

RESOLUTION NO. 13-1

**A RESOLUTION REGARDING THE OFFERING OF NEW
HEALTHCARE SERVICES TO EMPLOYEES**

THE COUNTY OF SANGAMON, ILLINOIS

WHEREAS; The Sangamon County Board is dedicated to ensuring our employees receive the highest quality, most affordable and innovative health care; and,

WHEREAS, Sangamon County partnered with District 186 and issued a Request for Proposal seeking supplemental healthcare services at a lower cost and Memorial Health Systems responded with the most favorable proposal; and,

WHEREAS, a committee was formed to analyze each of the four proposals the County received, Memorial Health Systems' plan offered the greatest array of health services at the lowest cost; and,

WHEREAS, the plan is described in two documents: the "Master Services and Operating Agreement" and the "Statement of Work;" and,

WHEREAS, Attached hereto is the "Statement of Work" which details the terms and conditions of the plan. The accompanying "Master Service Agreement" which highlights additional provisions of the plan was voted on and adopted by the board in April 9th, 2018.

NOW, THEREFORE BE IT RESOLVED by the Board the County of Sangamon, Sangamon County, Illinois, adopts the attached "Statement of Work" between Memorial Medical Center, Memorial Health Partners and Sangamon County marked "Exhibit A", effective May 8th, 2018.



County Board Chairman

RECEIVED
2660

MAY 04 2018

Andy Goleman
SANGAMON COUNTY AUDITOR

FILED

MAY 04 2018



Sangamon County Clerk

Finance Committee

_____, Chairman

_____, Member

_____, Member

_____, Member

_____, Member

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_____, Member

_____, Member

_____, Member

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_____, Member

**STATEMENT OF WORK TO
NEAR-SITE HEALTH CENTER
MASTER SERVICES AND OPERATING AGREEMENT**

THIS STATEMENT OF WORK is entered into as of the Effective Date in the Master Services Agreement (the “Effective Date”) by and between **MEMORIAL MEDICAL CENTER, an Illinois not for profit corporation**, and **MEMORIAL HEALTH PARTNERS, L.L.C.**, an Illinois limited liability corporation (collectively “Memorial”) and the **COUNTY OF SANGAMON**, (individually “County”) and **SPRINGFIELD SCHOOL DISTRICT 186**, (individually, the “District”) and (collectively, the “County/District”).

Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Master Services Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual benefits, covenants, and agreements set forth below, the parties hereby agree as follows:

ARTICLE I.

CENTER AND TERM

Section 1.01. Establishment of Center. Memorial has established Centers in Springfield, IL and its surrounding area, which Memorial will operate and for which Memorial will be the exclusive provider of services. Centers are described in Exhibit 1.01.

Section 1.02. Term. The term of this Statement of Work shall be three (3) years from the Effective Date (except as modified by the Addendum attached hereto and made of part hereto reference Sangamon County Term), unless earlier terminated as provided in Article VIII of the Master Services Agreement (“Initial Term”). The Initial Term shall be renewed automatically for one (1) year terms (“Renewal Term”) unless terminated as provided in Article VIII of the Master Services Agreement.

ARTICLE II.

CENTER EMPLOYMENT MATTERS

Section 2.01. Center.

- (a) To the knowledge of Memorial, no Memorial Medical Professional working in the Center (i) has had his or her license in any state suspended, revoked or restricted; (ii) has been reprimanded, sanctioned or disciplined by any licensing board or state or local medical society or specialty board; or (iii) has been excluded from participation in, or sanctioned by, any state or federal health care program, including, but not limited to, Medicare.

Section 2.02. Accountability.

- (a) Memorial will be available for quarterly face-to-face meetings with County and District's management and staff. Memorial will provide the County and District with a dedicated account team. The proprietary population health software and electronic health record will provide monthly reports on progress, including utilization statistics, PMPM (per member per month) medical expenses by category, engagement rates, visit rates and estimated ROI (return on investment) provided that Memorial is able to obtain the necessary data from County and District.
- (b) Memorial will conduct ongoing patient satisfaction surveys, which surveys Memorial shall compile and report monthly to County and District and share with Center staff on a quarterly basis.
- (c) Memorial offers Performance Guarantees as outlined in Exhibit 2.02(c).

ARTICLE III.

SERVICES

Section 3.01. Services to be Provided by Memorial.

- (a) Services.
 - (i) Memorial shall cause the appropriate Memorial Staff to provide the Professional Services set forth in Exhibit Section 3.01(a) hereto; and
 - (ii) Memorial shall coordinate ancillary services such as pharmacy services, laboratory services and imaging.
- (b) Shared Savings. Memorial shall provide the Shared Savings set forth in Exhibit 3.01(b) hereto.

ARTICLE IV.

DATA, HEALTH INFORMATION SYSTEMS AND REPORTING

Section 4.01. County and District Data Responsibilities.

- (a) Benefit Eligibility File – County and District will provide Memorial a file in a standard template that is generated on an agreed upon and pre-defined schedule that lists all Attributed Members, including dependents, receiving health

insurance through County or District's self-funded health benefit plan. The Benefit Eligibility File will contain the following fields:

- I. First Name
- II. Last Name
- III. Date of Birth
- IV. Address1
- V. Address2
- VI. City
- VII. State
- VIII. Zip
- IX. Home Phone
- X. E-mail
- XI. Gender
- XII. Member ID
- XIII. Enrollment Date
- XIV. Adjustment Date
- XV. Termination Date (if applicable)
- XVI. Benefit Plan
- XVII. PCP Copay (if available)
- XVIII. Specialist Copay (if available)

- (b) Claims Summary Data File. County and District shall provide to Memorial on a quarterly basis a Claims Summary Data File on a template provided by Memorial and in a delivery method as determined acceptable by Memorial.
- (c) Process for Ensuring Protection of Protected Health Information. Memorial shall enter into an agreement with the broker for the County and District to provide the Benefit Eligibility File and Claims Summary Data File for Attributed Members. In order to ensure only Attributed Members are provided in the initial Benefit Eligibility File and Claims Summary Data File, the broker for the County and District shall only provide membership identification numbers and no protected

health information to Memorial. Memorial will run those membership identification against its current patient population and only earmark Attributed Members as those patient that have selected a Memorial Medical Professional in the last three (3) years. For all future Benefit Eligibility Files and Claims Summary Data Files will be determined based upon Memorial Identification Card defined under Section 5.02.

Section 4.02. Health Information Systems. Memorial will provide the following health information systems functions and tools:

- (i) Production of monthly utilization, quality, financial and operational data and trends;
- (ii) A dashboard summarizing pertinent health service data as per current Memorial reporting processes; and
- (iii) The capability for Beneficiaries to correspond via secure electronic messaging with the appropriate Memorial Staff.

Section 4.03. Reporting and Reconciliation.

- (a) Standard monthly reporting of Center health service data will occur no later than fifteen (15) days from the end of the month or as otherwise mutually agreed upon by the parties and will be aligned with County and District's fiscal years; provided such data is timely provided by County and District. Such reporting shall be in a format similar to Exhibit 3.01(e) of this Statement of Work.
- (b) Standard quarterly reporting of Center health service data will occur no later than thirty (30) days after the end of the quarter or as otherwise mutually agreed upon by the parties and will be aligned with County and District's fiscal years. Such reporting shall be in a format similar to Exhibit 3.01(e) of this Statement of Work.
- (c) For compensation in this Statement of Work, Memorial shall prepare and provide to County and District within ninety (90) days after the anniversary of the County and District's plan years, a reconciliation report that identifies the Attributed Members and provides an accounting for the fixed compensation and the actual calculations for the shared savings compensation.

ARTICLE V.

PUBLICITY AND MARKETING

Section 5.01. Marketing of Center. In collaboration with County and District, Memorial will initiate a multi-pronged marketing campaign to encourage Beneficiaries to take advantage of the services offered by the Centers, especially preventative and wellness services. County and District shall make available to Memorial all appropriate communication channels, that are mutually agreed upon between the parties, to reasonably assure wide distribution and delivery of

marketing materials. County and District shall commit to ensuring key marketing and communication leaders attend at least four (4) meetings a year, at least one (1) hour in length, with Memorial for the development and deployment of marketing materials. County and District shall make every reasonable effort available to promote Memorial, Centers, and the wellness activities provided. All such marketing of Beneficiaries shall be in accordance with the Health Information Patient Privacy and Affordability Act and its promulgated rules.

Section 5.02. Memorial Identification Card. County and District shall provide Memorial with all necessary information and assistance to produce, distribute, promote and reasonably assure delivery of the Memorial Identification Card (a separate identification card that imbues County and District members and/or dependents with the specific benefits described in Exhibit 3.01(a)) at the beginning of each plan year and upon commencement of this Master Services Agreement.

ARTICLE VI.

MISCELLANEOUS TERMS

Section 6.01. Incorporation of Miscellaneous Terms. All of the terms and provisions of the Master Services Agreement are hereby incorporated herein by this reference.

Section 6.02. Dispute Resolution. In the event that County or District (including its subcontractors or other third parties under County or District's control) fails to perform its responsibilities, or is delayed in the performance of its responsibilities, set forth in this Statement of Work, including any Exhibits and Schedules hereto, and/or the Master Services Agreement, including any Exhibits and Schedules thereto (a "County or District Deficiency"), Memorial shall provide County or District with written notice of such County or District Deficiency and County and/or District and Memorial shall meet to discuss how to resolve, or mitigate the impact of, the County or District Deficiency. In the event that the County and/or District Deficiency is not resolved or the impact of the County or District Deficiency is not mitigated, and the County or District Deficiency results in a failure of Memorial to perform, or results in a delay by Memorial in the performance of, the responsibilities of Memorial, County or District shall excuse Memorial's failure to perform or delay in performance.

In the event that Memorial (including its subcontractors or other third parties under Memorial's control) fails to perform its responsibilities, or is delayed in the performance of its responsibilities, set forth in this Statement of Work, including any Exhibits and Schedules hereto, and/or the Master Services Agreement, including any Exhibits and Schedules thereto (a "Memorial Deficiency"), County and/or District shall provide Memorial with written notice of such Memorial Deficiency and County or District and Memorial shall meet to discuss how to resolve, or mitigate the impact of, the Memorial Deficiency. In the event that the Memorial Deficiency is not resolved or the impact of the Memorial Deficiency is not mitigated, and the Memorial Deficiency results in a failure of County or District to perform, or results in a delay by County or District in the performance of, the responsibilities of County or District, Memorial shall excuse County or District's failure to perform or delay in performance.

ARTICLE VII.

COMPENSATION

Section 7.01. Fixed Compensation. County and District shall provide the following compensation to Memorial, thirty (30) days after their respective plan years' and annually, on the anniversary date of their respective plan years' thereafter, in a manner and form determined by Memorial. Compensation shall be paid by the County and District in accordance with the percentages attributed to the County and the District based upon Attributed Members to the County and the District. Such attribution should be reviewed and adjusted, if necessary, as of each June 1st hereunder commencing June 1st, 2019. For Year 1 the Attributed Membership for the County is 24.7% and for the District is 75.3%. The compensation shall be the following on an annual basis and pursuant to the performance guarantees identified in Exhibit 2.02 (c):

- (a) Year 1: FOUR HUNDRED SEVENTY THOUSAND DOLLARS (\$470,000.00).
 - (i) County contribution based upon 24.7% Attributed Membership – ONE HUNDRED SIXTEEN THOUSAND AND ONE HUNDRED ELEVEN DOLLARS (\$116,111).
 - (ii) District contribution based upon 75.3% Attributed Membership – THREE HUNDRED FIFTY THREE THOUSAND AND EIGHT HUNDRED EIGHTY NINE DOLLARS (\$353,889).
- (b) Year 2: FOUR HUNDRED EIGHTY ONE THOUSAND DOLLARS (\$481,000.00). Compensation percentages for the County and the District to be determined based upon Attributed Membership.
- (c) Year 3: FOUR HUNDRED NINETY TWO THOUSAND DOLLARS (\$492,000.00). Compensation percentages for the County and the District to be determined based upon Attributed Membership.

Section 7.02. Shared Savings Compensation. Memorial and County and District shall share in compensation as defined in Exhibit 3.01(b).

Exhibit 1.01

Centers

Memorial shall provide access and services via eight (8) existing sites of care at Memorial Physician Services and Memorial ExpressCare with existing hours of operation:

- Memorial Physician Services & Memorial ExpressCare - Koke Mill
 - 3132 Old Jacksonville Road
Springfield, IL 62704
- Memorial Physician Services & Memorial ExpressCare - North Dirksen
 - 3220 Atlanta St.
Springfield, IL 62707
- Memorial Physician Services & Memorial ExpressCare - South Sixth
 - 2950 S. Sixth St.
Springfield, IL 62703
- Memorial Physician Services & Memorial ExpressCare - Chatham
 - 101 E. Plummer
Chatham, IL 62629
- Memorial Physician Services - Lincoln
 - 515 N. College St.
Lincoln, IL 62656
- Memorial Physician Services - Jacksonville
 - 15 Founders Lane, Suite 100
Jacksonville, IL 62650
- Memorial Physician Services - Petersburg
 - 1 Centre Drive
Petersburg, IL 62675
- Memorial Physician Services - MacArthur Walk-In Clinic
 - Located inside Hy-Vee
2115 S. MacArthur Blvd.
Springfield, IL 62704

Clinic office hours are 8 a.m.–5 p.m. Monday through Friday. ExpressCare hours are 8 a.m.–8 p.m. Monday through Sunday. Memorial will consult with the County and District to ensure services are provided at these Centers for free to members and at no cost to the health plan when members present both their health insurance identification card and their Memorial Identification Card (a separate identification card that imbues the County and District members and/or dependents with the specific benefits described in Exhibit 3.01(a)). These services include the most

common primary care and urgent care services, including wellness, prevention, sick visits, select in-office procedures, select labs and basic X-ray. There will be \$0 charged to members of the County and District for services provided at Centers.

Exhibit 2.02(c)

Performance Guarantees

1. Memorial shall provide to the County and District the following performance guarantees. If Memorial does not meet these guarantees, monetary penalties of FIFTY THOUSAND DOLLARS (\$50,000.00), per guarantee, will be awarded to the County/District, based upon the percentages identified in Article VII of this Statement of Work for each plan year.

(a) Generic pharmacy utilization will be > 85% for the plan year for Beneficiaries. This performance guarantee will be evaluated for the County and District separately.

(b) All primary care Centers will maintain Patient-Centered Medical Home Accreditation by the National Committee for Quality Assurance.

(c) Overall patient satisfaction (not specific to County/District groups) at four of five primary care Centers will be above the median of the national compare group for at least one (1), six (6) month period of the plan year, as measured by the CAHPS® Clinician & Group Survey (CG-CAHPS), which assesses patients' experiences with healthcare providers and staff in doctors' offices.

(d) Diabetic care measures as defined by The Healthcare Effectiveness Data and Information Set (A1c control, nephropathy attention, foot exam, blood pressure control) will be above the median of the national compare group for the plan year measured. This performance guarantee will be evaluated for the County and District separately.

2. County and/or District are guaranteed savings of 20% off the projected cost of medical services listed in Exhibit 3.01(c) and completed at one of the Centers based upon historical reimbursement rate, projected utilization, and the assumption that 75% of the County and/or District Attributed Members. This 20% guaranteed savings has been projected and accounted for in the fixed compensation fee charged to County and/or District. Within 90 days following the end of a plan year, Memorial will calculate the projected cost of medical services based on actual utilization from the previous plan year and multiple the result by 80% to arrive at the actual cost for the medical services listed in Exhibit 3.01(c) and completed at one of the Centers during that period of time. Memorial will then compare the actual cost to the amount incorporated as part of the fixed compensation fee charged to County and/or District for that year. Should the actual cost be less than the projected cost originally charged, Memorial will repay County and/or District the difference.

Exhibit 3.01(a)

Services

The following shall be provided by Memorial Staff to County and District Beneficiaries who have designated Memorial Medical Staff Providers as primary care providers, at no cost, when they utilize any of the Centers:

- Primary Care/Preventative Medicine – as defined in Exhibit 3.01(c)
- Nurse Concierge with Guaranteed appointments to a Memorial Medical Staff Providers within 24 Hours
- Care Coordination and Disease Management
- Data Analytics
- Reporting
- Immunizations
- Basic diagnostic testing (e.g. electrocardiograms, peak flow)
- Basic X-rays

The following services will be provided by Memorial and available to all County and District beneficiaries at no cost. All County and District Beneficiaries shall have access to all contract services if in the medical judgement of the medical care provider at the time of service the services fall within the standard of practice for the care setting and are prescribed at that time:

- Virtual Care
- Nurse Concierge facilitating appointments with Memorial Medical Staff Providers
- Urgent Care Services – as defined in Exhibit 3.01(c)
 - Basic X-rays performed as part of an Urgent Care Visit
 - Basic diagnostic testing (e.g. electrocardiograms, peak flow) performed as part of an Urgent Care Visit
- Health Risk Assessments
- Biometrics
- Wellness

Exhibit 3.01(b)

Shared Savings Program

1. There are two components to the Shared Savings Program. Any shared savings achieved shall be payable to Memorial sixty (60) days after the end of the plan year. The County and District each shall be eligible for the Shared Savings Program based upon their Attributed Membership. The Shared Savings Program shall be applicable to the County and District based upon their plan year.

(a) Reduction in Total Cost of Care. If County and District's Net Paid Claims PMPM at the end the plan year are more than 3% below the Projected Budget PMPM set for the County and District, any savings in excess of 3% will be shared 50/50 between County and District and Memorial. If the Net Paid Claims PMPM for the plan year are less than 3% below the Projected Budget PMPM established for that plan year, no payments shall be made to Memorial. If Net Paid Claims PMPM for the plan year are greater than 3% below the Projected Budget PMPM, payment for Memorial should be calculated by the following:

$$[97\% * (\text{Projected Budget PMPM}) - \text{Net Paid Claims PMPM}] * 0.5 * \text{Member Months for Plan Year} = \text{Payment to Memorial}$$

In order to be eligible for shared savings, Memorial must demonstrate the following:

(i) ED visits per 1000 members per year must be less than or equal to 190.0 for the plan year

(ii) Inpatient admissions per 1000 members per year must be less than or equal to 58.0 for the plan year

(b) Hospital Rebate. At the end of each plan year Memorial will rebate 5% of the Total Hospital Spend, based upon the County and District's member's establishing and utilizing the services provided by the Centers. For the avoidance of doubt, this shared saving does not require use of Memorial hospital facilities. The County and District's achievement of this Hospital Rebate will be determined each year by the following:

Year 1: 5% rebate is guaranteed if County or District agrees to add language promoting the Centers on enrollment websites, annual enrollment materials and benefits booklets.

Year 2: In order to achieve the 5% rebate, total Attributed Membership to a Memorial Staff must be 10% above the initial Attributed Membership as determined by the initial Claim Summary Data File as procured at the beginning of Year 1. The percent rebate will be determined based on the following table:

Year 2 Actual % increase in Attributed	% of Hospital Rebate Earned
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Membership over Year 1	
2% or less	0%
2.1 – 4%	1%
4.1 – 6%	2%
6.1 – 8%	3%
8.1 – 9.9%	4%
10% or greater	5%

Year 3: In order to achieve the rebate, total Attributed Membership to a Memorial Staff must be above the initial Attributed Membership as determined by the initial Claim Summary Data File as procured at the beginning of Year 1.

Year 3 Actual % increase in Attributed Membership over Year 1	% of Hospital Rebate Earned
4% or less	0%
4.1 – 8%	1%
8.1 – 12%	2%
12.1 – 16%	3%
16.1 – 19.9%	4%
20% or greater	5%

2. Definitions.

Attributed Membership. A patient who has voluntarily chosen Memorial Staff Provider for primary care services rendered at Centers as evidenced by the Claims Summary Data File.

Net Paid Claims PMPM. Inclusive of medical claims, drug claims, and large claims on a per member per month basis calculated based on actual experience for the plan year for claims received by the last business day of the fourth month following the close of the plan year.

Projected Budget PMPM. Greater of the actuarially projected Net Paid Claims on a per member per month basis (inclusive of medical claims, drug claims, and large claims, for the plan year as provided by the County and District’s third party administrator during plan renewal) and the actual Net Paid Claims on a per member per month basis of the previous plan year (inclusive of medical claims, drug claims, and large Claims). The actuarially Projected Budget PMPM shall be obtained by the County and District’s third party administrator. In the event that the parties do not agree with the actuarially projections provided by the County and District’s third party administrator, the parties shall hire an independent third party appraiser at the expense of Memorial to make sure projections are accurate.

Total Hospital Spend. Total facility inpatient claims plus total facility outpatient claims that occurred at Memorial Medical Center for that plan year.

3, SAMPLE ILLUSTRATION AND CALULATION. See Exhibit 3.01(d) of the Statement of Work.

Exhibit 3.01(c)

Urgent Care Services, Primary Care Services and Preventative Medicine CPT Listing

1. The Following List of CPT © Codes will be available to Beneficiaries who utilize the Centers at no charge to the Beneficiary of the County and District’s health plan when a member properly presents to the Center the member’s health insurance identification card and the member’s Memorial Identification Card. All services shall be contractually provided based upon the medical judgement of the provider and the standard of practice for the care setting.

Wellness Procedure Codes	Descriptions
Immunizations	
90460 – 90461, 90471, 90472, 90474	Immunization Administration
90632, 90633	Hepatitis A
90636	HepA-HepB adult
90733 – 90734	Meningococcal
90647, 90648	Hib
90649, 90651	HPV quadrivalent 3 does ages 9 – 26 HPV bivalent 3 dose ages 9 – 26
90630, 90658, 90661, 90662, 90673, 90685 – 90688, Q2038	Influenza
90670, 90732	Pneumococcal
90680 – 90681	Rotavirus
90696	DTaP-IPV ages 4-6
90698	DTaP-Hib-IPV
90700	DTaP < 7 years
90707	Measles, mumps, and rubella (MMR)
90710	Measles, mumps, rubella and varicella (MMRV)
90713	Poliovirus (IPV)
90714	Td 7 years and older
90715	Tdap 7 years and older
90716	Varicella (VZV) – chicken pox
90723	DTap-HepB-IPV
90736	Herpes Zoster (shingles) ages 60 and older
90744, 90746	Hepatitis B
G0008	Administration of influenza virus vaccine
Cholesterol	
80061	Lipid profile
82465	Cholesterol
83718	Lipoprotein, direct measurement; high-density cholesterol (HDL cholesterol)

83721	Lipoprotein, direct measurement; LDL cholesterol
84478	Triglycerides
Diabetes	
82947	Glucose (fasting blood sugar)
82951	Glucose, tolerance test
83036	Hemoglobin A1c
HIV	
86703	Antibody, HIV-1 and HIV-2, single assay
Sexually Transmitted Disease	
86592	Syphilis test
87491	Chlamydia
87591	Gonorrhea
87624, 87625	Papillomavirus (HPV)
Women's Health	
G0101	Cervical or vaginal cancer screening, pelvic and breast exam
88141, 88142, 88175	Cytopathology, cervical or vaginal
Women's Health – Obstetric Exams and Screening with Maternity Diagnosis	
81000-81002	Urinalysis
83540	Iron
85007, 85009	Differential WBC count
85025, 85027	Automated Hemogram
87086, 87088	Urine culture/colony count; urine bacteria
Smoking Cessation	
99406, 99407	Smoking and tobacco use cessation counseling visit
Miscellaneous	
80048	Basic metabolic panel
80053	Comprehensive metabolic panel
G0444	Annual depression screening; 15 minutes
99420	Administration and interpretation of health risk assessment instrument (e.g., health hazard appraisal)
96110	Developmental Testing

Visit Procedure Codes	Descriptions
Preventative Care Visit Exams	
99381 – 99386, 99391 – 99397	Preventive medicine services
99404	Preventive counseling
Office Visit Exams	
93005	Electrocardiogram
96127	Brief emotional/behavioral assessment
99205	Office Visit, New Patient
99201 – 99204, 99212 – 99215	Office Visit, Evaluation and Management
Imaging	

71020	Radiologic Exam; chest, 2 views
Office Based Procedures	
12001, 12002, 12011	Repair and Closure
36415	Venipuncture
36416	Capillary Blood Draw
Office Based Labs	
80050	General Health Panel
81003	Urinalysis
81025	Urine Pregnancy Test
82043	Albumin; urine or other source
82270, 82272	Blood, occult
82306	Vitamin D Assay
83036	Hemoglobin A1c
87651	Streptococcus, Group A Assay
87880	Streptococcus, Group B Assay

Exhibit 3.01(d)

Sample Calculations for COUNTY OF SANGAMON

Shared Savings Calculation

For Illustration Purposes Only

Reductions in Total Cost of Care

Projected Plan Year Budget

Projected Budget Plan Year Net Paid Claims	\$10,730,079
Total Member Months	12,098
Projected Budgeted Plan Year PMPM	\$886.93

Actual Plan Year Net Paid Claims

Actual Net Paid Claims	\$10,120,340
Total Member Months	12,098
Actuals Net Paid Claims Plan Year PMPM	\$836.53

Shared Savings Threshold

Shared Savings Threshold @ 3% of Projected Budget PMPM	\$860.32	
<i>Variance from Projected Budgeted Plan Year PMPM</i>		\$26.61
Actual Net Paid Claims Plan Year PMPM	\$836.53	
<i>Variance from Shared Savings Threshold @ 3% of Projected Budgeted PMPM</i>		\$23.79
Was Shared Savings Threshold Met?	Yes	

MHP Shared Savings Threshold

	<u>Target</u>	<u>Actual</u>
1. Emergency Department visits per 1,000 less than Target:	190.0	187.0
2. Inpatient Admissions per 1,000 less than Target:	58.0	50

MHP/Client Shared Savings Calculations

MHP Shared Savings = \$23.79 X 50% X 12,098 =	\$143,918
Client Shared Savings = (\$26.61 X 12,098) + (\$23.79 X 50% 12,098) =	\$465,821

Shared Savings payable to MHP approximately 60 days after the end of the Plan Year, but no later than April 1st after the Plan Year.

Exhibit 3.01(d)

Sample Calculations for COUNTY OF SANGAMON

Hospital Rebate Calculation

For Illustration Purposes Only

Hospital Rebate

Rebate Potential: 5% Rebate on Total Memorial Medical Center Allowed Amount

Year 1:

Threshold: 5% rebate guaranteed if Client agrees to add language promoting Memorial on enrollment websites, annual enrollment materials and benefits booklets.

Calculation: Total Memorial Medical Center Allowed Amount: \$2,125,000
5% guaranteed rebate for client (Allowed Amount X 5%) = \$106,250

Year 2:

Threshold: In order to achieve the rebate, total Attributed Membership to a Memorial Staff must be above the initial Attributed Membership as determined by the initial Claim Summary Data File as procured in Year 1. The percent rebate will be determined based on the following table:

Rate:	% of Hospital Rebate Earned
2% or Less	0% Rebate
2.1 – 4%	1% Rebate
4.1 – 6%	2% Rebate
6.1 - 8%	3% Rebate
8.1 – 9.9%	4% Rebate
10% or Greater	5% Rebate

Calculation Total Memorial Medical Center Allowed Amount: \$2,125,000
Total Year 1 Attributed Membership to Memorial Staff: 50%
Total Year 2 Attributed Membership to Memorial Staff: 60%
Percent (%) Increase, Attributed Membership, Year 2 to Year 1: 20%
Rebate (Allowed Amount X Tiered Rebate Amount) = \$106,250

Exhibit 3.01(d)

Sample Calculations for COUNTY OF SANGAMON

Hospital Rebate Calculation (Continued)

For Illustration Purposes Only

Year 3:

Threshold: In order to achieve the rebate, total Attributed Membership to a Memorial Staff must be above the initial Attributed Membership as determined by the initial Claim Summary Data File as procured in Year 1. The percent rebate will be determined based on the following table:

Rate:	% of Hospital Rebate Earned
4% or Less	0% Rebate
4.1 – 8%	1% Rebate
8.1 – 12%	2% Rebate
12.1 - 16%	3% Rebate
16.1 – 19.9%	4% Rebate
20% or Greater	5% Rebate

Calculation	Total Memorial Medical Center Allowed Amount:	\$2,125,000
	Total Year 2 Attributed Membership to Memorial Staff:	60%
	Total Year 3 Attributed Membership to Memorial Staff:	75%
	Percent (%) Increase, Attributed Membership, Year 3 to Year 2:	20%
	Rebate (Allowed Amount X Tiered Rebate Amount) =	\$106,250

Exhibit 3.01(d)

Sample Calculations for SCHOOL DISTRICT 186

Shared Savings Calculation

For Illustration Purposes Only

Reductions in Total Cost of Care

Projected Plan Year Budget

Projected Budget Plan Year Net Paid Claims	\$18,009,511
Total Member Months	36,873
Projected Budgeted Plan Year PMPM	\$488.42

Actual Plan Year Net Paid Claims

Actual Net Paid Claims	\$16,575,520
Total Member Months	36,873
Actuals Net Paid Claims Plan Year PMPM	\$449.53

Shared Savings Threshold

Shared Savings Threshold @ 3% of Projected Budget PMPM	\$473.77	
<i>Variance from Projected Budgeted Plan Year PMPM</i>		\$14.65
Actual Net Paid Claims Plan Year PMPM	\$449.53	
<i>Variance from Shared Savings Threshold @ 3% of Projected Budgeted PMPM</i>		\$24.24
Was Shared Savings Threshold Met?	Yes	

MHP Shared Savings Threshold

	<u>Target</u>	<u>Actual</u>
1. Emergency Department visits per 1,000 less than Target:	190.0	187.0
2. Inpatient Admissions per 1,000 less than Target:	58.0	50

MHP/Client Shared Savings Calculations

MHP Shared Savings = \$24.24 X 50% X 36,873 =	\$446,853
Client Shared Savings = (\$14.65 X 36,873) + (\$24.24 X 50% 36,873) =	\$987,138

Shared Savings payable to MHP approximately 60 days after the end of the Plan Year, but no later than April 1st after the Plan Year.

Exhibit 3.01(d)

Sample Calculations for SCHOOL DISTRICT 186

Hospital Rebate Calculation

For Illustration Purposes Only

Hospital Rebate

Rebate Potential: 5% Rebate on Total Memorial Medical Center Allowed Amount

Year 1:

Threshold: 5% rebate guaranteed if Client agrees to add language promoting Memorial on enrollment websites, annual enrollment materials and benefits booklets.

Calculation: Total Memorial Medical Center Allowed Amount: \$6,375,000
5% guaranteed rebate for client (Allowed Amount X 5%) = \$318,750

Year 2:

Threshold: In order to achieve the rebate, total Attributed Membership to a Memorial Staff must be above the initial Attributed Membership as determined by the initial Claim Summary Data File as procured in Year 1. The percent rebate will be determined based on the following table:

Rate:	% of Hospital Rebate Earned
2% or Less	0% Rebate
2.1 – 4%	1% Rebate
4.1 – 6%	2% Rebate
6.1 - 8%	3% Rebate
8.1 – 9.9%	4% Rebate
10% or Greater	5% Rebate

Calculation Total Memorial Medical Center Allowed Amount: \$6,375,000
Total Year 1 Attributed Membership to Memorial Staff: 50%
Total Year 2 Attributed Membership to Memorial Staff: 60%
Percent (%) Increase, Attributed Membership, Year 2 to Year 1: 20%
Rebate (Allowed Amount X Tiered Rebate Amount) = \$318,750

Exhibit 3.01(d)

Sample Calculations for COUNTY OF SANGAMON

Hospital Rebate Calculation (Continued)

For Illustration Purposes Only

Year 3:

Threshold: In order to achieve the rebate, total Attributed Membership to a Memorial Staff must be above the initial Attributed Membership as determined by the initial Claim Summary Data File as procured in Year 1. The percent rebate will be determined based on the following table:

Rate:	% of Hospital Rebate Earned
4% or Less	0% Rebate
4.1 – 8%	1% Rebate
8.1 – 12%	2% Rebate
12.1 - 16%	3% Rebate
16.1 – 19.9%	4% Rebate
20% or Greater	5% Rebate

Calculation	Total Memorial Medical Center Allowed Amount:	\$6,375,000
	Total Year 2 Attributed Membership to Memorial Staff:	60%
	Total Year 3 Attributed Membership to Memorial Staff:	75%
	Percent (%) Increase, Attributed Membership, Year 3 to Year 2:	20%
	Rebate (Allowed Amount X Tiered Rebate Amount) =	\$318,750

Exhibit 3.01(d)

Sample Calculations for SCHOOL DISTRICT 186

Guaranteed Savings

For Illustration Purposes Only

Guaranteed Savings

Guarantee Potential: 20% off projected cost of medical services listed in Exhibit 3.01(c). Should actual cost of medical services be less than projected cost originally charge, Memorial will repay SCHOOL DISTRICT 186 the difference.

Calculation	Projected Cost of Medical Services per Exhibit 3.01(c)	\$1,000,000
	Multiplied by Savings Factor	80%
	Actual Cost of Medical Services per Exhibit 3.01(c)	\$800,000
	Projected Cost Charged to SCHOOL DISTRICT 186	\$353,889
	Surplus/(Deficit) of Medical Savings =	\$446,111
	Funds owed to SCHOOL DISTRICT 186	\$0

Exhibit 3.01(d)

Sample Calculations for COUNTY OF SANGAMON

Guaranteed Savings

For Illustration Purposes Only

Guaranteed Savings

Guarantee Potential: 20% off projected cost of medical services listed in Exhibit 3.01(c). Should actual cost of medical services be less than projected cost originally charge, Memorial will repay SCHOOL DISTRICT 186 the difference.

Calculation	Projected Cost of Medical Services per Exhibit 3.01(c)	\$350,000
	Multiplied by Savings Factor	80%
	Actual Cost of Medical Services per Exhibit 3.01(c)	\$280,000
	Projected Cost Charged to COUNTY OF SANGAMON	\$116,111
	Surplus/(Deficit) of Medical Savings =	\$163,889
	Funds owed to COUNTY OF SANGAMON	\$0

Exhibit 3.01(e)
Sample Reports

Care Coordination

Distribution Frequency

- | | |
|---|-------------------|
| 1. Member Target Report
‣ Report of members who have been identified as potentially eligible for care coordination. | 5th of Each month |
| 2. Member Outreach Report
‣ Report of members that have been processed and are eligible for care coordination.
‣ Includes outreach call and conversation rates. | 5th of Each month |
| 3. Member Progress Report
‣ Report depicting member progress through their engagement in care coordination. | 5th of Each month |
| 4. Member Care Gap Report
‣ Report showing members with specified care gaps and compliance with them. | 5th of Each month |
| 5. Engaged Care Coordination Members PMPM Spend
‣ Report showing members PMPM spend before, during, and after Care Coordination interventions-quarterly roll-up | Quarterly |

Nurse Concierge Services

- | | |
|---|-------------------|
| 1. Member Usage Report
‣ Report depicting member access and usage of MHP Nurse Concierge Services. | 5th of Each month |
| 2. Same Day Scheduling Report
‣ Report showing same day scheduling usage, including referrals to various care options including:
• Emergency Room, ExpressCare and Primary Care settings. | 5th of Each month |
| 3. Emergency Visit Deflection
‣ Report depicting Emergency Room visit diversions due to access and usage of Nurse Concierge Services. | 5th of Each month |
| 4. Amount of Phone calls to establish with MPS Primary Care Provider
‣ Report showing amount of calls that result in member establishing with MPS PCP | 5th of Each month |

SmartVisit Services

- | | |
|---|-------------------|
| 1. Member Usage Report
‣ Report depicting member access and usage of MHP SmartVisit Virtual Care Services. | 5th of Each month |
|---|-------------------|

Primary Care \$0 Pay Codes

- | | |
|---|-----------|
| 1. Selected \$0 Pay Code Audit
‣ Report used to audit selected \$0 pay CPT Code performance. Includes \$0 Codes, frequency and total billed. | Quarterly |
| 2. Primary Care Savings
‣ Report reviewing Client Primary Care utilization, by CPT code. Includes CPT frequency, total billed and savings to Client. | Quarterly |

ADDENDUM

This Addendum is applicable only to the County for the period of time beginning June 1st, 2018 through December 31st, 2018 and to modification and clarification of the plan years applicable and contract term.

Article VII Section 7.01 (a)(i) shall read as follows:

- (i) County contribution based upon 24.7% Attributed Membership – FIFTY EIGHT THOUSAND AND FIFTY FIVE DOLLARS AND FIFTY CENTS (\$58, 055.50)

Exhibit 3.01(2) shall read as follows:

(2) Projected Budget PMPM. Shall be determined and mutually agreed to by the parties based on actual claims experience and projections provided by the applicable third party administrator of the parties.

Article I Section 1.02 shall include 3.5 years of contract benefits to Sangamon County:

Plan year .5 shall include all contract terms from June 1st, 2018 through December 31st 2018. Thereafter, contract terms and conditions shall run for an additional 3 plan years, on a year to year basis until November 30th, 2021.