

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 1/23/2014

Action Requested By:
Human Services

Agenda Item Type
Resolution

Subject Matter:

CareHere Management for Health Risk Assessment and Biometric Screenings.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to execute an agreement between the City of Huntsville and CareHere Management, PLLC, for Health Risk Assessment and Biometric Screenings.

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

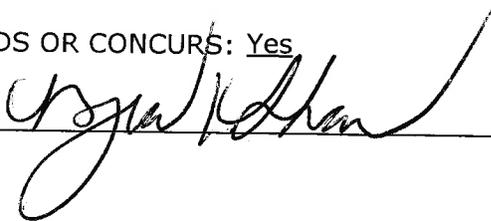
Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

Associated Cost:

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: _____



Date: 1/22/14

RESOLUTION NO. 14-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an Agreement between the City of Huntsville and CareHere Management, PLLC, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "CareHere Management, PLLC City of Huntsville Health Risk Assessment & Biometric Screenings Services Agreement," consisting of twenty-five (25) pages including Exhibits, and the date of January 23, 2014, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 23rd day of January, 2014.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 23rd day of January, 2014.

Mayor of the City of
Huntsville, Alabama

CareHere Management, PLLC
City of Huntsville Health Risk Assessment & Biometric Screenings Services Agreement

This Health Risk Assessment and Biometric Screenings Agreement (the "Agreement") is made and entered into this ____ day of January 2014 by and between the City of Huntsville, Alabama ("Employer" or City), and CareHere Management, PLLC, a Tennessee professional limited liability company and its affiliates and subsidiaries (collectively "CareHere").

Recitals:

- A. Whereas the City of Huntsville solicited competitive proposals for Clinic Services including but not limited to Health Risk Assessments ("HRA") and Biometric Screenings ("BioS") in July 2012 and CareHere has been selected as apparent successful proposer of that competition;
- B. CareHere contracts with employers to arrange for physicians or physician extenders (nurse practitioners or physician assistants) and/or nurses and/or medical assistants to be located at the employer's places of business to perform certain medical services to the employees of such employers and/or retirees and/or their dependents.
- C. Whereas in response to the competitive proposal Employer and CareHere anticipate entering into a contractual relationship to provide certain medical services to Employer's elected and appointed officials, employees, and certain spouses, dependents, and retirees at a mutually agreed upon clinic location. Such relationship is planned to be evidenced in a separate agreement properly approved and executed by both parties;
- D. Whereas prior to the initial opening of the clinic, the Employer desires to contract with CareHere and CareHere desires to contract with the Employer for CareHere to arrange for HRAs and BioS for the participants in the Healthy Lifestyles Program for subscribers of the Employer's Group Health Plan, to include elected and appointed officials, employees, retirees, and COBRA participants ("Employees, *et al*") on the terms and subject to the conditions contained herein;
- E. Whereas, the Employer desires to contract with CareHere and CareHere desires to contract with Employer for CareHere to provide management and non-medical services associated with providing HRA and BioS to Employer's Employees, *et al*;

NOW, THEREFORE, for good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, the Employer and CareHere hereby agree as follows:

ARTICLE I
PROVISION OF SERVICES

President of the City Council of the
City of Huntsville, Alabama
Date: _____

1.01. Provision of Health Risk Assessments and Biometric Screenings. CareHere shall make available to Employees *et al* of Employer, one Health Risk Assessment (“HRA”) and one Biometric Screening (“BioS”) according to the terms and conditions below and to include as a minimum the tests and panels set forth in Attachment “A”. CareHere and Employer shall agree to the number of Assessment Events to be held at Employer’s places of business during the term of this agreement needed to allow for the assessment and screening of Employer’s Employees *et al*. For retirees and COBRA participants that reside in locations that are outside Madison County or Limestone County, Alabama or Lincoln County, Tennessee, CareHere shall provide laboratory services vouchers as necessary that may be used to allow the services to be performed at an alternative location. Any other special situations that require alternative testing sites or dates will be determined by the Employer’s representative and agreed upon by the Employer and CareHere.

1.02. Provision of Space. For each event Employer shall make available space, including tables, chairs, and a minimum of three (3) and up to five (5) individual private areas, which may be built into the space or created through moveable partitions, that allow for discussion of confidential medical information, at Employer’s expense, for the performance of the HRA and BioS. Such space shall be of a size and location reasonable to allow for the provision of the HRAs and BioS event. CareHere shall be responsible for providing internet access any equipment, supplies, or materials necessary for the event other than tables, chairs, and space.

1.03. Services to be Provided. The following services shall be provided to Employer under this Agreement:

(a) HRA and BioS at Assessment Events conducted at specified key Employer’s location sites at dates and times described in Section 1.04 of this Agreement, with results available shortly thereafter to the Employees, *et al* through a secure password protected online internet access or by U.S. mail.

(b) Patient and data management associated with the HRA and BioS, including but not limited to handling patient registration, collecting the results, and providing follow-up visits as contemplated in Section 1.05.

(c) Reporting requirements. Upon completion of the Assessment Events, CareHere shall provide to the Employer’s designated Privacy Officer a report indicating the Employees, *et al* that participated in the Assessment Events. CareHere shall also arrange for reporting to the Employer aggregate population management reports and/or aggregate utilization reports containing only de-identified patient information utilizing CareHere’s standard reporting format. Reporting shall show the risk stratification of the Employer’s Employees, *et al*. Such reporting shall provide reliable, meaningful data and reporting to include overview of all outcomes from the HRA and BioS, summary of the health of the Employer’s participating workforce and identification of specific target areas for improvement. Other such reports may be mutually agreed upon by the parties.

1.04 Locations, Dates and Time. Both Employer and CareHere shall mutually agree to the various locations, dates, and times for each Assessment Event. Each Assessment Event shall have a designated registration period and a designated closing date, both of which shall be mutually agreed upon by Employer and CareHere and shall be primarily performed during the first six (6) months of 2014, although the Assessment Events may be scheduled pursuant to this Agreement anytime during the calendar year of 2014 until a Clinic Management Contract is entered into by the Employer. Once the Employer has entered into a Clinic Management Contract all HRAs and BioS Assessments shall be performed pursuant to that Agreement. Locations known at the time of execution of this Agreement are set forth on Attachment "B". Additional locations may be added at the discretion of the Employer in coordination with CareHere.

1.05 Follow-up Visits. For those Employees, *et al* determined to be in the triage levels high risk categories of Level 3 or 5 as defined in Attachment "C" as a result of the HRAs and BioS, CareHere shall perform telemedicine follow-up visits with Employees, *et al* following the HRAs and BioS as set forth in Attachment "D". For those Employees, *et al* determined to be at triage Levels 1 or 2 in accordance with Attachment "C", at the request of Employees, *et al*, CareHere shall provide telephonic health coaching as set forth in Attachment "D". The pricing for such follow-up visits is estimated in the Follow-up Costs chart, attached to this Agreement as Attachment "D" and shall be conducted telephonically with the individual assessed.

1.06 Medical Records. CareHere shall maintain medical records and all protected health information ("PHI") with respect to HRA and BioS performed for the Employees, *et al*, all medical records and PHI shall be maintained in a professional manner consistent with and in compliance with the HIPAA privacy standards. As part of this Agreement, CareHere shall execute the Business Associate Agreement included as Attachment "E" as the supplementary Agreement pertaining to HIPAA compliance with records to PHI. All medical records and PHI maintained by CareHere in connection with this Agreement shall be the sole property of CareHere.

The Employer understands and agrees that all of the medical records and PHI maintained by CareHere are confidential in nature, and that the Employer will not be entitled to have access to the medical records maintained by CareHere, in the absence of an appropriate written authorization from the patient/employee.

In the event that CareHere and Employer enter into an Agreement for full clinic services during the calendar year of 2014, such HRA and BioS records shall be transferred to the medical records of Employees, *et al* medical records maintained by CareHere and the appropriate medical professional in accordance with the terms and conditions of that contract.

In the event of termination of this Agreement for any reason, CareHere agrees to electronically transfer all medical records of Employees, *et al* to any successor clinic administrator selected by the Employer. The electronic transfer of these records will be in an industry standard format to be determined by CareHere. In the event Employer requests a specific format or requests any additional preparing, packaging, testing or similar process, the electronic transfer of medical records of Employees, *et al* will be dependent upon the successor

clinic administrator or Employer agreeing to pay the costs, up to \$7,500, to CareHere to cover expenses associated with preparing, packaging, testing, transferring, and verifying the electronic transfer of medical records to the successor clinic administrator.

1.07 Insurance Requirements. Insurance Requirements for this Agreement are set forth in Attachment "F".

ARTICLE II COMPENSATION

2.01 Costs. Except as otherwise provided under this Article II, Employer shall be responsible for the cost of the HRA and BioS provided pursuant to this Agreement, the rate for which is set at fifty dollars (\$50.00) per HRA and BioS combined assessment. Additionally the Employer shall be responsible for staffing costs and the costs of any additional advance approved travel costs associated with providing the HRA and BioS to Employer, such additional reasonable staffing and travel costs shall be passed through to Employer at CareHere's cost with no mark-up. Travel costs, excluding pass-through staffing costs associated with travel time are estimated as \$8,184.00. The estimated total cost of this contract for all assessments, staffing, follow-up visits, reporting, travel costs, and other necessary related costs is \$151,957.00 as set forth in Attachment "G".

2.02 Invoicing of Costs. Following the Assessment Events, CareHere shall send to Employer an invoice that includes the actual costs of the Assessment Events based on the \$50 per HRA and BioS, including the total number of HRAs and BioS performed and any associated costs contemplated in this Agreement. Upon receipt of an undisputed invoice, Employer shall pay to CareHere the full amount within 30 days.

2.03 Disputed Invoice. Should Employer dispute any charge in an invoice, Employer shall notify CareHere in writing within the 30 day time period. Upon receipt of notification, CareHere will stay only the disputed portion of the invoice until such dispute can be resolved, the remainder of the invoice shall still be subject to the 30 day payment provision contained in Section 2.02.

2.04 Charge for Past Due Amounts. Any past due amount shall be subject to a finance charge of 1.5% per month.

2.05 Adjustments. Both CareHere and Employer agree to the following adjustments subject to the requirements contained in each.

- (a) In the event CareHere and Employer (i) have executed the contract anticipated in Recital C for full City Clinic services within six (6) weeks from execution of this Agreement, and (ii) opened the City Clinic to be operated by CareHere prior to June 15, 2014, CareHere shall provide a credit to the Employer on the fees of that anticipated contract, the cost of forty dollars (\$40.00) per HRA and BioS which was provided pursuant to this Agreement. Such credit may be prorated by

CareHere on invoices equally over the course of the remaining months of 2014 following the clinic opening.

- (b) In the event CareHere and Employer (i) have executed the contract anticipated in Recital C for full City Clinic services within six (6) weeks from execution of this Agreement and (ii) opened the City Clinic to be operated by CareHere prior to July 15, 2014, CareHere shall provide a credit to the Employer on the fees of that anticipated contract, the cost of thirty dollars (\$30.00) per HRA and BioS which was provided pursuant to this Agreement. Such credit may be prorated by CareHere on invoices equally over the course of the remaining months of 2014 following the clinic opening.
- (c) In the event CareHere and Employer (i) have executed the contract anticipated in Recital C for full City Clinic services within six (6) weeks from execution of this Agreement and (ii) opened the City Clinic to be operated by CareHere prior to August 15, 2014, CareHere shall provide a credit to the Employer on the fees of that anticipated contract, the cost of twenty dollars (\$20.00) per HRA and BioS which was provided pursuant to this Agreement. Such credit may be prorated by CareHere on invoices equally over the course of the remaining months of 2014 following the clinic opening.
- (d) In the event Sections 2.05 (a) through (c) are not applicable, but Employer opens the CareHere clinic prior to December 31, 2014, CareHere shall credit Employer ten dollars (\$10.00) per HRA and BioS provided pursuant to the Agreement.

2.06 Follow-up Visits. Pricing for CareHere to do follow-up visits following the HRA and BiosS shall be as listed in Section 1.05 of this Agreement. Invoicing for any requested follow-up visits shall conform to the requirements of Sections 2.02, 2.03 and 2.04 of this Agreement.

ARTICLE III MISCELLANEOUS

3.01 Notice. All notices and other communications permitted or required pursuant to this Agreement shall be in writing, addressed to the party at the address set forth at the end of this Agreement or to such other address as the party may designate from time to time in writing and in accordance with this Section 3.01. All notices and other communications shall be (a) mailed by certified or registered mail, return receipt requested, postage pre-paid, (b) personally delivered or (c) sent by facsimile with a receipt confirmation. Notices mailed pursuant to this Section 3.01 shall be deemed given as of three days after the date of mailing and notices personally delivered or sent by facsimile shall be deemed given at time of receipt. Notices shall be sent to the following Point of Contact/Representatives for each Party:

City of Huntsville:

Pamela M. Stephens
City of Huntsville Clinic
2060-B Airport Road
Huntsville, Alabama 35801
(256) 883-3726
e-mail: Pamela.stephens@huntsvilleal.gov

CareHere Management, PLLC

Ben Baker
CareHere Management, PLLC
5141 Virginia Way, Suite 350
Brentwood, Tennessee 37027
(615) 661-5680
bbaker@carehere.com

3.02 Independent Contractor. CareHere is an independent contractor of Employer. Nothing in this Agreement is intended to create, nor will create, any other relationship including, but not limited to, an employer/employee relationship, a partnership, a joint venture, or any other relationship than that of independent contractor.

3.03 Transferability. Any transfer or assignment of this Agreement shall be contingent upon the transferring or assigning party receiving consent, in writing, from the other party. Such consent for transfer or assignment shall not be unreasonably withheld.

3.04 Entire Agreement. This Agreement constitutes the entire agreement between the Employer and CareHere with respect to the subject matter hereof and supersedes all prior agreements. This Agreement shall not be amended or waived, in whole or in part, except in writing signed by both the Employer and CareHere.

3.05 Governing Law. Inasmuch as this Agreement is primarily performed in Huntsville, Alabama, it shall be governed by, and interpreted in accordance with, the internal laws of the State of Alabama, without giving effect to its conflict of law provisions.

3.06 Non-Disclosure. The Employer and CareHere shall take all reasonable steps to insure that information with respect to the terms of this Agreement or with respect to the business of the Employer and CareHere acquired by virtue of the position of the other party under this Agreement shall not be disclosed or used outside of the business of either party; provided, however, the foregoing restriction shall not apply to information (a) provided to government authorities as required by applicable law or applicable regulation or consented to by the patient; (b) furnished to healthcare providers involved in a particular patient's case; (c) which is or becomes public knowledge through no fault of either party; or (d) which is otherwise required to be disclosed by applicable law or applicable regulation or pursuant to a court order.

3.07 Successors. As between the parties, any change in majority ownership, management or control of either CareHere or Employer shall not affect the provisions of this Agreement if, within thirty (30) days from such change, the party experiencing the change notifies the other party of such change. In such event, this Agreement shall be assumed upon a change of ownership, change of control, change in management, reorganization, etc. of, or at, Employer or CareHere.

3.08 Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.

3.09 Severability. In the event that any provision of this Agreement is held to be unenforceable for any reason by a court of competent jurisdiction, the validity of the remaining provisions of this Agreement shall not be affected thereby, and the invalid or unenforceable provision shall be deemed not to be a part of this Agreement

3.10 E-VERIFY. Effective May 16, 2012, this notice shall be included in all competitively bid contracts awarded for labor, supplies, or services for the Employer and in the award of all grants or incentives.

E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as “the Alabama Immigration Act”) as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

“By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

IN WITNESS WHEREOF, the Employer and CareHere have executed and delivered this Agreement as of the date first above written.

CareHere Management, PLLC

Date of Signature: 1/22/14

Signature: 

Print Name: Ben Baker
Title: Chief Operating Officer
Address: 5141 Virginia Way
Suite 350
Brentwood, TN 37027

Attest: 

City of Huntsville, AL

Date of Signature: _____

Signature: _____

Print Name: Tommy Battle
Title: Mayor
Address: 308 Fountain Circle
Huntsville, Alabama 35763

Attest: _____

ATTACHMENT "A"

HEALTH RISK ASSESSMENT ("HRA") AND BIOMETRIC SCREENINGS

The Health Risk Assessment and Biometric Screenings shall include a health questionnaire and the following lab panel:

HRA LAB PANEL

Comprehensive Metabolic Panel (CMP)

- Glucose (Glu)
- Blood Urea Nitrogen (BUN)
- Uric Acid
- Sodium (Na)
- Creatinine (Creat)
- BUN/Creat Ratio
- Potassium (K)
- Phosphate (PO4)
- Chloride (Cl)
- Calcium (Ca)
- Iron (Fe)

Liver Function Panel

- Alk Phos
- LDH
- AST (SGOT)
- ALT (SGPT)
- GGT
- Total Bilirubin

Nutritional Panel

- Total Protein
- Globulin
- Albumin
- A/G Ratio

Cholesterol (Lipid Panel)

- Total Cholesterol
- Triglycerides
- HDL
- Very Low Density Lipoprotein
- LDL
- Ratio of Cholesterol to HDL

ATTACHMENT "B"

INITIAL ASSESSMENT EVENT LOCATIONS

HRA & Biometric Screening Locations – 2014

City of Huntsville Clinic
2060-B Airport Road
Huntsville, AL 35801
256-883-3660

City of Huntsville
Public Safety Training Center
3011 Sparkman Drive
Huntsville, AL 35810
256-851-4048

City of Huntsville
Former Internal Affairs Office
308 Fountain Circle
Huntsville, AL 35801
256-427-5241

City of Huntsville
Public Safety Complex
815 Wheeler Avenue
Huntsville, AL 35801
256-427-7004

HPD Precinct (West):
2110 Clinton Avenue
Huntsville, AL 35805
256-427-5441

HPD Precinct (South)
7900 Bailey Cove Rd
Huntsville, AL 35802
256-213-4503

HPD Precinct (North)
2105 Mastin Lake Rd - Suite B
Huntsville, AL 35810
256-746-4111

ATTACHMENT “C”

TRIAGE LEVELS

CareHere Triage levels

Reviewer assigned priority level for abnormal labs

Triage Level	Meaning	Actions to take
1	Abnormal lab – outside of range	Ensure follow-up appointment within the next month with PCP or City Clinic
2	Must be reviewed within 2 weeks by Provider and Pt.	Ensure follow-up appointment within the next 2 weeks with PCP or City Clinic
*3	To be reviewed by a provider within the next 24 hours	Have CareHere provider review labs with patient or confirm outside PCP or City Clinic has received lab.
4	Outside Provider Order	Fax to outside provider – confirm provider got lab results.
*5	Critical Value / Needs immediate follow-up / intervention; refer to ER if necessary Note: Lab Corp will contact CareHere triage team with all panic values.	1) CareHere provider review labs with patient If necessary: 2) Contacts patient’s PCP for treatment plan. If no PCP: 3) CareHere Chief Medical Officer will advise as appropriate – refer City Clinic or to ER.

ATTACHMENT “D ”

FOLLOW-UP COSTS

The following chart represents the estimated costs for requested telephonic Follow-up Visit:

Telemedicine Follow-up Visit	\$125/hour	<i>Description: Provider will review HRA results over phone, discuss any abnormalities with patients and refer over to their own provider or City Clinic for follow-up.</i>
	20 min appointment average	
Telephonic Health Coach Follow-up	\$30/hour	<i>Description: Health coach will review results and indicate where patient fell out of abnormalities. At patient’s request, health coach will offer recommendations for corrective actions.</i>
	10 min appointment average	

ATTACHMENT “E”
BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT – CAREHERE MANAGEMENT IS BA

THIS BUSINESS ASSOCIATE AGREEMENT (the “Agreement”) is made and entered into between CareHere Management, PLLC (“BA”), and the party identified on the signature page of this Agreement (“Customer”).

Customer is a Covered Entity that possesses information about individuals that is protected under the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act (commonly referred to as the “HITECH Act”), and the regulations promulgated under the foregoing from time to time by the United States Department of Health and Human Services (collectively, as amended from time to time, “HIPAA”).

Customer has engaged BA to provide certain services (the “Services”) pursuant to one or more agreements between the parties (each, a “Services Agreement”). In the course of performing the Services, Customer may deliver or to BA, allow BA access to, or have BA obtain or create on Customer’s behalf information that may be deemed protected health information subject to the provisions of HIPAA.

In order to comply with the applicable provisions of HIPAA, the parties agree as follows:

24. Definitions.

24.1 Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed in HIPAA (whether or not such terms are capitalized therein).

24.2 “Effective Date” means the date indicated on the signature page of this Agreement or, if earlier, the first date upon which BA receives or creates PHI.

24.3 “PHI” means Protected Health Information received by BA from or on behalf of Customer or created by BA for or on behalf of Customer.

25. Permitted Uses. BA may use PHI only as permitted or required by this Agreement for the following purposes:

- (vi) as necessary to perform the Services;
- (vii) to carry out its legal responsibilities;
- (viii) for the proper business management and administration of BA;

- (ix) to provide Data Aggregation services relating to the Health Care Operations of Customer to the extent, if any, expressly provided in the Services Agreement; and
- (x) as Required By Law.

26. Permitted Disclosures. BA may disclose PHI only as permitted or required by this Agreement for the following purposes:

- (iv) as necessary to perform the Services;
- (v) for the proper business management and administration of BA or to carry out its legal responsibilities, if Required By Law or if BA has obtained reasonable assurances that the recipient will (A) hold such PHI in confidence, (B) use or further disclose it only for the purpose for which it was received or as Required By Law, and (C) notify BA of any instance of which the recipient becomes aware in which the confidentiality of such PHI has been breached;
- (vi) as otherwise Required By Law;

provided, however, that any disclosure to an agent or subcontractor of BA shall be pursuant to a written agreement between BA and such agent or subcontractor containing substantially the same restrictions and conditions on the use and disclosure of PHI as are set forth in this Agreement.

27. Prohibited Uses and Disclosures. Subject to Customer's compliance with its obligations set forth in Section 17 as applicable, BA shall not use or further disclose PHI in a manner that would violate HIPAA if done by the Customer. BA shall not sell PHI or use or disclose PHI for purposes of marketing or fundraising. Unless Customer gives its prior, express written consent, BA shall not de-identify any PHI except as necessary to perform the Services, and unless expressly provided otherwise in a written agreement between the parties, (i) as between BA and Customer all de-identified PHI shall be and remain exclusively the property of Customer, (ii) BA assigns to Customer all of BA's right, title, and interest therein, if any, and (iii) BA shall not use any such de identified PHI for any purpose other than to provide the Services and shall not disclose the same to any third party except with the prior written consent of Customer or as otherwise required by applicable law or upon the order of a court of competent jurisdiction.

28. Safeguards. BA shall establish and maintain appropriate safeguards intended to prevent use or disclosure of PHI other than as provided in this Agreement. Without limiting the foregoing, BA shall establish and maintain, in compliance with HIPAA and any applicable guidance issued pursuant thereto, administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI that is Electronic Protected Health Information or any other Electronic Protected Health Information maintained or transmitted by BA for or on behalf of Customer, and BA shall

establish and maintain policies and procedures, and comply with the documentation requirements, set forth in HIPAA.

29. Reports to Customer; Breach Notification.

29.1 Without unreasonable delay and in no case later than 48 hours after discovering a Breach (whether or not such Breach is of PHI that is Unsecured Protected Health Information), BA shall report such Breach to Customer in writing, setting forth the date of discovery thereof, the identities of affected individuals (or, if such identities are unknown at that time, the classes of such individuals), a general description of the nature of the incident, and such other information as is required pursuant to HIPAA or reasonably requested by Customer. For purposes hereof, a Breach shall be deemed discovered as provided under HIPAA.

29.2 BA shall report to Customer in writing any use or disclosure of PHI that is not permitted by this Agreement, other than a Breach, within five days of BA's discovery thereof.

29.3 BA shall report to Customer in writing any Security Incident involving PHI that is Electronic Protected Health Information within five days of BA's discovery thereof. The parties acknowledge and agree that this section constitutes notice by BA to Customer of the ongoing occurrence of incidents that may constitute Security Incidents but that are trivial and do not result in unauthorized access, use, or disclosure of PHI that is Electronic Protected Health Information, including without limitation pings and other broadcast attacks on BA's firewall, port scans, unsuccessful log-on attempts, and denials of service, for which no additional notice to Customer shall be required.

30. Reimbursement; Mitigation. BA shall reimburse Customer for all reasonable and necessary out-of-pocket costs incurred by Customer (including without limitation costs associated with providing required notices) as a result of a Breach of PHI or of any other use or disclosure of PHI in violation of the terms and conditions of this Agreement, and shall take all actions reasonably necessary, and BA shall cooperate with Customer as reasonably requested, to mitigate, to the extent practicable, any harmful effect of such occurrence.

31. Minimum Necessary. BA shall request, use, and disclose only the minimum amount of PHI necessary to perform the Services.

32. Access and Amendment. With respect to an Individual as to whom BA maintains PHI, BA shall notify Customer promptly upon receipt of a request from such an Individual for access to or a copy of such Individual's PHI or to amend such Individual's PHI. To the extent permitted under HIPAA, and except as otherwise required upon the order of a court of competent jurisdiction, (i) BA shall direct such Individual to make such request of Customer and (ii) BA shall not consent to such access, deliver such copy, or comply with such request except as directed by Customer. With respect to PHI maintained by BA in a Designated Record Set, to the extent required by HIPAA of a Covered Entity, BA shall (i) make available PHI to Individuals or

Customer, as requested by Customer and in accordance with HIPAA and (ii) upon receipt of notice from Customer, promptly amend any portion of the PHI so that Customer may meet its amendment obligations under HIPAA.

33. Accounting for Disclosures. BA shall document all disclosures of PHI by BA and information related to such disclosures as would be required for Customer to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with HIPAA. BA shall maintain such information for the applicable period set forth in HIPAA. BA shall deliver such information to Customer or, upon Customer's request, to the Individual, in the time and manner reasonably designated by Customer, in order for Customer to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with HIPAA. The obligations set forth in this section shall survive the expiration or any termination of this Agreement and shall continue, as to a given instance of a disclosure, until the earlier of (i) the passing of the time required for such information to be maintained pursuant to HIPAA or (ii) the delivery to Customer of all such information in a form and medium reasonably satisfactory to Customer and the return or destruction of all PHI as provided in this Agreement.

34. Additional Restrictions. If Customer notifies BA that Customer has agreed to be bound by additional restrictions on the uses or disclosures of PHI pursuant to HIPAA, BA shall be bound by such additional restrictions and shall not use or disclose PHI in violation of such additional restrictions.

35. Audit. If BA receives a request, made on behalf of the Secretary of the Department of Health and Human Services, that BA make its internal practices, books, and records relating to the use or disclosure of PHI available to the Secretary of the Department of Health and Human Services for the purposes of determining Customer's or BA's compliance with HIPAA, BA promptly shall notify Customer of such request and, unless enjoined from doing so by order of a court of competent jurisdiction in response to a challenge raised by Customer or BA (which challenge BA shall not be obligated to raise), BA shall comply with such request to the extent required of it by applicable law. Promptly upon the written request of Customer from time to time, BA shall make its internal practices, books, and records relating to the use or disclosure of PHI available to Customer or Customer's designee for the purposes of determining BA's compliance with HIPAA and its obligations under this Agreement.

36. Remuneration. BA shall not receive remuneration, directly or indirectly, in exchange for PHI; provided, however, that this prohibition shall not affect payment to BA by Customer for performance of the Services.

37. Standard Transactions. To the extent applicable, BA will comply with each requirement for Standard Transactions established in HIPAA when conducting all or any part of a Standard Transaction electronically for, on behalf of, or with Customer.

38. Compliance with Law. BA shall comply with all applicable federal and state laws regarding individually identifiable information contained in or associated with PHI, including without limitation any state data breach laws regarding the protection of such information. Nothing in this Agreement shall be construed to require BA to use or disclose PHI without a written authorization from an Individual who is the subject thereof, or written authorization from any other person, where such authorization would be required under federal or state law for such use or disclosure.

39. Transmission and Storage Outside United States. Except as otherwise expressly provided in the Services Agreement, BA shall not to allow any PHI to be transmitted to, received by, or stored at any location outside of the United States of America and shall not permit any person outside of the United States of America to access or view PHI.

40. Obligations of Customer. Customer shall (i) notify BA of any limitation in Customer's Notice of Privacy Practices to the extent that such limitation may affect BA's use or disclosure of PHI, (ii) notify BA of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such change may affect BA's use or disclosure of PHI, and (iii) notify BA of any restriction on the use or disclosure of PHI to which Customer has agreed in accordance with HIPAA, to the extent that such restriction may affect BA's use or disclosure of PHI.

41. Term and Termination. This Agreement shall become effective on the Effective Date and shall continue in effect until the earlier to occur of (i) termination of all Services Agreements or (ii) termination pursuant to this section. Either party may terminate this Agreement effective immediately if it determines that the other party has breached a material provision of this Agreement and failed to cure such breach within 30 days of being notified by the other party of the breach. If the non-breaching party reasonably determines that cure is not possible, such party may terminate this Agreement effective immediately upon written notice to other party.

42. Effect of Termination. Upon termination of this Agreement, BA shall deliver to Customer the disclosure accounting information as provided in this Agreement and (i) if feasible, return to Customer or destroy all PHI that BA maintains in any form and retain no copies of such PHI, or (ii) if return or destruction is not feasible, notify Customer and extend the protections of this Agreement to the PHI and limit its further use or disclosure to those purposes that make the return or destruction of the PHI infeasible. The requirements of this section shall survive termination or expiration of this Agreement and shall be in force as long as any PHI remains in the custody or control of BA.

43. Destruction of Media (Including Paper). When required under this Agreement and when any PHI is no longer needed by BA to perform the Services and its obligations pursuant to this Agreement and no longer required to be maintained pursuant to HIPAA, the media on which the PHI is stored or recorded shall be destroyed as follows: (i) paper, film, or other hard copy

media shall be shredded or destroyed such that the PHI cannot be read or otherwise cannot be reconstructed; and (b) electronic media shall be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization, such that the PHI cannot be retrieved.

44. Indemnification. BA shall indemnify, defend, and hold harmless Customer and its affiliates, and the directors, officers, representatives, agents, employees, and contractors of each of the foregoing, against any losses, liabilities, damages, awards, settlements, claims, suits, proceedings, costs and expenses (including without limitation reasonable legal fees and disbursements and costs of investigation, litigation, expert witness fees, settlement, judgment, interest, and penalties) resulting from or relating to (i) a Breach of PHI, (ii) breach by BA of any provision of this Agreement, or (iii) the negligence or other legal fault of BA, its directors, officers, representatives, agents, employees, or contractors. BA's obligations specified in this section will be conditioned on Customer's notifying BA reasonably promptly in writing of the claim or threat thereof (whether or not litigation or other proceeding has been filed or served) and on BA's having sole control over the defense of the claim; provided that notification at any time by Customer to BA of the claim shall be considered prompt enough to meet the foregoing condition if any delay in providing BA with notice of the claim is not materially prejudicial to BA. BA shall keep Customer informed of its efforts and shall not settle the claim without Customer's prior written consent (such consent not to be unreasonably withheld).

45. Identity Theft Regulations. To the extent, if any, that BA provides services in connection with one or more Covered Accounts (as defined in the identity theft regulations of the Federal Trade Commission, 16 C.F.R. §681.2 et seq., the "Red Flags Rule"), BA shall (i) maintain and follow policies to detect and prevent identity theft in accordance with the Red Flags Rule, (ii) without undue delay notify Customer of any pattern, practice, or specific activity that indicates the possible existence of identity theft (a "Red Flag") involving any person associated with such a Covered Account or otherwise associated with Customer, (iii) without undue delay take appropriate steps to prevent or mitigate identity theft when a Red Flag is detected, and (iv) cooperate and assist Customer as reasonably requested in Customer's investigation of any Red Flag.

46. Miscellaneous.

46.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State that govern the Services Agreement, without regard to conflict of law principles that would result in the application of any law other than the law of such State, and venue for any dispute under this Agreement shall be the same as the venue for a dispute under the Services Agreement.

46.2 Amendments. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the parties;

provided, however, that upon the enactment of any law or regulation affecting the use or disclosure of PHI, or on the publication of any decision of a court of competent jurisdiction relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, Customer may, by written notice to BA, propose to amend this Agreement in such a manner as Customer reasonably determines necessary to comply therewith, and such proposed amendment shall become operative unless BA rejects such amendment by written notice to Customer within thirty days thereafter, in which case, unless the parties agree on an amendment within thirty days after BA's notice, either party may terminate this Agreement by written notice to the other.

46.3 Notices. Notices and reports given under this Agreement shall be in writing and sent to Customer at Attn: Privacy Officer, CareHere Management, PLLC, 5141 Virginia Way, Suite 350, Brentwood, TN 37027 and to BA at the address shown on the signature page hereof. Such notices shall be deemed delivered (i) when personally delivered, (ii) on the second business day after deposit, properly addressed and postage pre-paid, when sent by certified or registered U.S. mail to the address provided herein, or (iii) on the next business day when sent with next-business-day instruction by recognized overnight document delivery service to the address provided herein.

46.4 Nature of Relationship. BA shall perform all services hereunder as an independent contractor to Customer, and nothing contained herein shall be deemed to create any agency or other relationship between the parties or any of their affiliates. Neither party shall have the right, power, or authority under this Agreement to create any duty or obligation on behalf of the other party.

46.5 Waiver. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of, any right or remedy as to subsequent events.

46.6 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.

46.7 Injunctive Relief. BA acknowledges that the breach or threatened breach by it of any provision of this Agreement may cause Customer irreparable harm and that Customer may not have an adequate remedy for such breach at law, and BA therefore agrees that upon any breach or threatened breach of this Agreement, Customer will be entitled to seek, and BA shall not object to, injunctive relief to prevent BA from commencing or continuing any action that constitutes or would constitute such breach, or to compel BA to take action required under this Agreement or otherwise specifically perform hereunder, without bond, without the need of proof of actual damages, and without prejudice to any other rights or remedies to which Customer may be entitled as a result of a breach of this Agreement.

46.8 Interpretation. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of HIPAA, as amended, or its interpretation by any court or regulatory agency with authority over either party hereto, HIPAA (interpreted by such court or agency, if applicable) shall control. Where provisions of this Agreement are different from those mandated under HIPAA, but are nonetheless permitted by such rules as interpreted by relevant courts or agencies, the provisions of this Agreement shall control.

46.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Such counterparts may be delivered in faxed or scanned electronic form, and each shall be deemed an original.

IN WITNESS WHEREOF, BA and Customer have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

BA (CareHere Management):

By: 

Name: Ben Baker

Title: COO

CUSTOMER (City of Huntsville, AL):

By: _____

Name: _____

Title: _____

ATTACHMENT "F"

INSURANCE REQUIREMENTS

CareHere shall carry insurance of the following kinds and amounts. CareHere shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance services hereunder by the CareHere, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE OF INSURANCE:

1. Commercial General Liability

Contractual Liability
Personal Injury and Advertising Injury
Broad Form Property Damage Liability
Severability of Interests
Waiver of Subrogation

2. Professional Liability:

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, error or omission in the performance of professional services. Coverage will be maintained for at least three years after completion of the professional services and Certificates of Insurance will be submitted to the City within reasonable economic terms. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject Agreement. The professional liability insurance shall contain contractual liability coverage.

3. Automobile Liability:

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms. Waiver of subrogation to be included.

4. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations. Waiver of subrogation shall be included.

5. Employers Liability Insurance:

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

B. MINIMUM LIMITS OF INSURANCE:

1. General Liability:

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

\$3,000,000 General Aggregate Limit

\$1,000,000 Personal & Advertising Injury

\$1,000,000 Each Occurrence

2. Professional Liability:

Insurance may be made on a "claims-made" basis:

\$1,000,000 Per Claim or occurrence

\$5,000,000 Aggregate

3. Automobile Liability:

\$1,000,000 Combined Single Limit per accident for bodily injury and property damage.

4. Workers' Compensation:

As Required by the State of Alabama Statute

5. Employers Liability:

\$100,000 Bodily Injury

\$500,000 Policy Limit by Disease

C. OTHER INSURANCE PROVISIONS:

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages Only:

a. The City, its elected and appointed officials, officers, employees, representatives, agents, and specified volunteers are to be covered as Additional Insured's, as their interests may appear, as respects: liability arising out of services performed by or on behalf of CareHere, its agents, employees, subcontractors, or representatives or automobiles owned, leased, hired or borrowed by the CareHere, its agents, employees, subcontractors, or representatives. The coverage shall contain no special limitations on the scope of protection afforded to the City, and their elected and appointed officials, officers, employees, representatives, agents or specified volunteers. Waiver of subrogation shall be included.

b. CareHere's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, employees, agents, representatives, and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the City, its agents and their officers, officials, employees, representatives or specified volunteers shall be excess of the CareHere's insurance and shall not contribute to it.

c. CareHere's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

a. CareHere is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Cancellation of coverage for non-payment of premium will require ten (10) days' written notice to the City.

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents or specified volunteers.

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers qualified to do business in the State of Alabama with an A. M. Best's rating of no less than A- V.

E. VERIFICATION OF COVERAGE:

The City of Huntsville, Alabama shall be indicated as a Certificate Holder and CareHere shall furnish the City of Huntsville with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City before work or services commence. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS OR OTHERS WORKING FOR CAREHERE

CareHere shall specifically include all subcontractors or other professionals providing services as insured's under its policies or shall furnish separate certificates and/or endorsements for each subcontractor or professional. CareHere shall include all medical professionals working for CareHere as insureds under its policies or shall furnish separate certificates and/or endorsements for medical professional.

G. HOLD HARMLESS AGREEMENT:

1. Other Than Professional Liability Exposures:

CareHere, to the fullest extent permitted by law, shall indemnify, hold harmless, and defend the City of Huntsville, Alabama, its elected and appointed officials, employees, agents and specified volunteers against all claims, costs, damages, losses and expenses, including but not limited to, attorney's fees, caused by, arising out of or resulting from or in connection with the performance of the work, provided that any such claim, costs, damage, loss of expense (1) is attributable to personal injury, including bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from and (2) is caused by, in whole or in part, any active or passive negligent act or omission of the CareHere or any of their subcontractors, sub consultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable. Such

obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. Professional Liability:

CareHere agrees that as respects to negligent acts, errors or omissions in the performance of professional services, to indemnify and hold harmless the City of Huntsville, Alabama, its elected and appointed officials, employees, agents and specified volunteers from and against any and all claims, demands, losses and expenses including, but not limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any such negligent acts, errors, or omissions of the CareHere or any sub-contractors directly or indirectly employed by them or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable.

3. Indemnity:

In claims against any person or entity indemnified under this Paragraph by an employee of CareHere, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for CareHere or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ATTACHMENT "G"

ESTIMATE COSTS OF AGREEMENT

Updated: January 22, 2014
 Proposal effective until: April 22, 2014

Proposed By:



Health Risk Assessment Events
 27 Panel Biometric Screening

City of Huntsville, Al				
	Number	Units	Unit Cost	Total Cost
Total Employees	1,600	Ees		
Health Risk Assessment:				
Health Risk Assessment Cost		Per Test	\$ 50	\$ 80,000
Staffing Requirements:				
Telemedicine (MD) visits- Approximate (65%)	1,040	Visits	\$ 125	\$ 43,333.33
Telephonic (Health Coach) visits-Approximate (35%)	560	Visits	\$ 30	\$ 2,800
1 HRA event per week (7 separate events) (2 days/event)*	84	Hours		
HRA Staff (5 medical staff)**	84	Hours	\$ 25	\$ 10,500
Travel Costs-Mileage***	8400	Miles	\$ 0.55	\$ 4,620
Travel Costs- Time***	210	Hours	\$ 25	\$ 5,250
Administrative Personnel (1)**	84	Hours	\$ 15	\$ 1,260
Travel Costs-Mileage***	1680	Miles	\$ 0.55	\$ 924
Travel Costs-Time***	42	Hours	\$ 15	\$ 630
Overnight Accomodations (6 persons)****	4	nights	\$ 90	\$ 2,160
Overnight Incidentals (6 persons)****	4	nights	\$ 20	\$ 480
Estimated Total Cost:				\$ 151,957

*Assuming 6 hours per day (one hour set-up, four hours blood draw, one hour breakdown)

**The hourly rates are based on estimates. The actual staffing cost will be 100% pass-through with no markup.

***Travel Costs-Mileage are estimated based on utilizing three vehicles.

****Assuming four days where the events begin prior to 7am.