

Professional Services Agreement
(Memorial as "Vendor")

THIS PROFESSIONAL SERVICES AGREEMENT (together with all Exhibits attached hereto, this "**Agreement**") is made and entered into effective as of July 19, 2021, (the "**Effective Date**"), by and between MENTAL HEALTH CENTERS OF CENTRAL ILLINOIS D/B/A MEMORIAL BEHAVIORAL HEALTH, an Illinois not for profit corporation and an affiliate of MEMORIAL HEALTH SYSTEM D/B/A MEMORIAL HEALTH ("**Memorial**"); and SPRINGFIELD SCHOOL DISTRICT #186 ("**Client**"). Memorial and Client are collectively referred to herein as the "**Parties,**" and individually referred to herein as a "**Party.**"

RECITALS:

WHEREAS, Memorial is engaged in the business of delivering medical and related health care services to individuals who reside in the central Illinois area; and

WHEREAS, Client is a central Illinois school district; and

WHEREAS, between 2011 and 2021, the parties created and collaborated on the MOSAIC program to assist Client's students; and

WHEREAS, between 2011 and 2021, the MOSAIC program was funded through Medicaid and subsidized by a United Way Grant which ended in 2021; and

WHEREAS, in order to enhance the provision of education and to continue the MOSAIC program, Client desires to acquire from Memorial the Professional Services described and set forth in "**Exhibit A**" attached hereto (the "**Professional Services**"), and Memorial is willing to provide such Professional Services on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and for such other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1. ENGAGEMENT.

Subject to the terms and conditions set forth herein, Client hereby engages Memorial to provide the Professional Services set forth in Exhibit A, and Memorial hereby accepts such engagement and agrees to provide the Professional Services in accordance with the terms and conditions of this Agreement.

ARTICLE 2. MEMORIAL'S DUTIES.

2.1 Scheduling. Memorial will schedule its personnel who are assigned to perform the Professional Services (collectively, the "**Memorial Personnel**"), so that such personnel are reasonably available and accessible to Client. All such Memorial Personnel, as applicable: (a)

possess the education, skills, training and other qualifications necessary to provide the Professional Services; and (b) to the extent such personnel have direct contact with Client's students or access to student records, have not been found to have engaged in improper or illegal conduct relating to the elderly, children or vulnerable individuals based on criminal background checks conducted by Memorial.

2.2 Quality Assurance. Memorial, in consultation with Client, will establish the procedures which Memorial Personnel will utilize and apply to assure the consistency and quality of the Professional Services. Notwithstanding the generality of the foregoing, Memorial shall ensure that all Professional Services are provided competently and efficiently and shall meet or exceed the standards of care for providers of such services and shall be in compliance with all applicable laws, rules, regulations, professional standards and licensure requirements.

2.3 Records and Reports.

(a) **Treatment Records.** Memorial will cause reports relating to the provision of the Professional Services to be promptly prepared by Memorial Personnel, and the Parties will maintain an accurate and complete file of all such reports and supporting documents (collectively, the "Treatment Records") so long as their retention is required by either of the Parties, by any applicable state and/or federal laws and regulations or by the standards of any licensing agencies which exercise any jurisdiction with respect to the Parties, or the provision of the Professional Services. Memorial acknowledges that the reports could be or contain student records as defined by FERPA or the Illinois School Student Records Act and will maintain these records as provided under these Federal and State laws.

(b) **Supplementary Reports.** During the Term (defined in Section 5.1 (Term) below), and for a reasonable period following the expiration or termination of this Agreement, Memorial will cause Memorial Personnel to timely prepare and file such additional or supplementary reports related to the provision of the Professional Services under this Agreement as Client may reasonably request in accordance with applicable law.

(c) **Ownership of Treatment Records.** The ownership and control of the Treatment Records, as between the Parties, vests exclusively in Memorial.

(d) **Confidentiality of Results.** Client will establish internal controls and protocols in Client's office(s) which will ensure that the results reported to the Client by Memorial are treated as confidential information which is protected from improper and unauthorized disclosure by Client and its employees.

2.3 Professional Liability Insurance and Indemnification.

(a) Concurrently with the execution and delivery of this Agreement, Memorial will furnish Client with evidence that Memorial Personnel are insured by a commercial

professional liability policy or a self-insurance program which covers their provision of the Professional Services, with a minimum coverage limit of One Million Dollars (\$1,000,000) per occurrence and an annual aggregate minimum coverage limit of Three Million Dollars (\$3,000,000).

(b) Memorial hereby indemnifies Client and its employees, agents, officers, directors and representatives (the “**Client Indemnified Parties**”), against any and all claims, demands, obligations, liabilities and causes of action (collectively, the “**Claims**”) relating to, or arising as a consequence of or in connection with Memorial’s intentional or grossly negligent acts or omissions arising out of its performance of its duties, obligations and responsibilities under this Agreement, except where a contrary intent is otherwise specifically indicated in this Agreement. If any Claims are presented to or threatened against a Client Indemnified Party, Client will promptly notify Memorial of the existence and nature of such Claims, and will then timely deliver to Memorial all of the relevant information or documentation, in the possession or under the control of such Client Indemnified Party, concerning the Claims. The indemnification obligations set forth in this Section shall survive the expiration or termination of this Agreement. Memorial’s indemnification obligations shall be limited to the amount of available insurance proceeds.

2.4 MEMORIAL Representative. Memorial will act with respect to all matters under this Agreement through its President and CEO.

2.5 Additional Memorial Duties. Memorial shall: (a) schedule, at a minimum, semi-annual meetings with Memorial administration to exchange information related to the Memorial’s personnel integration and program success/obstacles; (b) develop and/or identify referral processes and protocols; and (c) develop and identify any training needs for both the Memorial Personnel and Client.

ARTICLE 3. CLIENT ’S DUTIES.

3.1 Supplies. Client shall be responsible for providing the facilities, equipment, supplies, services, and non-Memorial personnel which Memorial determines are reasonably necessary and appropriate for the proper effective delivery of the Professional Services at no cost to Memorial. All Client personnel assigned by Client for the provision of the Professional Services shall be Client employees, shall be subject to Client’s policies and procedures and rules and regulations, shall be subject to the control and supervision of Client, and shall report to their respective supervisors.

3.2 Standards of Performance. Client shall ensure that the Professional Services are being delivered and performed by Memorial Personnel in compliance with all relevant state and federal statutes, the standards, rules and regulations which are prescribed or promulgated by the Department of Health and Human Services or any other local, state or federal government agency, corporate entity or individual exercising authority with respect to, or affecting, the provision of

such Professional Services, including the Illinois Department of Public Health and, where applicable, The Joint Commission.

3.3 Limitations. When Memorial Personnel are performing the Professional Services, however, Client will not unreasonably exercise control, direct or interfere with the exercise of their professional judgment in a manner which adversely affects their ability to deliver the Professional Services in accordance with the terms and conditions of this Agreement.

3.4 Treatment Information. Client will timely furnish Memorial with such information concerning the individuals who are the intended recipients of the Professional Services as Memorial Personnel may reasonably require to ensure that such individuals are being appropriately treated.

3.5 Insurance and Indemnification.

(a) Concurrently with the execution and delivery of this Agreement, Client will furnish Memorial with evidence that Client is insured by a commercial professional liability policy or a self-insurance program which covers the Professional Services, and a comprehensive general liability policy or self-insurance program, both with a minimum coverage limit of One Million Dollars (\$1,000,000) per occurrence and an annual aggregate minimum coverage limit of Three Million Dollars (\$3,000,000).

(b) Client hereby indemnifies Memorial and its employees, agents, officers, directors and representatives (the "Memorial Indemnified Parties"), against any and all Claims relating to, or arising as a consequence of or in connection with Client's intentional or grossly negligent acts or omissions arising out of its performance of its duties, obligations and responsibilities under this Agreement, except where a contrary intent is otherwise specifically indicated in this Agreement. If any Claims are presented to or threatened against an Memorial Indemnified Party, Memorial will promptly notify Client of the existence and nature of such Claims, and will then timely deliver to Client all of the relevant information or documentation, in the possession or under the control of such Memorial Indemnified Party, concerning the Claims. The indemnification obligations set forth in this Section shall survive the expiration or termination of this Agreement. Client's indemnification obligations shall be limited to the amount of available insurance proceeds.

3.6 Client Representative. Client will act with respect to all matters under this Agreement through its Administrator.

3.7 Nonsolicitation. During the Term and for a period of one year following the expiration or termination of this Agreement, whichever is later, Client shall not, directly or indirectly, hire or solicit for hire any Memorial Personnel or any former Memorial Personnel whose employment terminated during the twelve (12) month period immediately preceding such solicitation and/or hire.

3.8 Additional Client Duties. Client shall: (a) invite and include Memorial Personnel to/within department and district meetings and emails; (b) provide Memorial Personnel with necessary training on Client protocols, processes, and procedures; (c) allow students to attend therapy during school hours; (d) schedule, at a minimum, semi-annual meetings with Memorial administration to exchange information related to the Memorial's personnel integration and program success/obstacles; (e) develop and/or identify referral processes and protocols; and (f) develop and identify any training needs for both the Memorial Personnel and Client.

ARTICLE 4. COMPENSATION.

In consideration of the Professional Services, Client will pay Memorial the fees, charges or rates which are described in the attached "**Exhibit B**" in compliance with the payment schedule set forth in Exhibit B (the "**Fees**"). The Fees have been determined and established by the Parties as set forth in Section 6.3 (Determination of and Restrictions on Fees), and are subject to restrictions on modification as set forth therein.

ARTICLE 5. TERM AND TERMINATION.

Term. Term. The term of this Agreement (the "**Initial Term**") will commence on the Effective Date and shall remain in effect for a period of one (1) year, unless sooner terminated as provided in Section 5.2 (Termination) below. At the expiration of the Initial Term, this Agreement shall automatically renew for four (4) successive one (1) year terms (each a "**Renewal Term**" and, together with the Initial Term referred to above, the "**Term**") unless either Party notifies the other Party, at least thirty (30) days prior to the expiration of the then current Term, that such Party elects not to extend the Term.

5.1 Termination. This Agreement may be terminated at any time in the following manner:

(a) **Mutual Agreement.** This Agreement may be terminated as of the date stipulated by the Parties in writing.

(b) **Breach of Agreement.** If a Party (the "**Non-Breaching Party**") notifies the other Party (the "**Defaulting Party**") that such other Party has defaulted in the performance of any duty or obligation which the Defaulting Party is required to perform by the terms and the provisions of this Agreement, and that default has not been cured within thirty (30) days following the delivery of the notice citing that default, the Non-Breaching Party, if it so elects, may immediately terminate this Agreement as of the date specified by the Non-Breaching Party in a notice subsequently delivered to the Defaulting Party.

(c) **Convenience.** Either party may terminate this Agreement at any time and for any or no reason upon thirty (30) days written notice to the other party.

(d) **Force Majeure.** Upon written notice to the other Party if either Party is prevented from performing its obligations under this Agreement, by strikes or other labor disputes, official or unofficial, fire, war, flood, or any other reason beyond the Party's reasonable control.

5.2 Effects of Termination. Upon termination of this Agreement neither Party will be further obligated to perform under this Agreement, with the exception of (a) obligations which accrued prior to the effective date of termination; (b) any restrictions on future contracts set forth in Section 6.4 (Restrictions on Re-Contracting), and (c) any obligations or covenants contained in this Agreement which are specifically stated in this Agreement to survive the expiration and/or termination of this Agreement.

ARTICLE 6. CONFIDENTIALITY AND REGULATORY PROVISIONS

6.1 Confidential Information.

(a) Client acknowledges that it may have access to trade secrets, proprietary information, and confidential information of Memorial, including, but not limited to, the business plans, strategic plans, marketing plans and methods of doing business of Memorial. All such information is and shall remain the sole and exclusive property of Memorial. Client shall not duplicate, photocopy, transcribe for the purpose of removing, or remove any such information, data, records, or property from Memorial. Both during and after the Term, Client: (i) shall protect and preserve the confidential and proprietary nature of all such information; (ii) shall not disclose such information to any other person or entity, except to the extent required to carry out the duties and responsibilities set forth in this Agreement, or as may be otherwise required by law or medical ethics; and (iii) shall not use such information to Memorial's disadvantage or to Client's advantage or to the advantage of any other person or entity, except to the extent necessary and consistent with the duties and obligations under this Agreement.

(b) A breach of this Section 6.1 by Client would result in irreparable damage to Memorial, and without limiting other remedies which may exist for a breach of this Section, the obligations of Client set forth in this Section may be enforced by temporary restraining order, temporary injunction, and permanent injunction restraining a violation thereof, before, pending or following a trial on the merits. Client hereby waives the requirement that Memorial secure or post bond in connection with obtaining any injunctive or equitable relief, and further waive the claim or defense that the recovery of monetary damages constitute an adequate remedy for a breach of this Section.

(c) Client shall not be prohibited from releasing any confidential or proprietary information of Memorial to Client's legal counsel or financial advisors under this Section, provided that Client places such advisors under legal obligation not to disclose the confidential information.

(d) It shall not be a breach of Client's covenants under this Section if a disclosure is made pursuant to a court order, a valid administrative agency subpoena, the Illinois Freedom of Information Act, or a lawful request for information by an administrative agency. Client shall give Memorial prompt notice of any such court order, subpoena, or request for information, and shall cooperate with Memorial in all lawful activities undertaken by Memorial to limit the disclosure of confidential information and to ensure that any such disclosed confidential information will be afforded confidential treatment.

(e) The covenants contained in this Section will survive the expiration or earlier termination of this Agreement.

6.2 FERPA and ISSRA Compliance. Each Party shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley Amendment, and the Illinois School Student Records Act, 105 ILCS 5/10-1 *et seq.*, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the Client's students.

6.3 Reserved.

6.4 Participation Eligibility. Each Party represents and warrants to the other Party that such Party and each of its employees: (i) are not listed on the General Services Administration's Excluded Parties List System ("GSA List"); and (ii) are not suspended or excluded from participation in any federal health care programs, as defined under 42 U.S.C. § 1320a-7b(f), or any form of state Medicaid program (collectively, "Government Payor Programs"). Each Party agrees to notify the other Party of any suspension or exclusion from Government Payor Programs within ten (10) business days of such Party's first learning of it. Each Party shall have the right to immediately terminate this Agreement upon learning of any such suspension or exclusion. Each Party shall indemnify, defend, and hold the other Party harmless from any claims, liabilities, fines, and expenses (including reasonable attorneys' fees) incurred as a result of such Party's breach of this Section 6.8. The provisions of this Section 6.8 shall survive the expiration or termination for any reason of this Agreement.

6.5 Reserved.

6.6 Records Access. The Parties shall allow the Comptroller General of the United States and the Department of Health and Human Services, and their duly authorized representatives, access to this Agreement, and all books, documents and records which are related to its provision of the Professional Services, until the expiration of the later of five (5) years after such Professional Services are delivered or performed, or this Agreement terminates. The Parties shall notify the other if it is required to disclose to the Comptroller or to HHS, any books, documents or records relevant to this Agreement and shall make such books, documents or records

available to the other Party. The provisions of this Section shall survive the expiration or termination of this Agreement.

6.7 Continuing Legal Compliance. Any provision of this Agreement to the contrary notwithstanding, if Memorial determines, after the Execution Date, that any of the terms of this Agreement materially violate any provision of state or federal law which, if enforced, would jeopardize the ability of Memorial to continue to participate in the Medicare and the Medicaid health care programs, or in any other federal or state health care programs, or would jeopardize the continued federal tax-exempt status of Memorial, or any entities which are affiliated with Memorial, or would result in the imposition of any excise taxes under federal income tax laws or would potentially subject Memorial to any civil monetary penalties or criminal prosecution, then the Parties shall immediately endeavor to renegotiate terms which would result in Memorial being in appropriate legal compliance, in Memorial's opinion. If the Parties are unable to agree on such terms within a reasonable period as determined by Memorial, Memorial may terminate this Agreement upon ten (10) days' written notice to Client.

6.8 Reserved.

6.9 Reserved.

6.10 Independent Contractor. Memorial is contracting with Client as an "independent contractor," and no provisions of this Agreement are intended by the Parties to create a partnership or joint venture relationship between the Parties, or to allow the Parties to exercise any control or direction in respect to the techniques, procedures, manner, means or method whereby Memorial Personnel deliver or perform the Professional Services, except to the extent stated in Section 3.1 (Standards of Performance).

6.11 No Discrimination. Client hereby certifies that none of its employment policies or practices, nor the general conduct or operation of its business activities, discriminate on the basis of race, color, sex, national origin, ancestry, disability, religion, sexual orientation or preference, marital status, parental status, veteran status, entitlement to benefits or union activities, or any other protected status under any applicable local, state or federal law.

6.12 Reserved.

6.13 Reserved.

ARTICLE 7. GENERAL PROVISIONS

7.1 Entire Agreement; Amendments. This Agreement, including all exhibits or other attachments thereto and all documents incorporated therein by reference, contains the entire understanding of the Parties with respect to its subject matter. It merges and supersedes all prior and/or contemporaneous agreements and understandings between the Parties, written or oral, with respect to its subject matter and there are no restrictions, agreements, promises, warranties, covenants or undertakings between the Parties with respect to the subject matter hereof other than those expressly set forth herein and except for such restrictions, agreements, warranties, covenants and undertakings which were expressly intended to survive the termination or expiration of any such prior written agreements between and among the Parties. No parol evidence of prior or contemporaneous agreements, understandings or negotiations shall govern or be used to construe or modify this Agreement. This Agreement may be amended only by a written instrument duly executed by the Parties or their respective successors or assigns.

7.2 Assignment. Client may not assign any of its rights or delegate any of its duties or obligations under this Agreement without the prior written consent of Memorial. The rights and obligations of Memorial under this Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of Memorial.

7.3 Waiver of Breach. No covenant or condition of this Agreement can be waived except by the written consent of the Parties. Forbearance or indulgence by any Party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other Parties and, until complete performance of the covenant or condition, any Party shall be entitled to invoke any remedy available under this Agreement or by law or in equity despite said forbearance or indulgence.

7.4 Notices. All notices, requests, consents and other communications hereunder shall be in writing, shall be addressed to the receiving Party's address set forth below or to such other address as a Party may designate by notice hereunder, and shall be (i) delivered by hand; (ii) telexed, telecopied (including electronic mail) or made by facsimile transmission; (iii) sent by overnight courier; or (iv) sent by certified or registered mail, return receipt requested, postage prepaid.

Memorial: Attention: Diana Knaebe, MSW
 System Administrator, Behavioral Health
 710 North 8th Street
 Springfield, IL 62702

Client: Attention: Margaret Thurman,
 Executive Director of Student Support Services

900 West Edwards, 3rd Floor
Springfield, IL 62704

All notices, requests, consents and other communications hereunder shall be deemed to have been given: (i) if by hand, at the time of the delivery thereof to the receiving Party at the address of such Party set forth above; (ii) if telexed, telecopied or made by facsimile transmission, at the time that receipt thereof has been acknowledged by electronic confirmation or otherwise; (iii) if sent by overnight courier, on the next day following the day such mailing is made (or in the case that such mailing is made on Saturday, on the immediately following Monday); or (iv) if sent by certified or registered mail, on the third day following the time of such mailing thereof to such address (or in the case that such third day is a Sunday, on the immediately following Monday).

7.5 Gender, Number. Whenever the context of this Agreement so requires, the masculine gender shall include the feminine or neuter, the singular number shall include the plural, and reference to one or more Parties shall include all successors and permitted assignees of the Parties.

7.6 Headings. The Article and Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

7.7 Governing Law; Forum; Service of Process. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois, without giving effect to the conflict of laws principles. This Agreement and its subject matter have substantial contacts with Illinois, and all actions, suits, or other proceedings with respect to this Agreement shall be brought only in a court of competent jurisdiction sitting in Illinois. In any such action, suit, or proceeding, such court shall have personal jurisdiction of all of the Parties (and the Parties hereby irrevocably consent to such personal jurisdiction and venue), and service of process upon any Party under applicable statutes, laws and rules shall be deemed valid and good.

7.8 Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, or the application of that provision to any other person or circumstance, and this Agreement shall then be construed as if such invalid, illegal or unenforceable provision had not been contained in this Agreement, but only to the extent of such invalidity, illegality or unenforceability.

7.9 Counterparts. This Agreement may be executed by the Parties in multiple original counterparts, and each executed version will then be deemed to be an original version of this Agreement, and all of the executed versions will be deemed to constitute the same document. Signatures to this Agreement or to any counterpart, may be delivered by electronic means and shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version delivered in person.

[signature page follows]


IN WITNESS WHEREOF, the Parties executed and then delivered this Agreement, as of the Effective Date, in pursuance of the uses and purposes which are respectively described and contained in this Agreement.

Memorial:

Client:

MEMORIAL HEALTH CENTERS OF
CENTRAL ILLINOIS D/B/A MEMORIAL
BEHAVIORAL HEALTH

SPRINGFIELD SCHOOL DISTRICT #186



By: Diana Knaebe, MSW
Title: System Administrator, Behavioral Health
Date: 2/14/22

By: Margaret Thurman
Title: Executive Director of Student Support
Services

Date: _____

**This Contract Has Been
Reviewed By MHS Legal Counsel**

Meghan Gripp

EXHIBIT A
Professional Services

EXHIBIT A
Professional Services

1. Provide graduate level or unlicensed clinician.
2. Services provided may include:
 - a. Assessment services from brief to comprehensive dependent upon student's presenting issues
 - b. Treatment planning and therapeutic intervention including Cognitive Behavioral Therapy or Stress Management
 - c. Crisis intervention protocols/services
 - d. Referral and Coordination of ancillary services and supports as relevant to behavioral health and social determinants of health
 - e. Psycho-education to students and school staff on management of behavioral factors
 - f. Supportive groups and appropriate (such as ADHD, stress management, anger management)
 - g. Provide regular feedback/ communication with teachers, school social workers, parents/guardians and others as appropriate.
 - h. Individual and/or family follow-up services for students, regardless of payor source, scheduled based on student need.

EXHIBIT B
Professional Services Fees

Client shall pay Memorial Eleven and 65/100Dollars (\$11.65) per hour for the Professional Services, however, such payments by Client to Memorial shall in no event exceed One Hundred Eleven Thousand Four Hundred Twenty-One and 00/100 (\$111,421.00). The hourly rate is based upon the average salary of an unlicensed clinician, employee benefit percentage rate, and expected generated revenue as determined annually, and a small administrative percentage related to the running of the integrated behavioral health school program and the overhead related to the position.