

9/20/2012

69-R-12

A RESOLUTION

**Authorizing the City Manager to Execute a
Transition of Services Agreement
with Erie Family Health Center, Inc.
Regarding the Evanston Children's Dental Clinic**

NOW BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
EVANSTON, COOK COUNTY, ILLINOIS, THAT:

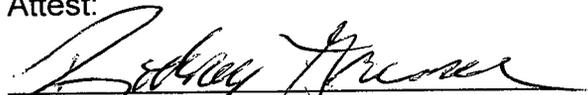
SECTION 1: The City Manager is hereby authorized and directed to sign the agreement attached hereto as Exhibit 1 and incorporated herein by reference.

SECTION 2: The City Manager is hereby authorized and directed to negotiate any additional terms and conditions of said agreement as he may determine to be in the best interests of the City.

SECTION 3: This resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.


Elizabeth B. Tisdahl, Mayor

Attest:


Rodney Greene, City Clerk

Adopted: October 8, 2012

EXHIBIT 1

**Transition of Services Agreement
Between the City and Erie Family Health Center, Inc.**

TRANSITION OF SERVICES AGREEMENT

This Transition of Services Agreement ("Agreement") sets forth the agreement by and between Erie Family Health Center, Inc., an Illinois not for profit corporation ("Erie"), and the City of Evanston, an Illinois municipality (the "City") (Erie and the City each are referred to herein as a "Party" and collectively as the "Parties") as of September 21, 2012.

RECITALS

WHEREAS, the City has been providing children's dental services in the Evanston, Illinois community since 1967 including dental examinations, cleanings, fluoride treatments, dental sealants, restorations, minor surgical procedures, dental x-rays, root canal therapy, dental health education and emergency care through the Evanston Children's Dental Clinic (the "Dental Clinic");

WHEREAS, the City has determined that it can no longer operate the Dental Clinic and will close the Dental Clinic as of October 21, 2012;

WHEREAS, Erie operates as a Federally Qualified Health Center ("FQHC") as approved by the Bureau of Primary Health Care ("BPHC") at various sites in Chicago, Illinois, acting as a safety net provider, including providing dental services, for underserved and vulnerable populations in the areas it serves;

WHEREAS, Erie is expanding its services into Evanston, Illinois and has received a federal New Access Point Grant from the Health Resources and Services Administration ("HRSA") to provide services in Evanston, Illinois, including children's dental services through the Erie Dental Health Center Evanston/Skokie (the "Erie Dental Health Center");

WHEREAS, the City has determined that Erie is a highly qualified provider with the ability to deliver high quality care to patients and desires to transition the care of its current patients to Erie, and Erie is willing to provide children's dental services to the underserved population in Evanston, Illinois and surrounding communities through the Erie Dental Health Center as of October 22, 2012; and

WHEREAS, as a result of the closure of the Dental Clinic and the opening of the Erie Dental Health Center, the Parties wish to arrange the transition of children's dental services for the residents of Evanston, Illinois and surrounding communities from the City to Erie and the Parties believe that this proposed agreement will lead to a seamless transition of services for such residents; and

NOW, THEREFORE, for good and valuable consideration set forth herein, the Parties hereby agree as follows:

1. **Provision of Services.** Effective October 22, 2012 (the "Effective Date"), the City will discontinue the provision of dental services at the Dental Clinic, and Erie will provide those specific dental programs and services described on **Exhibit A** attached hereto (the

"Services") through the Erie Dental Health Center. Erie will provide these Services in Evanston, Illinois for as long its funding for the Services continues, it maintains the HRSA New Access Point Grant funds, and it can do so without incurring a net financial loss, as determined by Erie. Services will be provided in accordance with Erie's policies and procedures, including FQHC, BPHC and The Joint Commission accreditation requirements.

2. **Location of Services; Lease; and Signage.** After the Effective Date, Erie will temporarily provide Services within defined space at the City's former Dental Clinic location at 2100 Ridge Avenue, Evanston, Illinois 60201, pursuant to a lease of space as set forth in **Exhibit B.** Signage at the Erie Dental Health Center, including external signage on the Civic Center building and internal signage, will be modified to reflect that the dental provider is Erie rather than the City. Erie intends to move the Erie Dental Health Center to a permanent location within the City of Evanston in 2013.

3. **Equipment.** The City will donate to Erie certain equipment from the Dental Clinic as listed on **Exhibit C.** The City will remove all remaining equipment from the Dental Clinic as mutually agreed by the Parties.

4. **Name.** Erie's dental clinic will be part of Erie Evanston/Skokie Health Center, a full service medical and dental primary care facility. The name of Erie's dental clinic will be "Erie Dental Health Center Evanston/Skokie" and the Parties agree that the name "Evanston Children's Dental Clinic" will not be used by either Party following the Effective Date.

5. **Staffing.** Erie will staff the Erie Dental Health Center by hiring qualified candidates in accordance with its human resource policies. Current staff of the Dental Clinic may apply for posted positions in accordance with Erie's application process.

6. **Client Records.** Records of all current Dental Clinic clients and previous clients will be transferred to Erie pursuant to the Assignment and Assumption of Medical Records attached hereto as **Exhibit D.** Records will be handled as mandated by all applicable state and federal laws and regulations protecting the confidentiality of patient records, including the Health Insurance Portability and Accountability Act of 1996, corresponding Standards for Privacy of Individually Identifiable Health Information regulations, and the Security Standards for Protection of Electronic Protected Health Information, each as amended from time to time (collectively, "HIPAA"). In the event a claim is made against the City or any of its previous employees, or the City otherwise needs to access a patient record for legal purposes, Erie will make a copy of the chart at no cost and provide same to the City/the former employee for their use.

7. **Patient Consent.** The Parties agree to work together prior to the Effective Date to allow Erie to obtain Erie form parent/guardian consents to care in a timely manner and provide Erie form HIPAA patient privacy notices, including as provided in Section 8.2 below.

8. **Communications.** The Parties will work together to coordinate communication to staff, clients and the community regarding the transition of services.

8.1 With Staff. Within ____ week(s) prior to the Effective Date, the City will notify Dental Clinic staff of the closing of the Dental Clinic and the opening of the Erie Dental Health Center and of available staff positions for which they can apply, as applicable.

8.2 With City Clients. On or about the same time as the press release noted below, but no later than thirty (30) days prior to closing of the Dental Clinic, Evanston will send mutually agreed-upon patient/client letters that will address the closing of the Dental Clinic and the availability of dental services from the Erie Dental Health Center. Such notice will be written in English and Spanish and address continued access to care, records, and parent/guardian consents as necessary.

8.3 With Public. Immediately after Dental Clinic staff members are told, the Parties will issue a joint press release which will address the closing of the Dental Clinic and the stress the availability of dental services in the City through Erie and the Erie Dental Health Center. The Parties agree that the only individuals who may speak to the press regarding the subject are:

Mayor Elizabeth Tisdahl
Wally Bobkiewicz, Evanston City Manager
Evonda Thomas, Evanston Health Department Director
Lee Francis, Erie President and Chief Executive Officer
Iliana Mora, Erie Senior Vice President

or their designees.

9. Relationship of Parties. The sole purpose of this Agreement is to address the closing of the Dental Clinic and the opening of the Erie Dental Health Center as relates to the transition of Services from the City to Erie. This transaction is not a merger, partnership or asset purchase arrangement, nor is Erie assuming any assets or liabilities of the City or the Dental Clinic except for any equipment donated per Section 3 of this Agreement and records transferred per Section 6 of this Agreement. Erie assumes no responsibilities or liabilities of the City with respect to any of the City's business operations including but not limited to City relationships with employees, consultants, vendors, payors and granting agencies. Erie has had no, nor will it have any, control over the governance by the City or the operations of the Dental Clinic. The Parties are totally independent of each other, and have no other obligations to each other, except as expressly set forth herein. There is no ongoing relationship between the Parties.

10. Indemnification. The City agrees to defend indemnify and hold harmless Erie and its affiliates, officers, directors, employees, and agents (collectively, "Erie's Indemnified Parties") from and against any claims, suits, actions, demands, judgments, liabilities, damages, losses, or expenses Erie's Indemnified Parties incur (including without limitation, amounts paid in settlement of claims and reasonable attorneys' fees) as a result of or relating to (i) the City's operation of the Dental Clinic prior to the Effective Date; (ii) the City's closure of the Dental Clinic; or (iii) negligence or willful misconduct of the City, or any employee or agent of the City. The City further agrees to bear all costs and expenses, including, without limitation, reasonable

attorneys' fees, incurred in connection with the defense or settlement of any such claim as such costs and expenses are incurred in advance of judgment.

Erie agrees to defend indemnify and hold harmless the City and its officials, officers, employees, and agents (collectively, the "City's Indemnified Parties") from and against any claims, suits, actions, demands, judgments, liabilities, damages, losses, or expenses the City's Indemnified Parties incur (including without limitation, amounts paid in settlement of claims and reasonable attorneys' fees) as a result of or relating to Erie's operation of the Erie Dental Health Center as of and after the Effective Date. Erie further agrees to bear all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in connection with the defense or settlement of any such claim as such costs and expenses are incurred in advance of judgment.

11. Professional Liability Insurance. The City does not maintain professional liability insurance on behalf of its Dental Clinic employees, agents or independent contractors ("Service Providers") but rather relies upon the Service Providers to maintain their own professional liability policies. The City currently maintains a general liability policy with coverage amounts of \$20,000,000 and a self-insured retention amount of \$1,250,000, funds for which are included in the City's budget to cover the entire retention amount as set forth on the certificate attached hereto as **Exhibit E.** The City shall maintain at least the same amount of insurance in effect for the longer of three (3) years after the Effective Date or for as long a period as is reasonable to cover the acts or omissions of any of its Service Providers or consultants before the Effective Date. In the event a claim is made against Erie as a result of Dental Clinic services provided by the City or any of its Service Providers before the Effective Date, it will notify the City so that the matter can be covered by the Service Provider's insurer or indemnified by the City. The City hereby represents, warrants and certifies to Erie that the Dental Clinic has no known medical liability losses for services provided at the Dental Clinic nor, to the best of its knowledge, have there historically been any such losses.

12. Termination of Transition of Services Prior to Effective Date. Prior to the Effective Date, this Agreement may be terminated, and Erie will have no obligation to provide the Services, upon mutual written consent of the Parties.

13. Authority. The Parties signing acknowledge that they have the authority from their Board of Directors to enter into this Agreement.

14. Notices. All notices shall be provided in writing and delivered personally, by overnight mail, or email to:

The City of Evanston
2100 Ridge Avenue
Evanston, Illinois 60201
Attn: City Manager

Erie Family Health Center, Inc.
1701 W. Superior
Chicago, Illinois 60622
Attn: President/Chief Executive Officer

c.c. to The City of Evanston
2100 Ridge Avenue
Evanston, Illinois 60201

c.c. to Lynn Gordon, J.D.
Ungaretti & Harris LLP
70 West Madison Suite 3500

Attn: Health Director

Chicago, Illinois 60602-4224
lgordon@uhlaw.com

15. **Changes, Modifications or Alterations.** No changes or modification of this Agreement shall be valid unless the same shall be in writing and signed by both Parties.

16. **Waiver.** A waiver of any provision of this Agreement must be in writing, and signed by the Parties hereto. The waiver by either Party of any provision of this Agreement or the failure of any Party to insist on the performance of any of the terms or conditions of this Agreement shall not operate as, nor be construed to be, a waiver or the relinquishment of any rights granted hereunder and the obligation of the Parties with respect thereto shall continue in full force and effect.

17. **Entire Agreement.** This Agreement, inclusive of all exhibits, constitutes the entire Agreement between the Parties with respect to the subject matter hereof. The Parties acknowledge that in entering into and executing this Agreement, they have relied solely upon the representations and promises contained in this Agreement. This Agreement supersedes all prior or contemporaneous representations and promises, whether written or oral, between the Parties with respect to the subject matter hereof.

18. **Governing Law.** This Agreement has been executed and delivered in, and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Illinois, without regard to its conflicts of law principles.

19. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed original, but all such counterparts together shall constitute one and the same instrument. Facsimile copies hereof shall be deemed to be originals.

IN WITNESS THEREOF, the Parties have caused this Transition of Services Agreement to be executed by their duly authorized officers.

The City of Evanston, Illinois

Erie Family Health Center, Inc.

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

EXHIBIT A

Programs and Services

EXHIBIT A

Programs and Services

Erie Family Health Center will provide comprehensive oral health care to the patients including preventive, oral health education, restorative, and emergency dental services.

Specifically these services will include: preventive services (e.g. fluoride treatments, sealants and space maintainers), restorative services (e.g. fillings and crowns), prosthodontic services (e.g. restore missing teeth and partials), endodontic services (root canals), emergency and periodontal services and oral cancer screening.

A new patient's oral health care needs are assessed, a treatment plan is established at their first visit and patients are scheduled to come in to complete the plan. Once the treatment plan is completed, Patients are scheduled for routine preventive visits based on their specific needs, every 3 months, 4 months, or 6 months.

Dentists examine, evaluate, treat and/or recommend dental treatment for registered patients of Erie's dental clinics. They will refer patients to specialty care when appropriate, including oral surgery.

EXHIBIT B

Leased Space

[attached]

**LEASE AGREEMENT BETWEEN
THE CITY OF EVANSTON
AND
ERIE FAMILY HEALTH CENTER**

This **Lease Agreement** is made and entered into between the **City of Evanston**, with primary offices located at 2100 Ridge Avenue, Evanston, Illinois 60201, and the **Erie Family Health Center**, with primary offices located at 1701 W. Superior St. 3rd Fl., Chicago, Illinois 60622, (collectively referred to as the "Parties") to outline the Parties' respective intentions in a professional lease agreement.

TERM OF LEASE

September 1, 2012 through December 31, 2013

TERM RENT

\$1.00/ Year

LESSEE

Erie Family Health Center,
an Illinois not-for-profit corporation

LESSOR

City of Evanston,
an Illinois Municipal Corporation

LESSEE ADDRESS

1701 W. Superior St. 3rd FL
Chicago, Illinois 60622

LESSOR ADDRESS

2100 Ridge Avenue
Evanston, Illinois 60201

LOCATION OF PREMISES:

2100 Ridge Avenue, Evanston, Illinois. The ground level of the building in its entirety, except current offices of the Evanston Health Department expressly not including all current occupied offices.

PUPOSE:

To operate the premises as a Federally Qualified Health Center ("FQHC") consistent with the provisions of operations of a FQHC.

IN CONSIDERATION of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the portion of the building described above (the "Building"), for the above term.

1. Lessee shall pay Lessor or Lessor's agent as rent for the Leased Property the sum stated above on the annual anniversary date of this lease execution, stated above, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing. It is the intention of the parties that the above rent shall be paid to the Lessor absolutely NET (see Section 7).
2. To the best of its knowledge, Lessee has received the Building in good order and repair, and acknowledges that no representations as to the condition and repair of the Building have been made by Lessor or its agent prior to or at the execution

of this lease that are not herein expressed. Lessee will keep the Building in good repair, and upon the termination of this lease, in any way, will yield up the Building to Lessor, in the same condition and repair, damage or loss by fire and other casualties and ordinary wear excepted, and will deliver the keys therefore at the place of payment of said rent; provided, however, that in the event Lessee cancels this lease pursuant to Section 8 hereof, Lessee shall not be required to make repairs in connection with yielding up the Building to Lessor. The Lessor will keep the exterior grounds including the sidewalk in a clean and healthful condition during the term of this lease at Lessor's expense.

3. Lessee shall not allow the Building to be used for any purpose other than that hereinabove specified, sublet the Building or Leased Property or any part thereof without in each case the prior written consent of Lessor; provided, however, that Lessor's consent shall not be unreasonably denied or delayed. Lessee shall not voluntarily permit any transfer by operation of law of any interest in the Leased Property and shall not permit the Leased Property to be used for any unlawful purpose or for any purpose that would unduly increase the hazard of fire to the Building. Lessee shall not allow any signs, cards or placards to be placed or posed on the exterior of the Building, except signs identifying Lessee's operations and such other signs, cards or placards as Lessor may approve in writing. Lessee shall not make any structural alterations of or additions to the Building except with Lessor's written consent, and all alterations and additions (except trade fixtures of Lessee) shall remain for the benefit of Lessor unless otherwise provided in the consent aforesaid.
4. Lessee shall not permit any mechanic's lien or liens to be placed upon the Building during the term hereof, and in the event of the filing of any such lien Lessee will promptly pay same, provided that in the case any such lien or liens are filed Lessee may bond such lien or liens, provide title insurance coverage against such lien or liens, or provide other security to Lessor during a good faith contest of the same. If default in payment thereof shall continue for thirty (30) days after written notice thereof from Lessor to the Lessee, and Lessee has not bonded, provided title insurance coverage or provided other security, the Lessor shall have the right and privilege at Lessor's option of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional indebtedness hereunder due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of a bill therefor.
5. Lessee shall, during the entire term hereof, keep in full force and effect a Comprehensive General Liability policy with respect to the leased premises and the business operated by Lessee in the leased premises, in which bodily injury limits shall be not less than \$2 million aggregate per person and per accident, and in which the property damage limits shall not be less than \$500,000.

Lessee shall furnish copies of the certificate of Insurance with the Lessor/owner named as an additional insured with an insurance company acceptable to the Lessor/owner at the commencement of the lease and each year thereafter of the insurance term. Lessee shall furnish, where requested, a certified copy of the policy(s) to the Lessor. The policy(s) shall provide, in the event the insurance should be changed or cancelled, such change or cancellation shall not be effective until thirty (30) days after the Lessor has received written notice from the insurance company(s). An insurance company having less than a B+ Policy holder's Rating by the Alfred M. Best Company will not be considered acceptable.

6. Lessor shall not be liable for any damage occasioned by failure to keep the premises in repair, nor for any damage done or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or sewage or the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above, upon or about the Building, nor for any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, trap door or otherwise, nor for any damages arising from acts or neglect of any owners or occupants of adjacent or contiguous property. The Lessee shall be liable for all other damage to the Building whether caused by Lessee or any known or unknown third parties.
7. Lessor and Lessee agree that this is an absolutely NET LEASE in that the Lessee shall pay the costs of all maintenance and repairs and all operating expenses.
8. Except as provided in Section 2 hereof, the Lessee covenants throughout the terms of the lease, at its sole cost and expense to take good care of the Building and all fixtures located therein, and to keep the same in good order and condition, except only for wear and tear incident to the ordinary use of the Building for the purposes permitted in this lease, and shall, subject to said exception, promptly at the Lessee's own cost and expense make all necessary repairs, interior and exterior, structural and nonstructural, ordinary as well as extraordinary, foreseen as well as unforeseen. When used in this Section, the term "repairs" shall include replacements or renewals when necessary, and all such repairs made by the Lessee shall to the extent feasible be equal in quality to the original work. In a lease year in which the cost of a repair or repairs which are necessary in Lessee's reasonable judgment exceeds or would exceed, in the aggregate, \$25,000 the Lessee may, at its option, cancel the lease upon at least 120 days written notice of such intent to cancel.
9. Lessee will allow Lessor free access to the premises for the purpose of examining or exhibiting the same, and will allow to have placed upon the premises at all times notice for "For Sale" and "To Rent", and will not interfere with the same.

10. Lessee shall, at the termination of this lease by lapse of time or otherwise, yield up immediate possession to Lessor, and failing so to do, will pay as liquidated damages, for the whole time such possession is withheld, the sum of Two Hundred Dollars (\$200.00) per day; but the provisions of this Section shall not be held as a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall the receipt of said rent or any part hereof, or any other act in apparent affirmation of tenancy, operate as a waiver of the right to forfeit this lease and the term hereby granted for the period still unexpired, for a breach of any of the covenants herein.
11. There shall not be allowed, kept or used in the Building any flammable or explosive liquids or materials except such as may be necessary for use or customary in the operations of the Lessee, and in such case any such substances shall be delivered and stored in amount, and used, in accordance with the rules of the applicable Board of Underwriters and statutes and ordinances now or hereafter in force.
12. If default be made in the payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept by the Lessee, then after 30 days written notice it shall be lawful for Lessor at any time thereafter at its election, to declare said term ended, and to re-enter the Building or leased premises or any part thereof, and to remove Lessee, or any persons occupying the same, without prejudice to any remedies which might otherwise be used for arrears of rent. Notwithstanding the foregoing in the event Lessee shall breach or fail to observe any covenant herein contained and such breach or failure cannot in the exercise of reasonable diligence be cured within said 60 day period then Lessee shall not be in default hereunder as a result thereof if it commences a cure within said period and prosecutes such cure to completion.
13. Lessor's rights and remedies hereunder shall be subject to all ordinances of the City of Evanston and other governmental bodies having jurisdiction over the Building governing landlord-tenant relations.
14. In case the Building shall be rendered substantially untenable by fire or other casualty, and is not rendered tenantable within sixty (60) days thereafter, either Lessor or Lessee may, at its option, terminate this lease within seventy (70) days of the casualty by written notice to the other. If this lease is terminated as provided above, then the termination shall be effective as of the date of the casualty. If this lease is not terminated after such a casualty, rent shall abate on a ratable basis for the period until the repair and restoration work is completed.
15. Lessee will pay and discharge all reasonable costs, attorney's fees and expenses that may be incurred by Lessor in enforcing the covenants and agreements of this lease arising from Lessee's failure to perform any of its obligations hereunder, and Lessor will pay and discharge any such costs incurred by Lessee

for failure of Lessor to perform its obligations hereunder, and this lease and all covenants and agreements herein shall be binding upon, apply, and inure to their respective heirs, executors, successors, and administrators.

16. Lessee at its own expense shall provide garbage and refuse containers. Such containers and location of same must be approved by the Lessor.
17. Lessor shall provide routine housekeeping services to the Building.
18. Lessee shall have the privilege of conducting special events on the adjoining grounds, providing that the special events do not conflict with other City authorized or sponsored activities. Lessee shall exercise this privilege by submitting that written request to the Lessor at least three (3) business days prior to the date of the proposed special event.
19. 120 days prior to the termination of the term of this lease, Lessee shall provide written notice to the Lessor of its intention to negotiate a new lease.
20. No alcoholic beverages shall be served on the premises without the prior written consent of the Lessor.
21. Wherever in this lease Lessor's consent or approval is required on any matter, such consent or approval shall be granted or denied on a reasonable basis and with reasonable promptness.
22. As this lease constitutes recognition by Lessor of the unique programs, activities and resources of the Lessee, the Lessee may not assign this lease.
23. The Lessor or Lessee may terminate this lease upon three (3) months written notice to the other.
24. This lease is expressly conditioned upon Lessee maintaining its tax-exempt status. Lessee's failure to maintain said status constitutes, at Lessor's option, a material breach for which termination is the remedy. Upon written request, Lessee will provide Lessor evidence of its tax-exempt status. Lessee will give Lessor immediate written notice of any changes in Lessee's tax-exempt status.
25. All notices required or given hereunder shall be given in writing as follows:

To Lessor:

City Manager's Office
City of Evanston
2100 Ridge Avenue
Evanston, Illinois 60201

With a copy to:

Law Department
City of Evanston
2100 Ridge Avenue
Evanston, Illinois 60201

To Lessee:

Erie Family Health Center
Lee Francis, MD
President and CEO
1701 W. Superior St. 3rd FL
Chicago, Illinois 60622

26. The parties may amend this Lease by executing a written instrument of like formality.

Lessor: CITY OF EVANSTON, ILLINOIS, an Illinois municipal corporation

By: Wally Bobkiewicz
Name: WALLY BOBKIEWICZ
Title: CITY MANAGER
Date: 9/18/12

Approved as to form:
W. Grant Farrar
W. Grant Farrar
Corporation Counsel

Lessee: ERIE FAMILY HEALTH CENTER, an Illinois not-for-profit corporation

By: Lee Francis
Name: Lee Francis
Title: President & CEO
Date: 10/9/12

EXHIBIT C

Equipment

Evanston Children's Dental Clinic Inventory

Equipment

Amount	Item
2	Dental Chairs/Operatory
1	wall mounted x-ray machine
1	dental x-ray chair
1	autoclave
1	compressor
1	vacuum pump
1	peripro
1	ultrasonic cleaning system
1	scale
1	exam light

Furniture

Amount	Item
9	lab stools
2	built in work stations
1	reception desk
4	5 drawer file cabinet
2	x-ray storage cabinets
1	dental tool cabinet
1	small refrigerator
2	wardrobe storage cabinets
2	small bookcases

Instruments and supplies

Amount	Item
Approx. 50	hand pieces
	burs
	suction tips
	dental picks
	dental mirrors
	Amalgam setups
	Forceps
	pliers
	scalers
	prophy angels
	matrix bands
	bite blocks

EXHIBIT D

Assignment and Assumption of Medical Records

[attached]

ASSIGNMENT AND ASSUMPTION OF MEDICAL RECORDS AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF MEDICAL RECORDS AGREEMENT ("Assignment") is made and entered between Erie Family Health Center, Inc., an Illinois not for profit corporation ("Erie"), and The City of Evanston, Illinois (the "City") setting forth the agreement between them as of September 21, 2012.

WHEREAS, Erie and the City entered into a Transition of Services Agreement (the "Transition Agreement") for the City to transition the care of its current patients to Erie as the City is closing its Evanston Children's Dental Clinic as of October 21, 2012 (the "Dental Clinic"); and

WHEREAS, pursuant to the Transition Agreement, the City desires to make any and all Dental Clinic medical records including, as applicable, all paper and film-based medical records, electronic medical records and picture archiving and communications systems ("Medical Records") of patients who received services at the Dental Clinic prior to the Effective Date (as defined below) available to the patients or their legal representatives in accordance with Illinois and federal law after the Effective Date and Erie desires to store, maintain and administer the Medical Records after the Effective Date;

WHEREAS, the City will transfer all Medical Records in its possession including, as applicable, all paper and electronic medical records, including any records or portions thereof maintained on laptop computers or file servers owned by the City, to Erie, which will assume possession of all Medical Records on the Effective Date; and

WHEREAS, the City now agrees to assign to Erie the Medical Records and Erie agrees to assume such Medical Records, pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, intending to be legally bound hereby, the City and Erie hereby agree as follows:

1. **Assignment.** The City hereby assigns to Erie all of the City's right, title and interest in the obligations under and to the Medical Records. Each of the parties shall execute such documents and other instruments and perform such acts, as may be reasonably required or desirable to effect the provisions hereof and the transactions contemplated hereby. The effective date of Assignment shall be October 22, 2012 (the "Effective Date").
2. **Assumption.** Erie hereby assumes and agrees to perform all duties, responsibilities and obligations of the City with respect to the Medical Records that may arise or accrue on and after the date hereof.
3. **Representation and Warranties of the City.** The City represents and warrants to Erie the following: (a) this Assignment has been duly and properly authorized by all necessary action on the part of the City; and (b) this Assignment constitutes a valid and binding obligation of the City enforceable against the City in accordance with its terms.
4. **Representation and Warranties of Erie.** Erie represents and warrants to the

City the following: (a) this Assignment has been duly and properly authorized by all necessary corporate action on the part of Erie; (b) this Assignment constitutes a valid and binding obligation of Erie enforceable against it in accordance with its terms; and (c) Erie shall, to the extent permitted under applicable Illinois or federal law permit the City or its legal representatives to inspect, make and/or retain copies of such Medical Records as needed for (i) billing, reimbursement, and audit purposes and (ii) to enable the City to defend itself in any legal proceeding or investigation.

5. **Miscellaneous.** This Assignment embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the assignment of the Medical Records. This Assignment may not be amended or otherwise modified or waived except by an instrument in writing signed by the parties hereto. This Assignment shall be binding upon and inure to the benefit of the City and Erie and their respective successors and assigns. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Illinois, without regard to its conflicts of law provisions. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. The parties agree that a facsimile may be used as an original. Signatures provided by facsimile or in portable document format (pdf) or other electronic format shall be as binding as original signatures.

[Signature page follows,]

IN WITNESS WHEREOF, the City and Erie have caused this Assignment to be executed as of the dates below.

THE CITY OF EVANSTON, ILLINOIS

By: _____

Title: _____

Date: _____

ERIE FAMILY HEALTH CENTER, INC.

By: _____

Title: _____

Date: _____

EXHIBIT E

Certificate of Insurance

[attached]

