

Resolution # 22-1

WHEREAS, County policies and procedures require both the assigned oversight committee and the County Board to approve all requests to procure goods and/or services costing \$30,000 or more; and,

WHEREAS, the Department of County Board wishes to procure goods and/or services from Memorial Health Partners, LLC for the purpose of Memorial Choice in the amount of approximately \$121,524; and

WHEREAS, this purchase will allow employees on the Sangamon County Health Plan to provide receive medical services at certain MPS providers at no cost; and

WHEREAS, as documented by the approval of this resolution, Finance Committee has approved the County Board Department's request to procure the items specified and the committee recommends that the County Board approve procurement of the same, and;

NOW, THEREFORE, BE IT RESOLVED that the Sangamon County Board, in session this 10th day of December, 2019, approves the procurement of the goods and/or services detailed above. The Elected Official/Department Head is authorized to sign required documents to execute the provision of this procurement.

FILED

NOV 27 2019

Don J. Hays
Sangamon County Clerk

RECEIVED
2660

NOV 21 2019

Andy Goleman
SANGAMON COUNTY AUDITOR

Attachment: Purchase Order form

Approved by the Finance Committee

November 26, 2019

[Signature] Chairman

[Signature] Member

[Signature] Member

[Signature] Member

Cathy Scife Member

[Signature] Member

[Signature] Member

_____, Member

[Signature] Member

_____, Member

[Signature] Member

_____, Member

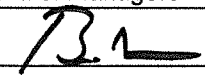
[Signature] Member

22-3

Sangamon County Purchase Order FY2019

Purchase Orders are required for all Informal Quotes (>\$3,500) and Formal Solicitations (>\$30,000)

Department Information

PO Number: _____ (Manually Assigned by Department)
Department: County Board/Board of Managers Employee Contact: Brian McFadden
Department Head Signature:  Date: _____

Purchase Order Type (Regular, Exception or Emergency)

Type: *Regular* (3 Quotes or RFP Documentation Required)

Legal Review Date: _____ (>\$30,000 or Exception – see below)

Exception (Provide detailed explanation in Purchase Description/Narrative Section)

Reason: Joint Purchasing Contract Sole Source Professional Services
Not Suitable for Quotes/RFP Other

Emergency County Administrator Signature: _____

- Will be reported at the next Oversight and/or County Board Meeting
 - Provide detailed explanation in Purchase Description/Narrative Section
- Date: _____

Purchase Request Information

Vendor: Memorial Health Partners, LLC Quantity: _____ Price Per Unit: _____
Total Price: \$121,524 G/L: AB100.1050.10000 5650.007

Purchase Description/Narrative:

Memorial Choice Service for 12/01/2019 - 11/30/2020



NOV 21 2019

Andy Goleman
SANGAMON COUNTY AUDITOR

Auditor's Office (PO request documents need to be to the Auditor's Office 5 business days prior to the oversight committee meeting)

Date Received: _____ Date Review Completed: _____

Auditor's Office Signature: _____

County Board

Approved by Oversight Committee: _____ Meeting Date: 11/26/2019 Signature: 

Approved by County Board (if applicable): _____

(County Board Resolution Required for All POs >\$30,000)

**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.

- (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 Roszhart, 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.

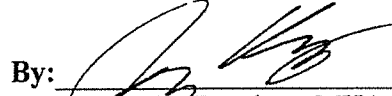
[Signature Page Follows]

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

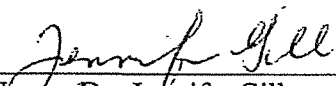
COUNTY OF SANGAMON

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

MEMORIAL HEALTH PARTNERS

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

SCHOOL DISTRICT 186

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

MEMORIAL MEDICAL CENTER

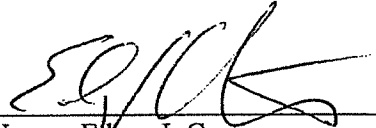
By: 
Name: Edgar J. Curtis
Title: President and CEO, Memorial Health System

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.

**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 Membership over Year 1	% of Hospital Rebate Earned
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 1,0000 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
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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 November 30th, 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 November 30th, 2018. Thereafter, contract terms and conditions shall run for an additional 3 plan years, on a year to year basis until November 30th, 2021.