning any information covered by this Agreement, Northshore shall immediately notify ORGANIZATION and take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible.
- e. The Parties agree that any breach of the privacy and/or confidentiality obligation set forth in this Agreement may, at ORGANIZATION’s discretion, result in ORGANIZATION immediately terminating this Agreement and refusing to enter into a contract with Northshore or otherwise allow access to any ORGANIZATION student, staff or other employee information.
- f. Northshore may employ third parties to assist with the performance of its duties in this Agreement. However, Northshore is solely responsible for ensuring that any third party providing services in connection with its obligations under this Agreement is also bound by the obligations of confidentiality as noted in Section 11. Northshore shall pay all fees, wages, salaries, and other amounts due to any third party in connection with its performance of its obligations under this

Agreement and shall be responsible for all reports and obligations respecting any such third party relating to any taxes, insurance, and similar matters.

- g. Northshore specifically agrees to comply with all state and federal laws, including, but not limited to, the Illinois School Student Records Act, the Illinois Mental Health Act and Developmental Disabilities Confidentiality Act, the federal Family Educational Rights and Privacy Act, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and all rules and regulations governing the release of student, personnel, and medical records. Northshore also shall abide by all other records confidentiality obligations of the ORGANIZATION and all ORGANIZATION policies and procedures applicable to same. Should the ORGANIZATION determine a Business Associate Agreement is necessary under HIPAA, Northshore agrees to enter into such an agreement.
11. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and shall supersede all previous negotiations, commitments, and writings. This Agreement shall not be amended, released, discharged, changed or modified except by a written instrument signed by a duly authorized representative of each of the parties.
12. Amendments. No modifications of or amendment to this Agreement shall be effective or binding on either party unless mutually agreed to in writing signed by both parties.
13. Severability. The provisions of this Agreement are severable. If a court of competent jurisdiction determines that any portion of this Agreement is invalid or unenforceable, the court’s ruling will not affect the validity or enforceability of the other provisions of the Agreement.
14. Compliance with Laws. Northshore agrees that it shall comply with all applicable federal, state, or local rules and regulations while performing the services hereunder. Northshore specifically agrees to comply with all nondiscrimination laws, and agrees to comply fully with the requirements of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) including, but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. Northshore further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the Americans With Disabilities Act (42 U.S.C. § 12101 et seq.), and their rules and regulations. As required by Illinois law, in the event of Northshore’s non-compliance with the provisions of the Equal Employment Opportunity Clause or the Illinois Human Rights Act, Northshore may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

Northshore certifies that it is not currently under investigation or debarment by any state or federal governmental agency for Medicare or Medicaid fraud, and that to the best of its reasonable knowledge, neither Northshore nor its currently practicing employees or

contractors are currently excluded from participating in the Medicare or Medicaid programs or other government programs which are reported on the OIG, GSA or SAM lists. In the event an investigation of a party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the ORGANIZATION reserves the right to immediately terminate this Agreement.

Northshore acknowledges that, pursuant to the Illinois Criminal Code (720 ILCS 5/11-9.3), it is unlawful for a child sex offender to knowingly be present on school property when persons under the age of 18 are present without the specific notification to and permission of the Superintendent or the Board of Education. Child sex offenders found to be present on school property without permission will be considered trespassers and will be prosecuted in accordance with Illinois law. Northshore shall ensure that all individuals present on the ORGANIZATION's property on its behalf are notified of this law and that no child sex offender shall be present on ORGANIZATION's property or requiring contact with students. Smoking and use and possession of alcohol is prohibited on school property.

15. Criminal Background Check. All individuals performing services under the Agreement are expected to have direct, daily contact with students and, accordingly, must submit to a criminal background investigation in accordance with 105 ILCS 5/10-21.9. Northshore will reimburse the ORGANIZATION for the costs of the criminal background check.
16. In accordance with 105 ILCS 5/10-21.9, Northshore shall ensure that each individual performing services has authorized a criminal background investigation by the ORGANIZATION (unless a satisfactory background investigation is on file with the Regional Office of Education or Educational Service Region) and, at the request of the ORGANIZATION, a DCFS Child Abuse Registry background investigation, which investigations shall be commenced (or, at the ORGANIZATION's option, completed) prior to the individual commencing services hereunder.
17. Northshore acknowledges that the eligibility of any individual to perform the services hereunder is contingent upon the ORGANIZATION deeming acceptable the results of such criminal background investigation, the DCFS Child Abuse Registry check, a Statewide Sex Offender Database check, and a Statewide Murderer and Violent Offender Against Youth Database check, as well as such other licensure documentation and information provided to the ORGANIZATION. The ORGANIZATION will notify Northshore if the ORGANIZATION determines that any individual is not eligible to perform the services hereunder. Due to restrictions on disclosure of background check information, the ORGANIZATION may not specify to Northshore the reasons for a determination of ineligibility.
18. Physical Fitness. In accordance with 105 ILCS 5/24-5, all individuals performing services hereunder who provide services to students or in schools, shall submit to a physical examination by a physician licensed in Illinois or any other state to practice medicine and surgery in all its branches, a licensed advanced practice registered nurse, or a licensed physician assistant, and shall provide the ORGANIZATION (within 30 days after commencing services) with evidence of physical fitness to perform duties assigned and

freedom from communicable disease. Such evidence shall provide that the physical examination has occurred within the preceding 90 days. The cost of this examination shall be paid by Northshore. A certification from Northshore to the ORGANIZATION that the individuals providing services have provided the required physical fitness certification to Northshore will be sufficient unless the ORGANIZATION requires, or notifies the Northshore that the Illinois State Board of Education is requiring, that the actual medical certification be provided to the ORGANIZATION.

19. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be (a) delivered personally, (b) sent by certified mail, or (c) sent by a nationally-recognized courier guaranteeing next-day delivery, to the recipients below. The parties agree that changes to the addresses below for receipt of notices under this Section may be effected by a letter signed by the relevant party and does not require an amendment to this Agreement signed by all parties.


If to Northshore:
Northshore Clinical Labs, Inc.
4751 N. Kedzie Ave
Chicago, IL. 60625
Attention: Omar Hussain

If to the ORGANIZATION:
Roselle School District 12
100 E. Walnut St.
Roselle, IL 60172
Attn: Superintendent

[SIGNATURE PAGE FOLLOWS]

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

**NORTHSHORE CLINICAL LABS,
INC.**

By: 
Name: OMAR HUSSAIN
Title: LABORATORY MANAGER
Date: December 13, 2021

**BOARD OF EDUCATION OF
ROSELLE SCHOOL DISTRICT
12**

By:
Title:
Date:

EXHIBIT A

The Organization Facilities are identified as follows:

Roselle Middle School

500 S Park St.,

Roselle, IL 60172

Spring Hill Elementary School

560 S. Pinecroft Dr.,

Roselle, IL 60172

EXHIBIT B

Please reference the previously provided Requisition Form.