

RESOLUTION NO. 16-1

**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 "Master Services and Operating Agreement" which details the terms and conditions of the plan. The accompanying "Statement of Work" which highlights additional provisions of the plan will be voted on by the Board at a later time.

NOW, THEREFORE BE IT RESOLVED by the Board the County of Sangamon, Sangamon County, Illinois, adopts the attached "Master Services and Operating Agreement" between Memorial Medical Center, Memorial Health Partners and Sangamon County , effective April 9th, 2018.

RECEIVED
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APR 06 2018

Andy Goleman
SANGAMON COUNTY AUDITOR

_____, Andy Van Meter, Chairman of the County Board

Finance Committee

_____, Chairman

_____, Member

_____, Member

_____, Member

_____, Member

_____, Member

_____, Member

_____, Member

_____, Member

_____, Member

_____, Member

_____, Member

**NEAR-SITE HEALTH CENTER
MASTER SERVICES AND OPERATING AGREEMENT**

THIS NEAR-SITE HEALTH CENTER MASTER SERVICES AND OPERATING AGREEMENT (this “Agreement” or “Master Services Agreement”) is entered into as of **JUNE 1ST, 2018** (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”).

RECITALS

WHEREAS, County/District desires to ensure that certain of its employees have access to preventative, primary care, first aid and other medical services at one or more near-site health centers or telephonically which constitute a component of the County/District Incorporated Welfare Benefit Plan (the “Welfare Benefit Plan”); and

WHEREAS, County/District desires to engage Memorial to operate near-site health centers and to provide medical and other services to the Beneficiaries pursuant to the Welfare Benefit Plan in accordance with the terms and conditions set forth in this Agreement and the Statement of Work(s) attached hereto, as defined in Section 2.01(a) herein.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, terms and conditions herein contained, the parties agree as follows:

ARTICLE I.

DEFINITIONS

Section 1.01. “Agreement” and “Master Services Agreement” mean this agreement and any written amendments, restatements, supplements or other modifications as may from time to time be adopted as hereinafter provided.

Section 1.02. “Beneficiary” has the meaning given in Exhibit 1.03.

Section 1.03. “Center” has the meaning given in Section 2.01(a) herein.

Section 1.04. “Center Coverage” has the meaning given in Section 2.01(a) herein.

Section 1.05. “DEA Number” has the meaning given in Section 2.03(b) herein.

Section 1.06. “Effective Date” has the meaning given in the preamble to this Agreement.

Section 1.07. “Memorial Medical Professional” shall mean each physician, physician assistant, nurse practitioner or other licensed medical professional, as well as each medical assistant, that provides Services at a Center.

Section 1.08. “Memorial Staff” shall mean the Memorial Medical Professionals and non-medical personnel who provide Center Coverage at a Center.

Section 1.09. “Performance Assessment” has the meaning given in Exhibit 2.02(c).

Section 1.10. “Services” has the meaning given in Section 2.02(b) herein.

Section 1.11. “Statement of Work” has the meaning given in Section 2.01(a) herein.

ARTICLE II.

NEAR-SITE MEDICAL SERVICES

Section 2.01. Near-site Center; Center Statement of Work.

- (a) Memorial shall operate and be the exclusive provider of Services required for the Beneficiaries (“Center Coverage”) at the facilities or other locations set forth in a written Statement of Work attached hereto and executed by both parties (each such facility or location, a “Center” and each such attachment hereto, a “Statement of Work”). County/District shall not enter into an Agreement for Services with any other health providers for the duration of this Agreement. Centers may be added from time to time as determined by Memorial. It is understood by the Parties hereto that individual Beneficiaries may at their election receive medical services contained herein from other medical providers but shall not be entitled to the discounted Services described herein.
- (b) County and District shall maintain a system for Beneficiary identification that will allow Memorial to determine a Beneficiary’s eligibility for the receipt of services to be provided at the Centers.
- (c) Each Statement of Work is hereby incorporated into and made a part of this Agreement as long as such Statement of Work remains in effect. During the term of a Statement of Work, such Statement of Work shall amend and supplement the terms of this Agreement with respect to the subject matter thereof. In the event of a conflict between this Agreement and a Statement of Work, such Statement of Work shall govern and control.

Section 2.02. Services to be Provided.

- (a) Services. Memorial shall cause the appropriate Memorial Staff, as defined in Section 2.03(a) and as set forth in a Statement of Work, to provide the following services pursuant to the terms and conditions of this Agreement (as such services may be modified by each Statement of Work, the “Services”):
 - (i) Ordinary and routine medical services set forth at the applicable Exhibit to each Statement of Work, including preventative, primary care, first aid, wellness, health risk assessments and other medical services.
 - (ii) Other health services set forth at the applicable Exhibit to each Statement of Work.
- (b) Shared Savings. Memorial shall provide financial incentives and rebates as provided in the Statement of Work. In addition, the County and District shall provide financial incentives for cost-savings as provided in the Statement of Work.

Section 2.03. Memorial Medical Professionals.

- (a) Memorial shall provide the services of Memorial Staff as set forth in each Center’s Statement of Work. All Memorial Staff shall be employed by or under contract with Memorial.
- (b) As applicable, each Memorial Medical Professional shall maintain a valid and unrestricted license to practice as a physician, physician assistant, nurse practitioner or other licensed medical professional, and to prescribe medication in the state in which such Memorial Medical Professional provides Services. Each Memorial Medical Professional who prescribes medication shall maintain a United States Drug Enforcement Administration DEA Registration number (a “DEA Number”) without restrictions, to the extent required by applicable law. All physicians shall be board certified.
- (c) Each Memorial Medical Professional shall perform the Services in a manner consistent with all applicable laws and regulations, and in accordance with the prevailing standards of care in the medical community and the credentialing and quality criteria that are adopted from time to time by Memorial.
- (d) As applicable, each Memorial Medical Professional shall participate in continuing education and take such other actions as necessary to maintain licensure, professional competence and skills.

Section 2.04. Employment Matters.

- (a) Memorial shall be solely responsible for establishing the compensation levels and fringe benefits, if any, of the Memorial Staff.

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- (b) Memorial shall comply with all federal and state laws governing physician referrals and with the federal and state anti-kickback statutes (as interpreted by Memorial's counsel), including compliance with any applicable exceptions and/or safe harbors under such laws.

ARTICLE III.

REPRESENTATIONS AND WARRANTIES

Section 3.01. Memorial Organization and Authority. Memorial is duly organized, validly existing and in good standing under Illinois law, and Memorial has full corporate and legal power and authority to execute, deliver and perform its obligations under this Agreement and each Statement of Work.

Section 3.02. Memorial Compliance with Laws. Memorial shall, at all times during the term of this Agreement, comply with any and all applicable federal and state laws and regulations relating to the performance of the obligations, duties and services to be provided by Memorial under this Agreement and each Statement of Work, including, but not limited to, the operation of the Center. Memorial shall also at all times during the term of this Agreement comply with all Medicare and Medicaid rules and regulations to the extent they apply to Memorial's performance of its obligations under this Agreement and each Statement of Work, including its performance of the Services. Memorial shall not be responsible for legal compliance of County/District employee benefit plans and in no way shall the offering of wellness programs, disease management programs or other offerings be interpreted to comply the provisions of the Employee Retirement Income Security Act (ERISA), the Internal Revenue Code, or the Affordable Care Act (ACA), and any other law impacting employee benefit plans.

Section 3.03. County and District Organization and Authority. County and District are duly organized, validly existing and in good standing under Illinois law, and County and District have full corporate and legal power and authority to execute, deliver and perform its obligations under this Agreement.

Section 3.04. County and District Compliance with Laws. County and District shall at all times during the term of this Agreement comply with any and all applicable federal and state laws and regulations relating to the performance of the obligations, duties and services to be provided by County and District under this Agreement and each Statement of Work.

ARTICLE IV.

INSURANCE AND INDEMNIFICATION

Section 4.01. Insurance.

Memorial shall procure and maintain during the term of this Agreement insurance coverage with minimum limits as follows: Worker's Compensation and Occupational Diseases - statutory limits; Employer's Liability - Five Hundred Thousand Dollars (\$500,000) per occurrence; Commercial General Liability - One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) general aggregate; Professional

Liability - One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) general aggregate. Umbrella liability insurance may be used to meet the general liability coverage limit requirements. The insurance companies providing coverage must have a B+:VI or better rating in the current edition of Best's Key Rating Guide. Memorial must agree to maintain such insurance for the duration of the Agreement. If a policy required under this Section 4.01 is written on a claims-made basis and that policy is not replaced or renewed, or if that policy is cancelled, Memorial agrees to purchase an extended reporting endorsement of not less than two years or purchase prior acts coverage with a retro date that coincides with or precedes the commencement of this Agreement to assure coverage for unreported events.

During the term of this Agreement, District shall maintain Commercial General Liability insurance coverage with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 aggregate, and Umbrella Liability insurance coverage in the minimum amount of \$10,000,000. The insurance companies providing such coverages shall have a financial strength rating of B+ or better in the current addition of Best's Key Rating Guide.

County shall, at all times during the term of this agreement maintain and provide general liability insurance to cover its liability to third parties for personal injury and property damage with a single limit liability of One Million dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. In addition, the County will provide and maintain Worker's compensation Insurance as required by law. The parties hereto understand and agree that Sangamon County is a self-insured unit of local government.

- (a) Cost of Coverage. Memorial, County and District will each bear the cost of procuring and maintaining their own respective insurance coverages as set forth in this Section. In the event County/District desires that Memorial or its contractors procure and maintain coverage in excess of the amounts stated above, County/District will reimburse Memorial (and its contractors, as the case may be) for the costs associated with such additional coverage (including the procurement and maintenance thereof). Except as otherwise set forth in this Section, County/District will not reimburse Memorial (or the contractors) for any costs incurred for procuring and maintaining insurance coverages.
- (b) Proof of Coverage. Upon request and prior to the commencement of operations of a Center, and from time to time thereafter upon request by any party, Memorial will furnish to County and District and County and District will furnish to Memorial, certificates evidencing that the aforesaid insurance and endorsements are in full force and effect.
- (c) Failure to Maintain. In the event either County or District, on one hand, or Memorial, on the other hand (the "defaulting party"), fails to procure or maintain in full force and effect any of the insurance or endorsements required pursuant to this Section, the other party (the "non-defaulting party") will have the right to procure and maintain such insurance or any part or portion thereof. The cost of procuring or maintaining such alternative insurance policy will be borne by the defaulting party. The procurement of such insurance or any part or portion thereof

by the non-defaulting party will not discharge or excuse the defaulting party's obligation to comply with the provisions of this Section.

Section 4.02. Indemnification.

- (a) Each party shall indemnify and hold harmless the other party from any and all liabilities, losses, claims, lawsuits, injuries, costs, damages or expenses whatsoever (including reasonable attorneys' fees and court costs) arising out of, incident to or in any manner occasioned by a claim by a third party relating to the performance or nonperformance of any duty or responsibility under this Agreement and each Statement of Work attached hereto by the indemnifying party.
- (b) For the avoidance of doubt, Memorial shall indemnify and harmless the County/District, either collectively or individually, from any and all liabilities, losses, claims, lawsuits, injuries, costs, damages or expenses whatsoever (including reasonable attorneys' fees and court costs) arising out of, incident to or in any manner occasioned by a claim by a third party relating to the medical negligence of its Medical Professionals under this Agreement and its Statement of Work.

Section 4.03. Limitation of Liability.

- (a) Each party's aggregate liability to the other party for any claim in contract, tort (including negligence), strict liability, breach of warranties, failure of essential purpose or otherwise, arising from or relating to this Agreement or any Statement of Work attached hereto, or the negotiation, performance or non-performance of this Agreement or any Statement of Work attached hereto, including liability arising from or related to each party's performance of its obligations relating to HIPAA, as defined in Section 5.01 hereto, and/or information technology security measures, shall be limited to the total amount of the fees paid or owed by County/District to Memorial for Memorial's performance of this Agreement and any Statement of Work attached hereto during the twelve (12) month period prior to the event giving rise to liability; provided, however, that the foregoing limitation set forth in this Section 4.03(a) shall not apply to medical liability claims relating to Memorial's provision of Services at the Center.
- (b) In no event will one party be liable to the other party for indirect, consequential, incidental, special or punitive damages, including without limitation loss of profits, business interruption, loss of business information or other pecuniary loss, even if advised of the possibility of such damages.

ARTICLE V.

RECORDS, DATA AND PUBLICITY

Section 5.01. Confidentiality of Medical Records.

- (a) During the term of this Agreement, the Parties shall comply in all respects with, and Memorial shall require each of the Memorial Staff to comply with, the Health

Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH”) provisions of the American Recovery and Reinvestment Act of 2009 and as otherwise may be amended from time to time, as well as all implementing regulations and guidance issued by the Secretary of the Department of Health and Human Services (the “Secretary”), including but not limited to the Privacy Rule, the Security Rule, and the Breach Notification Rule (collectively referred to as the “HIPAA Rule”), as amended by the Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules (the “HIPAA Omnibus Rule”), and as otherwise may be amended from time to time.

- (b) All patient medical records maintained by Memorial in connection with this Agreement and any Statement of Work shall be the sole property of Memorial. County and District acknowledges and agrees that County and District shall not have access to the medical records maintained by Memorial in the absence of an appropriate written authorization from a Beneficiary in respect of whom such patient medical records relate or except to the extent that a disclosure of medical information by Memorial to County or District would not violate patient or employee privacy as required by any applicable federal or state law, including as set forth in Section 5.01(a).

ARTICLE VI.

LEGAL MATTERS AND DISPUTE RESOLUTION

Section 6.01. Cooperation. Memorial agrees that in the event of a legal proceeding related to the Center that names both Memorial and County and/or District, or the Welfare Benefit Plan, as defendants, Memorial will cooperate with legal representatives of County and/or District and/or the Welfare Benefit Plan, as permitted by law, and, to the extent practicable, possible and permitted by law, coordinate the defense of Memorial with the defense of County and/or District.

Section 6.02. Dispute Resolution.

- (a) In the event that any material controversy or dispute arises between the Parties related to this Agreement or a Statement of Work, the Parties shall use their best efforts and due diligence to reach a resolution of such controversy or dispute.
- (b) During the pendency of any dispute and until final resolution has been made, this Agreement and each Statement of Work shall remain in full force and effect unless otherwise terminated as provided hereunder.
- (c) Notwithstanding the foregoing, this Section 6.02 shall not be interpreted to restrict either Party’s right to pursue relief from a court of competent jurisdiction as set forth in Section 9.10 herein at any time or to terminate this Agreement in accordance with ARTICLE VIII hereto.

ARTICLE VII.

RELATIONSHIP OF PARTIES

County, District and Memorial are independent contractors and shall not be deemed to be joint ventures, partners, employees or agents of each other. Neither party shall have control over or involvement in the independent exercise of medical judgment by any Memorial Medical Professional and no party shall have any authority to bind the other without the other party's express written consent, except as otherwise specifically provided in this Agreement or a Statement of Work.

ARTICLE VIII.

TERM AND TERMINATION

Section 8.01. Term.

- (a) The term of this Agreement shall commence on the Effective Date and shall remain in effect as long as any Statement of Work remains in effect, unless this Agreement is earlier terminated as provided in this ARTICLE VIII.
- (b) The effective date of each Statement of Work shall be as set forth therein. Unless otherwise specified in a Statement of Work, each Statement of Work shall remain in effect until the termination of this Agreement or the earlier termination of such Statement of Work in accordance with the terms of this ARTICLE VIII.

Section 8.02. Termination Upon Insolvency. This Agreement and/or any Statement of Work may be terminated effective immediately, unless otherwise limited by law, upon written notice to the other parties if one of the other parties

- (a) is or becomes insolvent (as defined in Section 101(31) of the United States Bankruptcy Code) or is unable to pay its debts as they mature;
- (b) makes a general assignment for the benefit of its creditors;
- (c) commences a case under or otherwise seeks to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law, statute or proceeding;
- (d) by any act indicates its consent to, approval of, or acquiescence in any proceeding to the appointment of a receiver or trustee for it or a substantial part of its property, or suffers any such receivership, trusteeship, or proceeding to continue undismissed for a period of thirty (30) days;
- (e) becomes a debtor in any case under any chapter of the United States Bankruptcy Code; or

- (f) is dissolved, or there is entered any order, judgment or decree which could have a material adverse effect as determined by the party providing notice on the full and punctual performance by the party of its obligations, if the same shall not have been discharged, or execution thereof stayed within thirty (30) days after entry of discharge or within thirty (30) days after the expiration of any stay, and if the same is not fully covered by applicable insurance.

Section 8.03. Termination or Amendment as a Result of Governmental Regulation. This Agreement and each Statement of Work shall be construed to be in accordance with all applicable state and federal laws. In the event there is a change in such laws, whether by statute, regulation, agency or judicial decision, that has a material effect on any term of this Agreement and/or any Statement of Work which adversely affects one or all of the parties, or in the event that legal counsel to one party determines that any term of this Agreement and/or any Statement of Work, including without limitation the compensation payable to Memorial hereunder and/or thereunder, poses a significant risk of violating any such laws, then the parties may either terminate this Agreement and/or the applicable Statement of Work (which termination shall become effective immediately upon written notice to the other party) or agree to negotiate the applicable term(s) of such Agreement and/or the applicable Statement of Work upon written notice to the other party. If the parties agree to renegotiate the applicable terms of this Agreement and/or the applicable Statement of Work, then they shall perform their obligations in full compliance with applicable law during the period of renegotiation. If, during such renegotiation, they are unable to agree on amendments to the terms set forth in this Agreement and/or the applicable Statement of Work so as to bring them into compliance within ninety (90) days of the date on which notice of a desired renegotiation is given, then any party shall be entitled, after the expiration of said ninety (90) day period, to terminate this Agreement and/or any Statement of Work immediately upon written notice to the other parties. The remaining parties will amend this Agreement and the Statement of Work to reflect the correction.

Section 8.04. Termination Upon Breach.

- (a) County, District or Memorial may elect to terminate this Agreement in the event that the other parties are in material breach of this Agreement and such breach is either (i) not capable of being cured or (ii) not cured or remedied within thirty (30) days after delivery of written notice by the non-breaching party to the breaching party specifying the breach.
- (b) In the event a party materially defaults in the performance of any duty or obligation imposed upon it by a Statement of Work, and such default continues for a period of thirty (30) days after written notice thereof has been given by the non-defaulting party to the defaulting party, then the non-defaulting party may immediately terminate such the Agreement and the Statement of Work upon written notice to the defaulting party.

Section 8.05. Termination By County or District. In the event that either the County or the District terminates this Agreement under this Section, the obligations, promises or covenants contained in this Agreement and its Statement of Work between the remaining party and Memorial

shall continue and be in effect unless terminated in accordance with this Section. The remaining party and Memorial may elect to amend the Agreement to reflect the termination of the other party.

Section 8.06. Effect of Termination. All Statements of Work shall terminate simultaneously with the termination of this Agreement. Upon the termination of this Agreement, the terminating parties shall not have any further obligations under this Agreement or any Statement of Work except for (a) obligations accruing prior to the date of termination, including compensation payable to Memorial under this Agreement and/or any Statement of Work; (b) obligations, promises or covenants contained in this Agreement and/or any Statement of Work which are expressly made to extend beyond the term of this Agreement and/or such Statement of Work; (c) any obligations required by law to survive the duration of the Agreement and/or any Statement of Work; and (d) as otherwise set forth in any Statement of Work.

ARTICLE IX.

MISCELLANEOUS

Section 9.01. Entire Agreement; Amendment. This Agreement, together with all Exhibits and Statements of Work attached hereto, constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties which relate to the subject matter of this Agreement. No supplement, amendment or modification of this Agreement or any Statement of Work shall be binding unless executed in writing by both parties.

Section 9.02. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. The failure to exercise any right shall not operate as a waiver of such right.

Section 9.03. Subject Headings. The subject headings of the Articles, Sections, and Subsections of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of the provisions of this Agreement.

Section 9.04. Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies on any person other than the parties to it and their respective successors and assigns; nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement; nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

Section 9.05. Binding Agreement; No Assignment. This Agreement shall be binding upon, and shall inure to the benefit of, the parties to it and their respective legal representatives, successors and assigns. No party may assign this Agreement or any rights hereunder, nor may they delegate any of the duties to be performed hereunder without the prior written consent of the other party (which consent shall not be unreasonably withheld).

Section 9.06. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The parties expressly agree that with respect to this Agreement, a facsimile signature

(or executed document that has been formatted as a portable document format (pdf) and electronically exchanged) shall be binding upon the parties.

Section 9.07. Severability. In the event any provision of this Agreement is rendered invalid or unenforceable by any applicable statute or ordinance or by any regulation duly promulgated or is made or declared unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall, subject to the following, remain in full force and effect. If such action, however, has the effect of materially altering the obligations of either party in such manner as, in the judgment of the party affected will cause material financial hardship to such party, the party so affected shall have the rights contained hereto to require renegotiation of this Agreement and to terminate this Agreement if renegotiation is unsuccessful.

Section 9.08. Recovery of Litigation Costs. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

Section 9.09. Notices. All notices, requests, demands or other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, when received by the addressee, if sent by a nationally recognized overnight delivery service, or on the third day after mailing if mailed to the party to whom notice is to be given by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

To District: Joe Bascio
Business Manager/Treasurer
Springfield Public School District 186
530 West Reynolds
Springfield, IL 62702
(217) 525-3040

With a copy to: Eric L. Grenzebach
Senior Counsel
Brown, Hay & Stephens
205 S. 5th Street, Suite 700
Springfield, IL 62701
(217) 544-8491

To County: Brian McFadden
Administrator, Sangamon County Board
200 S. 9th Street
Room 201
Springfield, IL 62701
(217) 753-6650

With a copy to: Dwayne Gab
State's Attorney
Sangamon County
200 S. 9th Street
Room 402
Springfield, IL 62701
(217) 753-6693

To Memorial: Memorial Health Partners
Jay Roszart, MHA, FACHE Vice President of
Ambulatory Networks & Clinical Integration
701 N. First Street
Springfield, Illinois 62781
(217) 588-2645

With a copy to: Anna N. Evans
701 N. First Street
Springfield, Illinois 62781
(217) 788-3733
Attn: General Counsel

Each party may change its address indicated above by giving the other party written notice of the new address in the manner set forth in this Section 9.09.

Section 9.10. Governing Law; Venue. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois, without regard to any conflict of laws provisions of Illinois. Any proceeding brought to enforce a party's rights hereunder shall be brought in the courts of the Sangamon County, Illinois, and each party expressly waives any claim that Illinois is an inconvenient forum.

Section 9.11. Force Majeure. Notwithstanding the provisions set forth hereto, no party shall be liable for any failure, inability or delay to perform hereunder, if such failure, inability or delay is due to war, acts of terrorism, disasters, pandemics, strikes, fires, explosions, or any other cause beyond the reasonable control of the party, and commercially reasonable efforts are used in curing such cause and in resuming performance.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the Effective Date.

COUNTY OF SANGAMON

MEMORIAL HEALTH PARTNERS

By: _____
Name: Brian McFadden
Title: Administrator, County of Sangamon

By: _____
Name: Jay Roszhart, MHA, FACHE
Title: President, Memorial Health Partners

SCHOOL DISTRICT 186

MEMORIAL MEDICAL CENTER

By: _____
Name: Dr. Jennifer Gill
Title: Superintendent, Springfield School District # 186

By: _____
Name: Edgar J. Curtis
Title: President and CEO, Memorial Health System

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Exhibit 1.03

Beneficiaries

An individual, either employed by the County or District, or a dependent of the covered employee, who is covered by medical benefits provided by the County or District and whom is eligible to receive additional benefits pursuant to the Agreement between Memorial and the County and District in Section 2.02(a). Should a Beneficiary cease to receive medical benefits provided by the County or District, such services available to the Beneficiary under this Agreement shall terminate.