

Memorandum
Human Resources Department

To: Thomas Thomas, City Manager
Subject: Augustana Agreement
Date: 08/17/16



The Human Resources Department has developed an agreement for providing health care services to Augustana College through the City's Wellness Center.

The main points of the agreement are:

- The agreement will be for a one-year period commencing September 1, 2016 and concluding August 31, 2017. The agreement will automatically renew unless Augustana College or City provides the other party with a 90 day cancellation notice. Only college employees and subscribers / dependents enrolled on their health insurance plan will be permitted to use the WC for any non-occupational injuries and illnesses;
- Augustana College will pay fifty dollars (\$50) per clinic visit per employee and health subscriber / dependent.

Human Resources is expecting yearly clinic fees ranging from \$31,000 to \$50,000 per year depending upon Augustana's marketing efforts and projected utilization.

Human Resources will permit Augustana College to place a banner on the railing outside the WC at City Hall. The banner will help college employees and subscribers / dependents of its health care plan in locating the WC.

The agreement with Augustana College will offset current costs and fill excess capacity within the Wellness Center.

Recommendation: City Council approves the arrangement with Augustana College for Wellness Center services and authorizes the City Manager to execute the attached agreement.

Submitted By: John Thorson, Human Resources Director

Approved By: Thomas Thomas, City Manager

AGREEMENT BETWEEN THE

CITY OF ROCKISLAND AND AUGUSTANA COLLEGE FOR USE OF THE WELLNESS CENTER

This Agreement is entered into this _____ day of _____, 2016, by the City of Rock Island, Illinois (hereinafter "City") and Augustana College (hereinafter "College").

WHEREAS, the City is a municipal corporation organized pursuant to Article VII, Section 6 and Article VII, Section 4 of the Illinois Constitution or pursuant to the Illinois Municipal Code (65 ILCS 5/1-1-1 et seq. and 55 ILCS 5/1-1001 et seq.); and

WHEREAS, the City operates a Wellness Center (WC) that is housed at City Hall (1528-3 Avenue, Rock Island, Illinois) and the College is interested in utilizing the medical clinic for treating employees and subscribers / dependents of its health care plan; and

WHEREAS, the College does not intend to be a "business associate" of or otherwise create a "business associate" relationship with the City as that term is defined in the Health Insurance Portability and Accountability Act.

The City and College agree to the following Terms:

- 1) The term of this Agreement shall be for a one (1) year period commencing on the effective date of September 1, 2016 and concluding on August 31, 2017;
- 2) During the Agreement, College employees and subscribers / dependents enrolled in Augustana College's self-funded, health insurance plan will be permitted to use the WC for any non-occupational injuries and illnesses;
- 3) The College shall pay fifty dollars (\$50) per clinic visit per employee, health subscriber and dependent to the City. The City will invoice the College on a quarterly basis around December 1, March 1, June 1 and September 1 for the preceding three (3) months of WC utilization. For example, the December invoice will reflect actual utilization for the months of September, October and November.

The College shall pay one hundred percent (100%) of the cost for any health initiatives specific to College employees and subscribers / dependents on its health insurance plan (eg, biometric screening, vaccinations, etc.).

The College shall pay one hundred percent (100%) of Metro Lab costs (eg. lab draws) for their employees and subscribers /dependents on its health insurance plan.

The College shall pay one hundred percent (100%) of any required software program costs and licensing fees related to tracking College employee and subscriber / dependent eligibility required by Genesis Health. A suitable software program (such as Systoc) that is capable of

tracking the eligible College population, data collection of office visits including treatments and information reporting. The software program shall be at the location of the WC. The College shall also be responsible for insuring their employee data is properly inputted and maintained in the software program and is available to WC in order to determine patient eligibility.

The City shall provide the College with quarterly reports demonstrating their return on investment. There will be no charge to the College for this service by the City.

On or about March 1, 2017, the City and College will review all labor charges and items necessary to support the operation of the WC, including but not limited to medical supplies, office supplies, phone service, medical equipment, medications, and equipment maintenance. Additional discussion will ensue over the appropriateness of the initial clinic visit charge or percentage to be paid by each party for labor and WC operational costs. Any changes in the clinic visit charge or percentage must be mutually agreed to by the City and College;

4) Prior to September 1, 2017, and each year thereafter, the City and College will jointly explore WC utilization by their respective employees and health subscribers / dependents and determine the appropriate clinic visit charge or cost percentage to be paid by each party for labor and WC operational costs for the second and any subsequent years. Any change in the clinic visit charge or cost percentage must be mutually agreed to by the City and College. Should the City or College not mutually agree to a change in clinic visit charge or cost percentage, either party may terminate the Agreement with a ninety (90) day notice to the other party;

5) The City and College recognize and acknowledge that in the course of performing its duties and obligations under the Agreement such parties may have access to the other party's employee information. Both parties agree that it will not disclose in whole or in part such information to any other person, firm or entity.

In the course of performing services under this Agreement, the City Medical Provider will acquire Personal Information (as defined below) of College employees and subscribers/dependents. The City Medical Provider, shall comply with all applicable laws and regulations governing the transfer, protection, use and disclosure of Personal Information (including, without limitation, all applicable laws and regulations relating to the transfer, collection, use and storage of government identification numbers and health information). "Personal Information" means any information by which the identity of a person could be revealed, including, but not limited to, a person's name, home address, telephone number, e-mail address, date of birth, marital status, and protected health information. To maintain the security and privacy of Personal Information, the City Medical Provider shall, at a minimum, comply with the following:

- (a) The City Medical Provider shall use commercially reasonable technology, industry best practices and best efforts to ensure the integrity and security of all Personal Information. The City Medical Provider's duties under this section shall include

without limitation, securing Personal Information from any unauthorized or improper access by any third party and/or any City Medical Provider representative. Personal Information stored or transmitted electronically must be encrypted using at least 128 bit encryption.

- (b) The City Medical Provider shall limit internal access to Personal Information by requiring that City representatives have access to Personal Information only on a need to know basis.
- (c) The City Medical Provider shall not, under any circumstances, sell, trade or rent any Personal Information.
- (d) The City Medical Provider shall keep Personal Information no longer than necessary for the purposes for which such Personal Information was transferred or shared.
- (e) The City Medical Provider shall immediately inform the College of any unauthorized uses and disclosures of Personal Information.
- (f) The City Medical Provider shall not disclose or otherwise share, absent appropriate legal or patient authorization, any Personal Information to the College.

6) The City and College agrees to indemnify, defend, and hold harmless the other party, and such other party's officers, directors, employees and affiliates, from and against any and all liability arising out of or in connection with the performance of its duties and obligations pursuant to this Agreement.

This Agreement embodies the entire agreement between the parties and there have been no agreements, representations, or warranties, either oral or written, between the parties other than those set forth or provided in this Agreement. This Agreement may not be modified or changed, in whole or in part, except by written amendment signed by each of the parties.

The parties to the Agreement represent and warrant that this Agreement has been duly authorized by the respective parties and that all necessary action has been taken in connection with the execution and delivery of and performance under this Agreement.

Augustana College

City of Rock Island

By: _____

By: _____

Date: _____

Date: _____