

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Mar 13, 2014

Action Requested By: Human Services

Agenda Type: Resolution

Subject Matter:
CareHere Management of City Clinic.

Exact Wording for the Agenda:
Resolution authorizing the Mayor to execute an Agreement between the City of Huntsville and CareHere Management, PLLC.

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

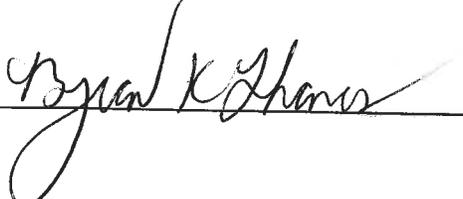
Item to be considered for: Action

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: 3/13/14

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Human Resources Council Meeting Date: 3/13/2014

Department Contact: Byron Thomas Phone # 427-5240

Contract or Agreement: CareHere Management

Document Name: Agreement between the City and CareHere Management

City Obligation Amount:

Total Project Budget:

Uncommitted Account Balance:

Account Number:

Procurement Agreements

Not Applicable	Not Applicable
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Grant-Funded Agreements

Not Applicable	Grant Name: <input style="width: 95%;" type="text"/>
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Department	Signature	Date
1) Originating	<i>Byron Thomas</i>	3-13-2014
2) Legal	<i>Mary C. Cates</i>	3-13-2014
3) Finance		
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

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 seventy-eight (78) pages including Exhibits, and the date of March 13, 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 13th day of March, 2014.

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

APPROVED this the 13th day of March, 2014.

Mayor of the City of
Huntsville, Alabama

CareHere Management, PLLC
City of Huntsville, AL Agreement

This Employer Agreement is made and entered into this ____ day of _____ 20__, by and between the City of Huntsville, Alabama (“Employer” or “City”) and CareHere Management, PLLC, a Tennessee professional limited liability company (“CareHere”).

Recitals:

A. CareHere contracts with public and private 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 place of business to perform certain medical services to the employees of such employers and/or retirees and/or their dependents.

B. The Employer desires for the onsite physicians and other professionals to provide onsite medical services to its employees and retirees.

C. The Employer desires to contract with CareHere and CareHere desires to contract with the Employer for CareHere to arrange for physician and nursing staff to provide certain onsite medical services on behalf of Employer to the employees and retirees of the Employer on the terms and subject to the conditions contained herein.

D. The Employer desires to contract with CareHere and CareHere desires to contract with Employer for CareHere to provide management and non-medical services to assist Employer and physician or physician extenders in providing medical services to Employer’s employees and retirees.

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
SCOPE OF SERVICES PROVIDED

1.01 Scope of Services. CareHere shall provide onsite medical services to the Employer’s eligible employees, retirees and certain dependents and spouses. Such eligibility is defined in Section 1.02 of this Agreement. As used herein, the term “Medical Services” with respect to the Employer includes, when appropriate, but is not necessarily limited to, those services summarized below and also described in Exhibit A as well as in the proposal, documented presentations and best and final offer dated October 18, 2013 provided by CareHere to the City pursuant to the competitive Request for Proposal process. These proposal documents are hereby incorporated by reference herein and are considered to be part of the Contract Documents for this Agreement. The Employer and CareHere may, at any time and from time to time, amend or supplement Exhibit A by properly executed and approved written modification to this agreement.

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

- a. Medical Staffing: Medical Staffing for the City of Huntsville may include, but is not limited to, licensed Physician(s), Mid-Level Provider (Nurse Practitioner/Physician Assistant), Nurses (LPN/RN) and Medical Assistants. In addition, CareHere may provide a Director of Client/Clinic Operations, Patient Centered Healthcare Coordination Nurse, Wellness Team (Registered Dietician, Exercise Physiologist, Behavioral Specialist/Tobacco Cessation Coach, and Pharmacist).
- b. Primary Medical and Health Services: Primary Medical and Health Services for the City of Huntsville may include, but are not limited to, onsite primary, acute and episodic care; patient physicals, minor triage and stabilization for worker's compensation injuries; and onsite collection of laboratory specimens. The Best and Final Offer has been attached for reference as Exhibit B.
- c. Wellness & Disease Management: Wellness and Disease Management services for the City of Huntsville may include, but are not limited to, an annual Health Risk Assessment (HRA) Questionnaire and blood draw for CareHere's Standard Biometrics screening for each patient; patient results of HRA/Biometrics to include a personalized cover letter, summarized lab results, color-coded health summary, and a core report of results; physician evaluation of all HRA results would categorize patients into one of the CareHere Triage Levels (one through five), as defined in Exhibit C, with Level 3 or 5 being considered high-risk or critical which would require a plan of action, and if necessary, referral of patient to Primary Care Physician (PCP) or Wellness Coach; wellness coaches coordinate disease and case management to target chronic conditions by referring patient into one or more of CareHere's wellness and chronic disease management programs.
- d. Technology: Technological services for the Employer include, but are not limited to, Electronic Medical Record (EMR) System which allows for the sharing of contents with outside providers, the ability to separate occupational health/worker's compensation notes from primary care notes within the EMR while maintaining HIPAA compliance, and the transmission of eligibility and claims data in a fully integrated 837 file; patient interaction would allow for accessibility of notes by onsite-clinic medical provider, wellness coaches, 24/7 nurse line providers, and any outside providers; patients have access to EMR system as well as an online appointment scheduler; CareHere Connect is a wellness tracking application available to patients that is accessible by smart phone;
- e. Support Services: CareHere Support Services for the City of Huntsville include, but are not limited to, a 24/7 call center to address the health concerns of patients, ongoing marketing and communications, as described on pages 74 and 75 of the CareHere proposal attached to this Agreement as Exhibit D, and online education tools and employee wellness events.
- f. Clinical Outcome Services: Data Analytics are available to the City in aggregate form to assist in the early identification of high-risk cases with clinical predictive modeling, integration of claims, member demographics and benchmark data, secure online analytical tools, scheduled and on demand reporting that could help the City control health costs, measure performance and assess risks.
- g. Workers Compensation/Occupational Health Services: Pursuant to Section 2.03 and consistent with the eligibility requirements in Section 1.02, Workers Compensation/Occupational Health

Services for the City of Huntsville may include, but are not limited to, Department of Transportation (DOT) physicals, pre-employment physicals for new hires, hearing testing, hearing protection training, Hearing Conservation Program Management; Fitness for Duty Exams conducted upon request of an authorized City Representative; Respiratory Fit Testing for firefighters, special police personnel and Water Pollution Control plant operators; Pulmonary Function Testing; EKG Testing; Lift Testing; HazMat/Bomb Squad/SWAT Physicals and Police and Fire Cadet Pre-Placement Physicals, with all police physicals satisfying those requirements set forth by the Peace Officers' Standards and Training Commission, and all firefighter physicals satisfying those requirements set forth by the Alabama Fire College and Personnel Standards Commission; Drug and Alcohol Breath Testing administered upon request of an authorized City Representative, pursuant to City of Huntsville Policy and Procedures and conducted by urine collectors and breath alcohol technicians who have met qualification training in accordance with DOT Federal Rules and Regulations; and Treatment of Work Related Injuries and Bloodborne Pathogen Exposures, coordinated through the City's authorized Worker's Compensation Representative and adherence to existing City of Huntsville protocols and State of Alabama laws, including medical management, ergonomic job analysis, coordination of care and referral to specialists, integrated disability case management, and onsite or near-site physical therapy. Upon request of Employer, CareHere shall also work to establish alliances with local hospitals, or other third parties, to provide specialized services requested by Employer.

- h. Pharmaceutical Dispensary Services: CareHere shall stock, operate, manage, and control a pharmaceutical dispensary service to provide generic medications as referenced in Exhibit B, or as otherwise agreed to by the parties and applicable to the patient population as determined by the Medical Professionals, to Individuals Eligible for Services, as defined in Section 1.02, in accordance with an inventory formulary agreed upon by CareHere and the City based on City of Huntsville utilization for acute care and maintenance medications; up to a 90-day supply, or as otherwise agreed to by the parties and applicable to the patient population as determined by the Medical Professionals, of generic, maintenance medications available to patients at no cost; a pharmaceutical mail order program; and immunizations to include flu vaccinations and other vaccines determined to be necessary by the Employer. A sample formulary is included herein, for reference purposes only, as Exhibit E. However, prior to the opening of the Clinic the parties shall develop and agree upon an initial formulary to be stocked in the Clinic dispensary based on the needs of the Employer in accordance with the Employer's experience with its Group Health Plan usage and projected needs. This formulary may be modified by mutual agreement of the parties in order to maintain the inventory most advantageous to the City and its health plan participants. Controlled substances shall not be included in the pharmaceuticals maintained in inventory. The pharmaceutical inventory shall only be dispensed consistent with applicable laws and regulations.

1.02 Individuals Eligible for Services. Generally all City of Huntsville employees and elected and appointed officials; all dependents of employees and elected and appointed officials, over 3 years of age, who are covered on the City of Huntsville group health plan; all retiree and retiree dependents over 3 years of age who are covered on the City of Huntsville group health plan; and all former employees and their dependents over 3 years of age who are continuing coverage on the City of Huntsville group health plan through COBRA shall be eligible for the services, other than the Workers Compensation/Occupational Health Care, provided through this agreement. Individuals Eligible for Workers Compensation Services, as described in Section 1.01(g) include any City of Huntsville employee or elected or appointed official injured as the result of a work-related accident or

exposure for treatment related to the work-related injury, illness, or exposure and any former City of Huntsville employee requiring continued treatment for a City of Huntsville work-related injury, illness, or exposure as coordinated through the authorized City Representative. Individuals Eligible for Occupational Health Care Services, as described in Section 1.01(g), as coordinated by the authorized City Representative, include any City of Huntsville applicant for pre-employment physical exams, including police and fire pre-placement physical exams, any City of Huntsville employee or applicant who requires drug and/or alcohol testing, respiratory fit testing, hearing testing or hearing protection training, Fitness for Duty Exams, EKG testing, HazMat, Bomb Squad and/or SWAT physical exams, or lift testing. CareHere and the Employer shall coordinate with each other to assure that eligibility records and documentation are updated periodically to indicate the individuals authorized for services.

ARTICLE II PROVISION OF PHYSICIAN OR PHYSICIAN EXTENDERS

2.01 Provision of Medical Professional. CareHere shall arrange for a Physician(s) (either MD or DO) or Physician Extenders (Nurse Practitioner(s) or Physician Assistant(s)) and/or nurses (L.P.N or R.N.) hereafter collectively referred as “Medical Professionals”, and/or medical assistants (“Medical Assistant”) to be located at the offices of Employer to provide the Medical Services (as defined herein) to the Individuals Eligible for Service, as defined in Section 1.02. CareHere is not committing to arrange for a particular person as the Medical Professional/Medical Assistant and, at any time and from time to time, CareHere may change the Medical Professional/Medical Assistant. For initial staffing of the Clinic to be managed by CareHere, the Medical Professionals that are currently staffing the clinic and are not City employees shall be given consideration for employment for clinic staffing positions. However, nothing in this Agreement shall be construed as requiring CareHere to employ or contract with such Medical Professionals. In any event, Employer shall have the opportunity to interview all final Medical Professional candidates identified by CareHere. Employer shall also have the right to have CareHere remove a Medical Professional upon written notice, which notice shall specify the time by which the Medical Professional shall be removed.

2.02 Standards of Medical Professional Performance. CareHere shall contract with an independent Physician such that the Physician is obligated to perform or deliver the following, supported by other Medical Professional(s) and/or Medical Assistant(s) under the Physician’s direction, control, and supervision, if applicable:

- a. All Medical Professionals shall determine his or her own means and methods of providing Medical Services in connection with this Agreement.
- b. All Medical Professionals and Medical Assistants shall comply with all applicable laws and regulations with respect to the licensing and state regulations.
- c. All Medical Professionals and Medical Assistants shall provide the Medical Services in a manner consistent with all applicable laws and regulations and in a professional manner consistent with Medical Services provided in the community.

- d. All Physicians and Physician Extenders shall maintain, during the term of this Agreement, Appropriate Credentials including:
- (1) A duly issued and active license to practice medicine and prescribe medication in the State of Alabama,
 - (2) A good standing with his or her profession and state professional association,
 - (3) The absence of any license restriction, revocation, or suspension,
 - (4) The absence of any involuntary restriction placed on his or her federal DEA registration, and
 - (5) The absence of any conviction of a felony.
- e. In the event that any Medical Professional (1) has his or her license to practice medicine or prescribe medication restricted, revoked or suspended, (2) has an involuntary restriction placed on his or her federal DEA registration, (3) is convicted of a felony, or (4) is no longer in good standing with his or her professional or state licensing authority, CareHere shall promptly remove that Medical Professional and replace such Medical Professional with another Medical Professional that meets the requirements of Section 2.02 (d). CareHere shall require any Physician to remove and promptly replace any Medical Professional whom the Physician has authority over, Medical Assistant or other Health Professional (as defined in Section 2.08) who has his or her professional license restricted, revoked or suspended, is convicted of a felony, or is no longer in good standing with his or her professional or state licensing authority.
- f. CareHere shall require the Physician to ensure that any other Medical Professional whom the Physician has authority over, Medical Assistant or other Health Professional complies with the requirements of this Section 2.02 with respect to performance, licensing, certification, and good standing, as applicable, except as otherwise provided in Section 2.08 with respect to medical doctor interns and residents. CareHere shall require any Medical Professional to notify CareHere immediately in the event the Medical Professional learns of the possibility that any of the events specified in Section 2.02(e) may occur with respect to the Medical Professional, any Medical Assistant or any other Health Professional, and CareHere shall immediately notify the Employer of such notification, so that the Employer can determine whether or not to exercise its right to remove the Medical Professional pursuant to Section 2.01.
- g. This agreement and the independent contractor agreement in which CareHere has agreed to arrange for Medical Professionals to be located at Employer's work site is intended to comply with Alabama regulations that allow an Employer to hire a physician to treat the Individuals Eligible for Services, as defined in Section 1.02.

2.03 Scheduling of Services. CareHere shall contract with the Medical Professional/Medical Assistant for the Medical Professional and/or Medical Assistant to provide the Medical Services at a location(s) and schedule agreeable with Employer. Both CareHere and the Employer shall agree

upon a target clinic opening date for the Medical Professional and/or Medical Assistant to begin delivering Medical Services. The Medical Professional shall be working on behalf of the Employer consistent with Alabama law and regulations. The Clinic shall initially offer Primary Medical and Health services as defined in Section 1.01(b). The parties agree that Occupational Health and Worker's Compensation Services (beyond triage) shall be added as a second phase to the Clinic as soon as practicable but no later than the last quarter of the first year of operation of the Clinic by CareHere. Until such time that CareHere has added the Occupational Health and Worker's Compensation Services, the CareHere medical professional staff shall assist the Employer's staff as necessary in providing initial drug and alcohol testing services, with referrals to the Occupational Health Group (OHG) located in the Huntsville Hospital Medical Mall for Medical Review Officer services and as otherwise necessary. Substance Abuse Professional (SAP) for the City's Drug and Alcohol program shall be selected after consultation with the City's authorized representative.

2.04 Place of Services. The Employer shall provide the Medical Professional examination room(s) at Employer's place of business or other location mutually agreed to by Employer and CareHere. Such examination room(s) shall be reasonably satisfactory, in the judgment of the Medical Professional, for the provision of the Medical Services. CareHere shall supply the Employer with example clinic facility floor plans along with minimum facility requirements including, but not limited to, minimum exam room space, cabinetry, counter space, lockable medication storage, internet connectivity needs, and telephone and fax connectivity needs. CareHere will negotiate and contract with a Telephone, fax and internet connectivity provider to install, maintain, and operate said services. All associated expenses will be passed through in accordance with Section 3.03. CareHere will secure necessary computer hardware and software. All associated expenses will be passed through in accordance with Section 3.03. The Employer agrees to coordinate, manage, fund and oversee any construction and/or renovation required to provide the Place of Service, including internet, phone and fax connectivity installation. The Employer agrees that the Place of Service will be prepared, cleaned, and ready for CareHere to occupy at least two weeks in advance of the targeted clinic opening date. A copy of the proposed layout of the Clinic facility, which is mutually satisfactory to the parties, including the examination rooms, is set forth as Exhibit F. The Employer shall provide regular janitorial services of the Clinic facility during the term of the Agreement.

2.05 Equipment and Supplies. Per Article III of this Agreement, the Employer shall reimburse CareHere for the cost, without any mark-up by CareHere, of equipment and supplies including, but not limited to, the items listed in Exhibit G (in addition to a chair, a desk, a file cabinet and office supplies, all of which shall also be obtained by CareHere and submitted to the Employer for reimbursement). Prior to purchasing any equipment and supplies for the set-up of the Clinic, CareHere shall review the City's existing clinic equipment and supplies and shall strive to use current City owned equipment and supplies to the fullest extent possible, as a cost saving measure, in supplying the Clinic. The Medical Professional shall notify, at any time and from time to time, CareHere of the quantity of such equipment and such supplies which the Medical Professional reasonably requires in connection with the provision of the Medical Services and the date by which such equipment and such supplies are required and CareHere shall provide such equipment and such supplies by such date and be reimbursed by Employer. During the term of this Agreement all medical equipment furnishings of the Clinic shall be maintained and repaired by CareHere. Any equipment and supplies acquired for the Clinic through this Agreement shall become the property of the City at the end of the performance period.

2.06 Professional Liability Insurance. CareHere shall ensure that the Medical Professional maintains, throughout the term of this Agreement, professional liability insurance covering the acts and omissions of the Medical Professional. To comply with this obligation, CareHere shall add the Medical Professional as an insured in a professional liability insurance program having minimum coverage limits equal to or greater than the minimum annual coverage amounts required by the Employer's state with an insurance company reasonably satisfactory to CareHere. Annually, CareHere shall provide Employer proof of such professional liability insurance maintained by the Medical Professional. Specific minimum Professional liability insurance requirements along with other insurance requirements for CareHere are set forth in Exhibit H.

2.07 Responsibilities of Parties. The Employer and CareHere are independent contractors. The Medical Professional shall be solely responsible for his or her actions and /or omissions and the actions and/or the omissions of any agent or any employee used by him or her (including without limitation any Medical Assistant or other Health Professional) in connection with providing the Medical Services contemplated by this Agreement. Neither the Employer nor CareHere shall have any control or involvement in the independent exercise of medical judgment by the Medical Professional and/or any Medical Assistant or other Health Professional, and neither the Employer nor CareHere shall incur any liability for the actions or the omissions of the Medical Professional and/or any agent or any employee used by the Medical Professional (including without limitation any Medical Assistant or other Health Professional) in connection with this Agreement. CareHere agrees to indemnify and hold harmless Employer from and against any cost, damage, expense, loss, liability or obligation of any kind, including, without limitation, reasonable attorney's fees, which Employer may incur in connection with CareHere's arranging for Medical Professionals, Medical Assistants or other Health Professionals to be present, or with the medical services provided by them, under this Agreement. However, such indemnification by CareHere shall not be construed to mean malpractice insurance in any manner. Said indemnity obligation shall be supported by appropriate liability insurance with minimum limits required by the Employer's state.

2.08 Other Licensed Health Professionals. The Employer agrees and acknowledges that Medical Professional may from time to time have other Health Professionals, as defined in the next sentence, assist the Medical Professional and/or replace the Medical Professional during his or her regularly scheduled time at the Employer's place of business in the event of an emergency at the hospital or at the Medical Professional's office (provided, however, that CareHere will require the Medical Professional to ensure that the services provided by replacement individuals do not exceed the scope of their professional training and licensure). "Health Professional" shall mean a duly licensed nurse, medical doctor and licensed physician's assistant. Section 2.07 shall apply in the same manner to the Health Professional as such section applies to the Medical Professional. CareHere shall also ensure, or require the Medical Professional to ensure, that all Health Professionals who provide services hereunder have insurance coverage consistent with the requirements of Section 2.06. From time to time the Medical Professional, upon consent of an employee of the Employer and/or spouse or dependent of the employee, may have medical doctors that are interns or residents associated with one of the medical schools in the state observe and assist the Medical Professional for educational and teaching purposes under the Medical Professional's direct supervision. The same level of professional standards as set forth in Section 2.02 shall apply as well to Health Professionals, other than medical doctor interns and residents working under the direct supervision of the Medical Professional.

2.09 Cost of Living Increases. On an annual basis, cost of living increases for medical professionals will be agreed upon by CareHere and Employer.

2.10 Billing. CareHere shall contract with the Medical Professional that the Medical Professional shall not bill or otherwise solicit payment from Individuals Eligible for Services, as defined in Section 1.02, or Employer, or from the Employer's group health plan for the Medical Services provided by the Medical Professional.

2.11 Medical Records. CareHere shall contract with the Medical Professional for the Medical Professional to maintain medical records with respect to all of the patients, all of which medical records shall be maintained in a professional manner consistent with the accepted practice of the community in which the Medical Professional provides the Medical Services in connection with this Agreement. CareHere shall also require the Medical Professional comply with the HIPAA privacy standards. All patient records maintained by the Medical Professional in connection with this Agreement shall be the sole property of the Medical Professional and CareHere.

The Employer understands and agrees that all of the medical records and other protected health information maintained by the Medical Professional will be held by the Medical Professional in strictest confidence, and that the Employer will not be entitled to have access to the medical records maintained by the Medical Professional, in the absence of an appropriate written authorization from the patient/employee or other valid legal reason, which shall include, but is not limited to, permitted disclosures pursuant to applicable law, including but not limited to federal, state and local statutes, regulations and ordinances, relating to workers compensation and occupational medicine.

In the event of termination for any reason, CareHere agrees to electronically transfer all medical records 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 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.

2.12 Reports. CareHere shall provide to the Employer within 60 days following each 12-month period of operations, and more frequently as reasonably requested by the Employer, standard and custom written reports with respect to the provision by the Medical Professional of the Medical Services during the immediately preceding applicable period. The written reports shall be in form reasonably satisfactory to each of the Employer and CareHere and it is contemplated that the written report will report as a minimum (a) the number of employees, retirees, spouses and dependents treated by the Medical Professional during such immediately preceding 12-month period, (b) the number of employees and retirees for whom work-related treatments were provided and (c) the number of employees, retirees, spouses and dependents for whom primary care services were provided. Other standard reports include, but are not limited to, annual HRA and Biometric Screening participation, primary care/disease management outcomes, clinic utilization, participant satisfaction, and financial reports. Custom reports may include, but are not limited to, HRA reports, data analytics, appointment/encounter records, biometric and lab screening results, cost of care/predictive modeling, medication reports, procedure reports, diagnosis reports, utilization reports, eligibility reports,

provider reports, and wellness reports. Such standard and custom reporting shall provide reliable, meaningful data and be provided at no additional cost to Employer. All reports shall be sent to the Employer's HIPAA Privacy Officer(s) in accordance with Exhibit K of this Agreement.

The Employer agrees to provide CareHere detailed medical claims and prescription drug claims information and demographic data for at least the 36-month period prior to the effective date of this Agreement. Employer agrees to provide CareHere detailed medical claims and prescription drug claims information and demographic data on an ongoing yearly basis. The claims information and demographic data will be provided in an electronic format and content suitable to CareHere. Prior to receipt of any data, CareHere agrees to establish appropriate Business Associate Agreements with Employer (see Exhibit I & J) and any administrator or agency designated by the Employer as the source for the data.

2.13 Noncompliance by the Medical Professional. In the event that the Employer becomes aware of any failure by the Medical Professional to comply with the obligations of the Medical Professional which are contemplated by this Agreement, the Employer shall immediately provide written notice to CareHere of such failure, which written notice shall describe the failure in reasonable detail, and CareHere shall use its best efforts to address such failure. In the alternative, CareHere may arrange for the substitution of another person as the Medical Professional. As provided in Section 1.01, Employer shall have the right to require the immediate removal of the Medical Professional by CareHere.

2.14 Job descriptions. Standard job descriptions for Clinic medical professionals and staffing are included herein, for reference purposes only, in Exhibit L. Further, a sample medical professional contract for employed physicians and mid-levels is attached as Exhibit M.

ARTICLE III COMPENSATION

3.01 Initial Set-Up Fee. The Employer is responsible for the expense of setting up the clinic. Upon execution of this Agreement, the Employer shall pay to CareHere an initial set-up fee of \$78,000, which is based on setting up six exam rooms, two of which will be used for Occupational/Workers Compensation services, to cover CareHere's purchase of the equipment and the supplies listed on Exhibit G, CareHere's travel during clinic set-up and any other clinic set-up expenses, including initial medications for dispensary. If cost of the actual expenses, without any mark-up, totals less than the initial set-up fee, the Employer will receive a credit for the difference; if the expense exceeds the initial set-up fee, CareHere will bill the Employer for the difference, which the Employer will pay in 15 days. Any initial set-up fee for any Worker's Compensation/Occupational Health Services, above and beyond those to be provided pursuant to this Agreement and delineated in this Agreement, will be an additional amount agreed upon by CareHere and the Employer.

3.02 Monthly Fee. Monthly invoicing by CareHere will commence upon the targeted opening date agreed upon per Section 2.03 of this Agreement. Each invoice will contain the employee fee, including elected and appointed officials, and the retiree fee according to the terms listed below.

- (a) No later than the 15th day of each calendar month immediately following the receipt of the CareHere invoice, the Employer shall pay to CareHere the amount of \$23.00 per employee, including elected and appointed officials, per month for arranging for the Medical Professional and the other services provided under this Agreement during the immediately preceding calendar month.
- (b) No later than the 15th day of each calendar month immediately following the receipt of the CareHere invoice, the Employer shall pay to CareHere the amount of \$12.00 per retiree per month for arranging for the Medical Professional and the other services provided under this Agreement during the immediately preceding calendar month.
- (c) Once Workers Compensation/Occupational Health Services, as described in Section 1.01(g), have commenced, in accordance with Section 2.03, no later than the 15th day of each calendar month immediately following the receipt of the CareHere invoice, the Employer shall pay to CareHere a management fee for the coordination of such services equal to thirty percent (30%) of the staffing costs associated with the provision of Workers Compensation/Occupational Health Services. For illustrative purposes, the management fee for Workers Compensation/Occupational Health Services for the first year is estimated at \$80,400, based on 30% of the estimated staffing costs of \$268,000 as delineated in Exhibit B. In the event the staffing costs are more or less than the estimate, the management fee shall be adjusted accordingly.

3.03 Ongoing Operational Expenses. In advance of the first day of each month, CareHere shall submit an amount equal to the sum of the estimate of that month's medical expenditures and an adjustment from prior months' actual expenditures for all expenses required to operate and maintain the Employer Clinic in order to provide the Medical Services under this Agreement. These expenses may include, but are not limited to, Medical Professional and/or Medical Assistant costs, reimbursement to Medical Professional for medical malpractice insurance, other required insurance, Medical Professional and Medical Assistant training expenses, approved medical staff travel expenses, required taxes (federal, state, local, or other), ongoing marketing and communications, MRO services, maintenance and repair of medical equipment, medical supplies, medications, laboratory expenses, office supplies, equipment and other items that may be required by CareHere or the Medical Professional to provide the Medical Services under this Agreement, as well as any costs described in the proposal, documented presentations and best and final offer dated October 18, 2013 provided by CareHere to the City pursuant to the competitive Request for Proposal process, and any sales taxes (federal, state, local, or other) incurred by CareHere to purchase items necessary to provide the Medical Services under this Agreement. On an annual basis, CareHere and the Employer will negotiate appropriate Cost of Living Adjustments to be enacted for Medical Professionals. The Employer shall be responsible to pay CareHere such amount invoiced no later than the 15th day of the calendar month immediately following the receipt of the CareHere invoice. Past due amounts are subject to a finance charge of 1.5% per month.

3.04 Health Risk Assessments and Biometric Screenings. CareHere agrees to provide, equal to the number of persons for whom the Employer pays a per month fee pursuant to Section 3.02(a) and 3.02(b), an annual Health Risk Assessment and Biometric Screening at no additional charge to the

Employer. For annual Health Risk Assessments and Biometric Screenings performed in excess of the number of employees covered by the Employer's group health plan, any additional cost shall be passed through to Employer at no additional mark-up, in accordance with Section 3.03.

3.05 Extra Workers Compensation/Occupational Health Services. When Worker's Compensation/Occupational Health Services beyond any described in this Agreement are to be provided, then Employer shall pay to CareHere a yet to be quoted amount to be agreed upon by CareHere and Employer.

3.06 Travel & Living Expenses. Following the initial opening of the Employer clinic, CareHere shall receive reimbursement for any annual cumulative travel expenses outside the customary and reasonable travel expenses incurred by CareHere in its provision of services and not otherwise provided for in this agreement. Travel expenses associated with the ordinary running of the Clinic are considered customary and reasonable. Travel expenses not considered customary and reasonable include, but are not limited to, travel expenses for unscheduled requested visits, administration of special onsite health programs, and presentations, conferences and visits from non-local CareHere executives, employees, and contractors requested by Employer and not contemplated by this agreement. CareHere shall make reasonable efforts to control the costs associated with such travel and in no event shall Employer be responsible for reimbursement under this Section 3.06 of more than \$5,000 per annum.

3.07 Pharmaceutical Dispensary Costs. Medication and Vaccination costs shall be paid by the Employer on a cost reimbursement basis with no mark-up or other fees.

3.08 Credit to Employer for Certain Costs Incurred for CareHere to Perform Health Risk Assessments and Biometric Screenings. The parties acknowledged, agree and recognize that in accordance with the terms and conditions of Section 2.05 of that contract dated January 23, 2014 between CareHere and the City of Huntsville, Alabama for Health Risk Assessments and Biometric Screenings and approved by City of Huntsville Resolution No. 14-71, the City shall receive credits against any amounts payable to CareHere pursuant to this Contract. Further, the parties agree that execution of this Agreement on or before March 15, 2014 shall extend and satisfy the six (6) week time limitation set forth in Section 2.05 of the above mentioned contract.

ARTICLE IV TERM AND TERMINATION

4.01 Term. This Agreement shall be for a term of three years following the actual opening date of the Employer Clinic to commence delivery of care to patients, subject to earlier termination in accordance with this Agreement. Unless either the Employer or CareHere gives written notice of nonrenewal to the other party at least sixty (60) calendar days prior to the end of the initial term or of any renewal term, this Agreement shall be automatically renewed for additional periods of three (3) years each.

4.02 Effect of Expiration or Termination. The expiration or the termination of this Agreement shall not affect the obligation of the Employer to pay compensation to CareHere or pay for any

outstanding invoice for the period prior to such expiration or termination and shall not affect the obligation of CareHere to provide monthly reports for the period prior to the effective date of such expiration or such termination.

4.03 Non-Compete. In the event of Termination, for a period of one (1) year, Employer shall not use the onsite professional healthcare services of Medical Professionals and Medical Assistants arranged for by CareHere. However, this Section 4.03 shall not apply to any Medical Professionals that worked in the clinic immediately prior to this Agreement, were given consideration for employment by CareHere pursuant to Section 2.01 and were subsequently hired by CareHere.

ARTICLE V MISCELLANEOUS

5.01 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 accordance with this Section 4.01. All notices and other communications shall be (a) mailed by certified or registered mail, return receipt requested, postage pre-paid, (b) by electronic mail, (c) personally delivered or (d) sent by facsimile with a receipt confirmation. Notices mailed pursuant to this Section 4.01 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 Stephens
City of Huntsville Clinic
P.O. Box 308
Huntsville, Alabama 35804
256 883-3726
Email: Pamela.stephens@huntsvilleal.gov
Facsimile: 256-883-3674

CareHere Management, PLLC

Ben Baker
CareHere
5141 Virginia Way, Suite 350
Brentwood, Tennessee 37027
615 275-9676
Email: bbaker@carehere.com
Facsimile: 615-469-6181

5.02 Transferability. Except as provided in Section 4.07, 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.

5.03 Entire Agreement Amendment. 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.

5.04 Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the internal laws of the State of Alabama, without giving effect to its conflict of laws provisions.

5.05 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.

5.06 Access to Books and Records. Both CareHere and the Employer agree to provide access to their books and records, as they relate to this Agreement, to the other party.

5.07 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.

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

5.09 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.

5.10 Headings. Section headings contained in this Agreement are for reference purposes only and shall not be construed as part of this Agreement.

5.11 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.”

(The remainder of this page intentionally left blank.)

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: 3/2/14
Signature: 
Print Name: Ben Baker
Title: Chief Operating Officer
Address: 5141 Virginia Way
Suite 350
Brentwood, TN 37027

City of Huntsville, AL

Date of Signature:
Signature:
Print Name:
Title:
Address:

EXHIBIT A

SCOPE OF SERVICES

Medical Services to be provided by the independent on-site Medical Professional may include, but are not limited, to the following:

Primary Medical and Health Services

- Chronic illness evaluation, treatment and management
 - Diabetes
 - High Cholesterol
 - Etc.
- Acute Conditions
 - Sore throats/ears/headache
 - Cough, Sinus
 - Strains/sprains/musculoskeletal problems
 - Acute urinary complaints
- Immunizations
- Sports Physicals
- Annual Physical Exams
- Preventive Care
- Patient Medication Adherence
- Plan of Care Compliance
- Lab testing
- Medication dispensements
- Employment Related Activities
 - Drug and Alcohol Testing, as requested
- Minor triage and stabilization
 - Pre-employment and routine physicals
 - Pre-employment drug testing
- Personal hygiene related problems
- Ordinary and routine care of the nature of a visit to the doctor's office

Workers Compensation/Occupational Health Services

- Workers' Compensation
 - Medical Management of Work Related Injuries/illnesses
 - Ergonomic Job Analysis
 - Coordination of Care/Collaborative Model
 - Maintain Productivity
 - Restriction of Work vs. Disability
 - Integrated Disability Case Management Systems Approach
 - Understanding Workplace Culture
 - Negotiate & Manage Referrals
 - Disability Management
 - Understanding Clients Environment

- Control Costs
- Preserve Patient Satisfaction
- Occupational Conditions
 - DOT Physicals
 - Random Drug Testing Program
 - Assist with Job Placement
 - Hearing Testing
 - Hearing Protection Training
 - Hearing Conservation Program Management
 - Fit for Duty (FFD) Exams
 - Respiratory Fit Testing
 - Spirometry Testing (Pulmonary Function Testing)
 - EKG Testing
 - HazMat Physicals
 - Lift Testing
 - Breath Alcohol Testing (BAT)

Long Term Prevention Programs Included

- LabInsight Health Risk Assessment with comprehensive blood draw analysis
- Aggregate data analysis from your employee population that allows us to develop just the right programs for you
- Pharmaceutical Program Management tailored to your specific population
- Physician/Nurse "Reach Out" Program to touch the people with the highest health risks
- Population Health Management programs targeted for the greatest impact (obesity, diabetes, high blood pressure, etc.)
- Wellness/Disease Management – we proactively assign a “coach” to help those employees with the greatest need
- Self-Care Education Tools and Manual online and in print form
- Comprehensive Health Education Training
- Physician Health Seminars
- Population Promotions

Program Enablers and Infrastructure Included

- 800 Customer Support
- 24x7 Online Scheduling System
- Online Medical Management & Tracking System
- Clinic Best Practices Sharing
- Clinic Inventory Management (supplies, medications, etc.)
- Physician Recruiting
- Medical Assistant Recruiting
- Physician Management
- Medical Assistant Management
- Analysis, Trends, Reporting & Survey Results

EXHIBIT B
BEST AND FINAL OFFER



THE CITY OF HUNTSVILLE



Care *Here!*
Right. Here.

CareHere, LLC
5141 Virginia Way
Suite 350
Brentwood, TN 37027

OCTOBER 18, 2013

Primary Care Cost Breakdown

Projected Visit Total Year One: 8,689

Staffing Cost		
Position	Hours Per Week	Year 1 Cost
Medical Doctor	33	\$ 206,250
Mid-Level Provider	33	\$ 123,750
Nurses	66	\$ 132,000
Nurse - Patient-Centered Healthcare	7	\$ 14,000
Total Staffing Cost		\$ 476,000

Pharmaceutical Dispensary																									
Dispensary Cost:	\$ 235,443																								
<i>200 - 250 Types of Prescriptions Dispensed On-Site</i>																									
<i>Sample Pharmaceutical Classes Included:</i>																									
(Not Limited to the Following List)																									
<ul style="list-style-type: none"> o Anti-infective o Anti-hypertensive o Anti-hyperlipidemics o Antidepressants 	<ul style="list-style-type: none"> o Anti-diabetics o Antihistamine o Acid Reflux Medications 																								
<i>Marketplace Cost per Pill Comparison Examples:</i>																									
<table border="1"> <thead> <tr> <th>Name Brand</th> <th>Marketplace Price</th> <th>Generic or Equivalent</th> <th>CareHere Price</th> </tr> </thead> <tbody> <tr> <td>Nexium</td> <td>\$ 5.71</td> <td>Esomeprazole Magnesium</td> <td>\$ 0.15</td> </tr> <tr> <td>Prilosec</td> <td>\$ 1.02</td> <td>Omeprazole</td> <td>\$ 0.16</td> </tr> <tr> <td>Protonix</td> <td>\$ 1.17</td> <td>Pantoprazole</td> <td>\$ 0.15</td> </tr> <tr> <td>Lipitor</td> <td>\$ 5.00</td> <td>Atorvastatin</td> <td>\$ 0.08</td> </tr> <tr> <td>Claritin</td> <td>\$ 1.00</td> <td>Loratadine</td> <td>\$ 0.06</td> </tr> </tbody> </table>	Name Brand	Marketplace Price	Generic or Equivalent	CareHere Price	Nexium	\$ 5.71	Esomeprazole Magnesium	\$ 0.15	Prilosec	\$ 1.02	Omeprazole	\$ 0.16	Protonix	\$ 1.17	Pantoprazole	\$ 0.15	Lipitor	\$ 5.00	Atorvastatin	\$ 0.08	Claritin	\$ 1.00	Loratadine	\$ 0.06	
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Claritin	\$ 1.00	Loratadine	\$ 0.06																						

Labs and Supplies	
Year One Cost (Average of \$8 per Visit)	\$ 71,470

CareHere Administrative/Management Fee	
Annual Expense (Based on the Current Employee and Retiree Count)	\$ 672,144
<i>Includes the Following:</i>	
CareHere Corporate Staff	
Account Manager - Director of Client Operations	
Wellness Programs	
Wellness Coaches	
Wellness Tracking Application/Online Wellness	
2,308 Health Risk Assessments (Behavior Analysis)	
2,308 Biometric Screens (Blood Draw with 26 Lab Panels)	
Marketing	
Electronic Medical Records System	
IT	
Reporting	
Data Analytics	
Appointment Scheduler (Online & 24/7 Phone Line)	
*See Full Service List on Page 7	

Clinic Set-Up	
Equipment & Set-Up	\$ 53,000
<i>Clinic Set-up (Non-Recurring Expense)</i>	
3 Exam Rooms	1 Restroom
1 Nurse/Lab Station	1 Waiting Room
1 Dispensary	1 Break Room

Total Year 1 Cost:	\$ 1,508,057
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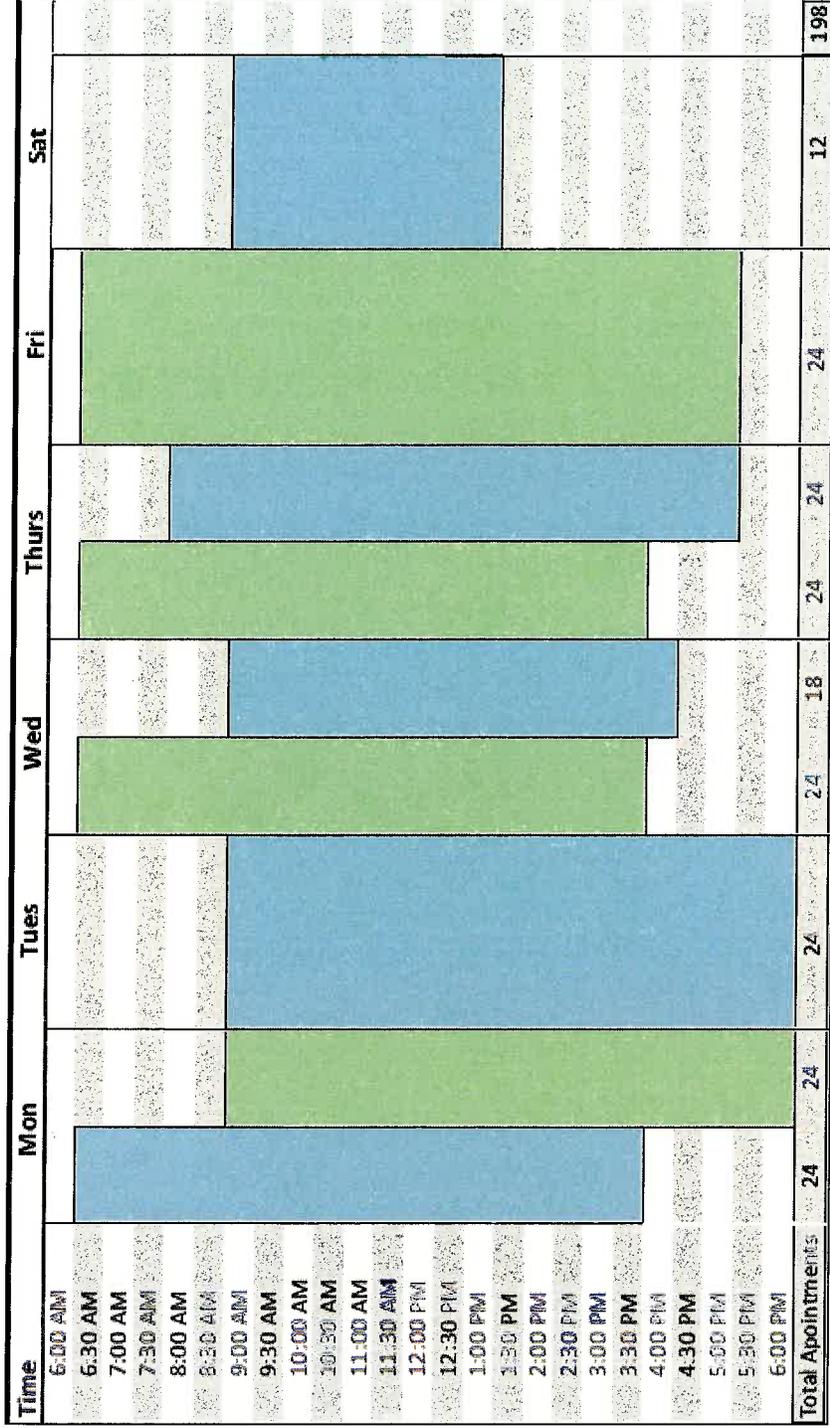
All In Per Employee Per Month (PEPM) for Employees and Retirees	\$ 47.51
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Primary Care ROI Years 1 - 5

Return on Investment				Net Savings
Year One	\$1	to	\$ 1.41	\$ 623,062
Year Two	\$1	to	\$ 1.69	\$ 1,031,587
Year Three	\$1	to	\$ 2.16	\$ 1,801,948
Year Four	\$1	to	\$ 2.63	\$ 2,603,124
Year Five	\$1	to	\$ 3.07	\$ 3,436,347
Total ROI:	\$1	to	\$ 2.19	\$ 9,496,069

Clinic Provider Hours of Operation

Total Visits Included Year 1: 8,934



- The blue bars represent provider one and green bars represent provider two. On Monday, Wednesday, and Thursday, both providers work simultaneously in the health center. On Tuesday, Friday, and Saturday only one provider is scheduled. The above schedule is a recommendation only, and can be customized by the City of Huntsville.

City of Huntsville Health Center

Staffing

CareHere/City of Huntsville Medical Staffing

- Medical Doctor
- Mid-Level Provider (Nurse Practitioner/Physician Assistant)
- Nurses (LPN/RN/MA)
- Nurse – Patient Centered Healthcare Coordination
- Account Manager (Director of Client Operations)

CareHere Wellness Team

- Registered Dietician
- Exercise Physiologist
- Behavioral Specialist/Tobacco Cessation Coach
- Pharmacist

*Patients will experience face-to-face consultations (individual and group settings), phone contacts, internet interaction, and smart phone connectivity.

Services Included

 <p>Medical & Health Services:</p> <ul style="list-style-type: none"> • Primary Care • Acute Care • Episodic Care • Patient Medication Adherence • Pharmaceutical Dispensary • Mail Order Medication • Immunizations • Sports Physicals • Plan of Care Compliance 	 <p>Wellness:</p> <ul style="list-style-type: none"> • Case Management • Weight Management • Hypertension Management • Addiction Intervention • Pre-Diabetes Management • Lipid Management • Stress Management • Nutritional Counseling • Plan of Care Compliance • Mental Health Management • Disease Management • Tobacco Cessation • Exercise Adherence • Cardiovascular Risk Reduction <p><i>*Health Risk Assessments/28 Panel Biometric Blood Draw*</i></p>	
 <p>Staffing:</p> <ul style="list-style-type: none"> • CareHere Staffing • Wellness Coaches • Accounting • Training • Pharmacist • Director of Client/ Clinic Operations • Care Coordinator/ Case Manager • Medical Staff Management • Medical Provider Management • Medical Staff Recruitment • Medical Provider Recruitment • Medical Malpractice Insurance 		
 <p>Technology:</p> <ul style="list-style-type: none"> • Electronic Medical Record • CareHere Connect • Information Technology • Online Appointment Scheduler • Smartphone Application • EMR Access & Integration with Outside Specialist/PCP/ER 	 <p>Clinical Outcome Services</p> <ul style="list-style-type: none"> • Self-Care Education Tools • Reporting • Purchasing Coordination • Clinic Inventory Management • Patient Survey Feedback • Clinic Best Practices Sharing • Integration of Services • ROI Analysis • Budget Adherence 	 <p>Support Services</p> <ul style="list-style-type: none"> • 24/7 Call-Center • 1-800 Customer Support • Education Tools • Marketing • Information Technology Support • HRA Employee Events

Occ. Health & Workers' Comp. Cost Breakdown

Staffing Cost		
Position	Hours Per Week	Year 1 Cost
Occupational Doctor	8	\$ 52,000
Occupational Mid-Level Provider	32	\$ 136,000
Occupational Nurse	40	\$ 80,000
Total Staffing Cost		\$ 268,000

Labs and Supplies	
Year One Cost (Average of \$8 per Visit)	\$ 4,513

Drug Screens	
Year One Cost (Average of \$9 per screen)	\$ 2,745

CareHere Administrative/Management Fee	
Year One Cost	\$ 80,400
<i>Please see the following page for the services included.</i>	

Clinic Set-Up	
Equipment & Set-Up	\$ 25,000
<i>Clinic Set-up (Non-Recurring Expense)</i>	
2 Exam Rooms	

Total Year 1 Cost:	\$ 380,658
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Occ. Health & Workers' Comp. **Services Included**

Workers' Compensation

- Medical Management of Work Related Injuries/Illnesses
- Ergonomic Job Analysis
- Coordination of Care/Collaborative Model
- Maintain Productivity
 - Restriction of Work Vs. Disability
- Integrated Disability Case Management: Systems Approach
 - Understand Workplace Culture
 - Negotiate & Manage Referrals
 - Disability Management
- Understanding Clients Environment
- Control Costs
- Preserve Patient Satisfaction

Occupational Health Services

- DOT Physicals
- Random Drug Testing Program
- Assist with Job Placement
- Hearing Testing
- Hearing Protection Training
- Hearing Conservation Program Management
- Annual Fit for Duty (FFD) Exams
- Respiratory Fit Testing
- Spirometry Testing (Pulmonary Function Testing)
- EKG Testing
- HazMat Physicals
- Lift Testing
- Breath Alcohol Testing (BAT)

Staffing

- CareHere Staffing
- Accounting
- Director of Client Operations
- Training
- Medical Staff Management
- Medical Provider Management
- Medical Provider Recruitment
- Medical Staff Recruitment
- Medical Malpractice Insurance

Clinical Outcome Services

- Reporting
- Clinic Inventory Management
- Patient Survey Feedback
- Clinic Best Practices Sharing
- Integration of Services
- ROI Analysis Budget Adherence
- Local Hospital Alliance
- Interfacing with Labs
- Interfacing with Case Manager

On-Boarding Checklist

- New Hire Process
- Skills Check Off
- OSHA Training
- Standard Skills Review
- Patient Care Review
- Phlebotomy Review
- Referral Process
- Workers' Compensation Management
- CAOHC Training
- Procedure Set-Up
- Equipment Use
- HIPAA/Confidentiality
- Customer Service
- Client Culture

Corporate Training

- Policies and Procedures Review
- Acclimation to the Carehere Clinic

On-Going Training

- Quarterly Staff Training
- Continuing Medical Education (CME)
- Continuing Education Unit (CEU)

Technology

- Electronic Medical Record
- Information Technology
- EMR Access & Integration with Outside Providers

Occ. Health & Workers' Comp.
ROI Years 1 - 5

Return on Investment				Net Savings
Year One	\$1	to	\$ 2.25	\$ 474,117
Year Two	\$1	to	\$ 2.40	\$ 518,894
Year Three	\$1	to	\$ 2.40	\$ 539,446
Year Four	\$1	to	\$ 2.40	\$ 560,805
Year Five	\$1	to	\$ 2.40	\$ 582,999
Total ROI:	\$1	to	\$ 2.37	\$ 2,676,261

CareHere Contact Information

Bernie Livers
Vice President of Sales
Phone: 615-495-5299
Email: BLivers@CareHere.com

CareHere Address
5141 Virginia Way
Suite 350
Brentwood, TN 37027

EXHIBIT 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 patient.	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	<p>Critical Value / Needs immediate follow-up / intervention; refer to ER if necessary</p> <p>Note: Lab Corp will contact CareHere triage team with all critical values.</p>	<p>1) CareHere provider review labs with patient</p> <p>If necessary:</p> <p>2) Contact patient’s PCP for treatment plan.</p> <p>If no PCP:</p> <p>3) CareHere Chief Medical Officer will advise as appropriate – refer to City Clinic or to ER.</p>

**EXHIBIT D
CAREHERE PROPOSAL PAGES 74 & 75**



		Employee Email Blast Announcement
Week 14		Employee newsletter mailed
		Clinic Stocking and Furnishings Complete
Week 15		Employee Orientation Meetings
Week 16		Clinics open

2. The proposer must describe how they would communicate to employees and their families the services provided through the clinic and the benefits it provides. How would you suggest reaching spouses/dependents specifically?

CareHere will provide a complimentary marketing program to the City of Huntsville. Each location that contains employees for the City will be visited, and provided personal employee presentations to promote our services. The presentation will educate, train, invigorate, and motivate the employees to take the proactive steps which lead to a healthier lifestyle and take full advantage of our wellness program. CareHere's goal is to insure the full utilization of the on-site clinics and wellness programs to provide the maximum ROI and healthier/happier employees. The teams will work closely with client management to schedule presentations for all groups, departments, and geographic areas convenient to employees.

In addition to using the on-site employee presentations, CareHere will provide mailers, emails, and "outreach" programs to communicate with the employees about the clinic and its features.

CareHere will provide events for the City employees to promote excitement about living a healthier lifestyle (i.e. walk-a-thons, health fairs, employee contests, etc.).

PLEASE SEE **EXHIBIT B: SAMPLE MARKETING MATERIAL**

3. The proposer must indicate if they provide drafts of all necessary communications. If so, can these be customized?

Drafts can be provided to the City of Huntsville and can be customized upon request.

4. The proposer must describe how they would continue to promote the program after the initial rollout.

Marketing Provided by CareHere:

- Free HRA events – The HRA events are provided both on-site and off-site. The multiple locations deliver an increase in attendance due to the convenience of choosing from various locations. The HRA are also offered at a variety of times, to meet the needs of the different schedules of the patients. CareHere strives to take the necessary steps which will lead to the maximum employee participation.
- Open House – When a new clinic opens for a client, Carehere offers a complementary open house event. The event gives the opportunity for the employees to see the clinic

CareHere!



before the need to use them. The open house increases the probability that the patient will utilize the on-site clinic for their next healthcare need.

- Wellness Groups – The wellness groups meet at the clinic. This provides additional exposure to the clinics for the patients that may not have used the clinic frequently in the past.
- Semiannual Mailers – Every patient that is eligible to use the clinic will receive a semiannual mailers informing the patients of upcoming events and healthcare material such as health fairs, employee appreciation days, and health information pertaining to that particular time of year.
- On and Off Site Flu Vaccine – Flu Vaccinations are provided for the patients both on and offsite. The onsite vaccine option provides the patient with additional exposure to the clinic, potentially increase the chances that the patient utilizes the CareHere Clinic rather than their original primary care physician. The offsite vaccination option is very beneficial in the sense they assist with establishing and building relationships with nurses within the community. This process greatly contributes to the recruitment of exceptional nurses within the community. The nurses may also have established relationships with some of the employees. If the nurse is recruited and decides to join the CareHere Team, the employees, in which the nurse regularly works with, may often decide to utilize the CareHere Clinic instead of their previous healthcare provider.

5. The proposer must provide samples of promotional material that would be used to encourage use of the clinic.

PLEASE SEE **EXHIBIT B: SAMPLE MARKETING MATERIAL**

6. The proposer must provide their web address and any access codes needed to explore your services.

CareHere website: www.carehere.com

Should CareHere be selected as a finalist, a live demo will be provided to show the functionality of the CareHere electronic medical records (EMR) system, online appointment scheduler, CareHere Connect (online wellness tracking/phone application), etc.

EXHIBIT E
SAMPLE FORMULARY

CareHere, LLC



Generic Medication Name	Strength	Brand Equivalent
For Acid Reflux/Heartburn		
pantoprazole	40mg	Protonix
ranitidine	150mg	Zantac
ranitidine	300mg	Zantac
For Allergies		
fluticasone propionate	50mcg/spray	Flonase
loratadine	10mg	Claritin
For Depression		
amitriptyline	25mg	Elavil
bupropion SR	150mg	Wellbutrin SR
citalopram	20mg	Celexa
citalopram	40mg	Celexa
fluoxetine	20mg	Prozac
paroxetine	20mg	Paxil
paroxetine	40mg	Paxil
sertraline	100mg	Zoloft
sertraline	50mg	Zoloft
trazodone	100mg	Desyrel
trazodone	50mg	Desyrel
For Diabetes		
glimepiride	2mg	Amaryl
glimepiride	4mg	Amaryl
glyburide	2.5mg	Diabeta, Micronase
glyburide	5mg	Diabeta, Micronase
metformin	1000mg	Glucophage
metformin	500mg	Glucophage
metformin ER	500mg	Glucophage XR
For the Ear		
hydrocortisone-neomycin-polymyxin B		Cortisporin Otic
For the Eye		
ciprofloxacin	0.3%	Ciloxan
tobramycin	0.3%	Tobrex
For High Blood Pressure		
amlodipine besylate	10mg	Norvasc
amlodipine besylate	5mg	Norvasc
atenolol	100mg	Tenormin
atenolol	25mg	Tenormin
atenolol	50mg	Tenormin
benazepril	20mg	Lotensin
clonidine	0.1mg	Catapres

furosemide	20mg	Lasix
furosemide	40mg	Lasix
hydrochlorothiazide	25mg	Oretic
hydrochlorothiazide	50mg	Oretic
lisinopril	10mg	Prinivil, Zestril
lisinopril	20mg	Prinivil, Zestril
lisinopril	40mg	Prinivil, Zestril
lisinopril	5mg	Prinivil, Zestril
losartan potassium	50mg	Cozaar
losartan potassium-hydrochlorothiazide	100-25mg	Hyzaar
metoprolol succinate	100mg	Toprol XL
metoprolol succinate	50mg	Toprol XL
metoprolol tartrate	50mg	Lopressor
propranolol	40mg	Inderal
quinapril	10mg	Accupril
quinapril	20mg	Accupril
quinapril	40mg	Accupril
triamterene-hydrochlorothiazide	37.5-25mg	Dyazide
triamterene-hydrochlorothiazide	75-50mg	Maxzide
verapamil ER	240mg	Calan SR, Isoptin SR
For High Cholesterol		
gemfibrozil	600mg	Lopid
lovastatin	20mg	Mevacor
lovastatin	40mg	Mevacor
pravastatin	20mg	Pravachol
pravastatin	40mg	Pravachol
simvastatin	20mg	Zocor
simvastatin	40mg	Zocor
For Infections		
amoxicillin	250mg	Amoxil
amoxicillin	250mg/5ml	Amoxil
amoxicillin	400mg/5ml	Amoxil
amoxicillin	500mg	Amoxil
amoxicillin	875mg	Amoxil
amoxicillin-clavulanate potassium	400mg/5ml	Augmentin
amoxicillin-clavulanate potassium	500-125mg	Augmentin
amoxicillin-clavulanate potassium	875-125mg	Augmentin
azithromycin	200mg/5ml	Zithromax
azithromycin	250mg	Zithromax
cefdinir	300mg	Omnicef
cefuroxime axetil	250mg	Ceftin
cephalexin	500mg	Keflex
ciprofloxacin	500mg	Cipro
clindamycin	300mg	Cleocin
doxycycline hyclate	100mg	Vibramycin
fluconazole	150mg	Diflucan
metronidazole	500mg	Flagyl

sulfamethoxazole-trimethoprim	200-40mg/5ml	Sulfatrim
sulfamethoxazole-trimethoprim	800-160mg	Bactrim DS, Septra DS
terbinafine	250mg	Lamisil
For Inflammation/Pain		
diclofenac potassium	50mg	Cataflam
etodolac	400mg	Lodine
ibuprofen	800mg	Motrin
meloxicam	15mg	Mobic
meloxicam	7.5mg	Mobic
methylprednisolone	4mg	Medrol
nabumetone	500mg	Relafen
naproxen	375mg	Naprosyn
naproxen	500mg	Naprosyn
prednisone	10mg	Sterapred
prednisone	20mg	Sterapred
For Muscle Relaxation		
cyclobenzaprine	10mg	Flexeril
cyclobenzaprine	5mg	Flexeril
For Nausea/Vomiting		
meclizine	25mg	Antivert
promethazine	25mg	Phenergan
For Topical Administration		
betamethasone valerate	0.1%	Beta-Val
clotrimazole-betamethasone dipropionate	1%-0.05%	Lotrisone
mupirocin	2%	Bacroban
nystatin		Mycostatin
nystatin-triamcinolone		Mycolog II
silver sulfadiazine	1%	Silvadene
triamcinolone acetonide	0.1%	Kenalog
Miscellaneous		
albuterol sulfate	0.083%	Accuneb
albuterol sulfate HFA	108mcg/act	ProAir HFA, Proventil HFA, Ventolin HFA
alendronate	70mg	Fosamax
allopurinol	300mg	Zyloprim
benzonatate	100mg	Tessalon
bupirone	10mg	Buspar
dicyclomine	20mg	Bentyl
divalproex sodium DR	250mg	Depakote
ergocalciferol	50,000units	Vitamin D
gabapentin	300mg	Neurontin
hydroxychloroquine sulfate	200mg	Plaquenil
levothyroxine	0.025mg	Synthroid
levothyroxine	0.05mg	Synthroid
levothyroxine	0.075mg	Synthroid
levothyroxine	0.088mg	Synthroid
levothyroxine	0.125mg	Synthroid
levothyroxine	0.15mg	Synthroid

levothyroxine	0.1mg	Synthroid
potassium chloride	10mEq	K-Dur
potassium chloride	20mEq	K-Dur
sumatriptan succinate	100mg	Imitrex
tamsulosin	0.4mg	Flomax
Tri-Previfem		See your provider for more information
warfarin	5mg	Coumadin
Zovia 1/35E	1mg-35mcg	See your provider for more information

EXHIBIT G
SAMPLE EXAM ROOM SET UP
MEDICAL SUPPLIES AND EQUIPMENT

The following list is to serve as an example and will be adjusted depending on the needs of the Employer.

City of Huntsville, AL 6 Exam Room Startup List



12/5/2013

Ordered by: Lee Anglea
615.957.2693
LAnglea@CareHere.com

This tool is for ESTIMATING purposes and is subject to change without notice.

PSS Items		
Description	U/M	QTY
ECG CCMD PC USB/DW	EA	1
SPIROMETER EASYONE SYSTEM	EA	1
DEFIB AED+ W/CPR PAD/WALLMNT	EA	1
TABLE EXAM RH FLEX REC BASE	EA	3
TABLE TOP 60X62X ULT RAVEN	EA	3
SCALE DIG EYE LVL 500LB	EA	3
TABLE EXAM H 27inSHF ADJ BACK	EA	3
CHAIR BLOOD DRAW W/DRWR BLK	EA	1
EPIPEN .3MG INJECTOR 2/EA	EA	1
EPIPEN JR .15MG 2PK=EA	EA	1
HISTOFREEZER 36-72 KT-2/5MM	EA	1
THERMOMETER ORAL M690	EA	3
ILLUM VAG SYSTEM COMPLETE	EA	1
PULSE OXIMETER FINGER	EA	3
BOOK ISHIHARA TEST 14 PLATE	EA	1
STOOL EXAM PNEU W/BK BLK	EA	6
OPHTHALMOSCOPE 3.5V HALOGEN	EA	3
CHAIR SIDE W/O ARMS BLK	EA	6
OTOSCOPE POCKET "AA" HNDL	EA	3
LIGHT EXAM 35W HALOGEN BEIGE	EA	3
NEBULIZER PULMO-AIDE	EA	1
MAYO STAND 19X12.5in ADJ	EA	3
HANDLE RECHARGEABLE 3.5V	EA	3
EYEWASH STATION OPTIKLENS I	EA	1
OTOSCOPE DIAG W/SPEC 3.5V	EA	3
DATALOGGER TEMPERATURE USB	EA	1
ELECTRODE DEFIB PED 2S	EA	1
THERMOM REFRIG/FREEZER ALARM	EA	1
WASTECAN 32QT STEPON REC RED	EA	6
WASTECAN 32QT STEPON REC WHT	EA	6
CYANOCOBALAMIN 1000MCG 25X1M	BX	1
GOWN EXAM 36X45 BLU XL	CS	1
SUTURE STRIP 1/4X3 150/BX	BX	1
TUBERSOL 5TU 10TEST VL 1ML	EA	1
THERABAND RED MED 25YD	BX	1
LINER 30X36 HVY 20-30GL BLK	CS	1
BAG BIOHZD 24X32 1.2MIL 15GL	CS	1
KENALOG 40MG/ML 5ML	EA	1
SILVER NITRATE APPLI 100/EA	EA	1
ETHYL CHLORIDE MEDSTRM 3.5OZ	EA	1
URINE STRIP 10SGL	BX	1
PILLOWCASE 21X30 BLU TP	CS	1
STREP A DIPSTICK WAIVED 25BX	BX	1
BAG GROCERY 6# WHT 500/CS	CS	1
OCCULT BLOOD TEST LAB PK E-S	BX	1
LENSES MORGAN MEDI FLOW	EA	1
SUTURE 5-0 NYLON DS18/FS2	BX	1
SUTURE 4-0 NYLON DS18/FS2	BX	1
SUTURE 3-0 NYLON DS24/FS1	BX	1
SPECULUM VAG GRAVES DISP LG	BX	1
SPECULUM VAG GRAVES DISP MED	BX	1
SPECULUM VAG GRAVES DISP SM	BX	1
BP UNIT THIGH DLX	EA	6

TAPE TAMPER EVIDENT 36YD RED	EA	1
SHEATH FVAGINAL SPEC 25/BX	BX	1
SPECULA EAR ADLT DISP 4.25MM	BX	1
SPECULA EAR PED DISP 2.75MM	BX	1
FLUORETS 1MG OPH STRIPS 100BX	BX	1
BASE F/CLEARLITE W/CASTERS	EA	3
BP UNIT LG ADULT DLX	EA	6
BLUING TABLETS 100/BT	EA	1
DISPENSER DIAG SPEC W/O STOR	EA	6
CADDY CARRY RED W/DRAWER	EA	1
MASK PARTIC/SURG REG N65	BX	1
LANCET SAFETY 2.2MM NDL ORNG	BX	1
CURETTE EAR OVAL WHT 50/BX	BX	1
EARWASHER ELEPHANT BX=EA	EA	1
MOUTHPIECE PEAKFLOW DISP	BX	1
BP UNIT ADULT DLX	EA	6
BP UNIT CHILD DLX	EA	6
SHARPS CABINET LOCK WALL 5QT	EA	6
TABLE PAPER 21in CRP WHT 125'	CS	1
NEEDLE 22X1 SAF ECLIP	BX	1
NEEDLE 22X1.5 SAF ECLIP	BX	1
NEEDLE 25X1 SAF ECLIP	BX	1
PREG HCG CASSETTE WAIVED	BX	1
SYRINGE 1CC 27X.5 SAF ECLIP	BX	1
GOWN EXAM 30X42 WHT 3PLY	CS	1
INSTA GLUCOSE GEL TB 3X31GM	BX	1
TOWEL PROF 13.5X16 3P WHT	CS	1
CAPE 30X21 WHT F/B OPEN	CS	1
CHART EYE SNELLEN 10FT	Each	3
DRAPE 40X48 TISSUE 2PLY WHT	CS	1
MONOFILAMENT 20/bcx	BX	1
SCALPEL #10 SAFETY DISP 10BX	BX	1
SCALPEL #15 SAFETY DISP 10BX	BX	1
PEAK FLOW METER UNIV RANGE	EA	1
EARWASHER TIP 20/BG=BX	BX	1
DRAPE 18X26 FEN ST BLUE	BX	1
RESUSCITATOR SPUR II PED	EA	1
TIMER DIGITAL	EA	1
QUINTET GLUCOSE STRIP 50/BX	BX	1
SYRINGE 3CC 23X1 SAF PRE M	BX	1
RESUSCITATOR ADULT W/MASK	EA	1
BASIN EAR GOLDNAMER	EA	1
GLOVE BOX F/SHARPS CABINET	EA	6
NITROSTAT .4MG TABS 25/BT	EA	1
QUINTET GLUCOSE CTL H/N	BX	1
METHYLPRED ACE 80MG/ML 1ML	EA	1
SOAP, ANTIMICROBIAL, 18 OZ BLUE	EA	1
PROBE COVER DISP 250/BX	BX	3
BP WALL BASKET	EA	6
THERMOM REFRIG/FREEZ DURAC	EA	2
PENLIGHT COBALT BLUE 3/PK=EA	EA	2
DISPENSER MANUAL GBG ALOEGEL	EA	6
BROAD SPECTRUM 32OZ SPRAY	EA	1
TAPE CLOTH/SILK 1inX10YD	BX	1
PILLOW COMFORTCARE 19X25	EA	6
BANDAGE ELAS 4in DLX HK/LP LF	BX	1
CAUTERY HI-TEMP FINE	EA	3
APPLICATOR PAPER/RAY 8inNS	BX	1
HAND SANITIZER GEL GBG 800ML	EA	8
SYRINGE 3CC LL 100/BX	BX	1
COTTON BALLS MED 2BX/CS	BX	1
PROPARACAINE .5% O/S 15ML	EA	1
GLOVE EXAM NITRILE LG PF	BX	1
GLOVE EXAM NITRILE MED PF	BX	6
GLOVE EXAM NITRILE SM PF	BX	2
SCISSORS LISTER BNDG 4.25in	EA	6
APPLICATOR CT 6in NS 1000BX	BX	1
TAPE PAPER 1inX10YD 12/BX	BX	1
HAMMER TAYLOR PERCUS 8in	EA	6
BSS BALANCED SALT SOLN 18ML	EA	1
CLOROX DISINFECT SPRAY 19OZ	EA	1
TONGUE BLADE ADULT NS 500/BX	BX	1

surge protectors strip	EA	6
room thermometer	EA	1
waiting room lamp	EA	1
waiting room table	EA	1
wall art	EA	3
radio	EA	1
hand soap, antibacterial	EA	1
paper towels, 3 rolls	EA	1
small trash can for pharmacy/lobby	EA	2
toilet paper	pk	1
pinsool	EA	1
air freshener spray	EA	1
picture hanging hardware accessories/anchors for sharp/glove box installation	EA	4
wire ties	pk	4
magazines	EA	2
case of water for patients	EA	1
Computer desks	EA	6
stapler	each	7
staples	each	1
pens, black	dozen	1
pens, blue	dozen	1
pens, red	dozen	1
sharpies	box	1
paper clip, large	box	1
copy paper, letter 5000 count	case	1
hanging file folders 1/5 cut: 25	box	2
file folders, 1/3 cut	box	1
frame, hanging letter/legal	each	1
organizer, desk	each	7
holder, business card	each	6
note, stick it 3x3	dozen	1
file, covered rolodex	each	1
file, wall, stack, letter	pk	2
file, exp, 31 pocket	each	1
clipboard, legal	each	7
remover, staple	each	7
dispenser, tape	each	7
tape, 3/4 x 36yard	each	7
shears, office, 8"	each	7
shredder	each	1
lubricant, shredder	each	1
punch, three hole	each	1
3 ring binder large 3 in	each	2
3 ring binder small 2 in.	each	2
desk organizer tray - small	each	30
desk organizer tray - large	each	30
packaging tape dispenser with two rolls of tape	each	1
desk highlighter	box	1
business envelopes 500	box	1
EZ Mount Document Frame	each	6
Black Plastic Poster Frame 18x24	each	1
Industrial Alkaline Batteries AA 24	pk	1
MAX Alkaline Batteries, AAA,	pk	1
MAX Alkaline Batteries, D, 4	pk	1
MAX Alkaline Batteries, C,	pk	1
MAX Alkaline Batteries, 9V,	pk	1
Incandescent Globe Bulbs, 80 Watts	pk	2
Cubicle Clock, 6in, Black	each	8
General Repair Tool Kit	each	1
Cork Board with Oak Style Frame, 36x 24	each	7
Angler Broom, Plastic Bristles	each	1
Duster Brush w/Plastic dustpan	each	1
10-Quart Plastic Utility Pail	each	1
Fragrance Cup Refill, Clean & Fresh , 1 oz, Gel 12	box	1
Clean-Up Cleaner w/Bleach, 32 oz	each	2
Cleaner/Degreaser, 1 gal.	each	1
ADHESIVE, FSTNR, MED, 3PK, WH	pk	3
Colored Push Pins, Plastic, clear 100 pk	pk	1
Super Strong Magnets, Silver, 10 pk	pk	2
Disinfecting Wipes, 75 Wipes, Lemon scetn	pk	2
RTU Glass Cleaner, 32 oz.	ea	2
Antibacterial Multi-Surface Cleaner, Antibacterial	ea	1

D1 Standard Tape Cartridge for Dymo Label Makers	ea	2
Top- Load No- Hole Polypropylene Sheet Protector, clear 25/box heavy weight	ea	1
LabelManager 160P, 2 Lines,	ea	1
Super Glue Liquid	ea	1
Clear Plastic Sign Holder, stand up	ea	1
Recycled Desk Tray, Side Load, 9 x 13 3/16 x 2 3/4,	ea	1
Recycled Desk Tray, Side Load, 9 x 13 3/16 x 5,	ea	1
Self-Wrining Ratchet Twist Mop	ea	1
Visitor Arrival/ Departure Chime	ea	1
General Purpose Hooks, 5-lb	ea	3
General Purpose Hooks, 3-lb	ea	3
Picture Hanging Removable		
Interlocking Fasteners	ea	7
Genova Document Frame	ea	4
6 Compartment divided tray	ea	1
4 drawer mobile storage	ea	1
Outlet covers 12/pkg	pkg	4
Shelves, mobile	each	2
Chairs for the waiting room	each	10
Storage cabinet- needed if no cabinets in rooms	each	2
Key lock box for exterior of building (combination)	each	1
Computer equipment and installation estimate. Equipment to include:	LOT	1
2 Dell desktop units, 1 four in one multi function copier, 1 laser jet printer, 1 usb scanner and stand, 1 firewall, printer cable, system configuration. Installation will vary based on location and number of pieces of equipment being installed.		
Appointment cards, 500/ box	box	1
Pharmacy Labels, 1,000 / box	box	1
Cardboard bins for meds	ea	1
Pill Splitters, 25 per pack	PK	1
Biohazard container for return, 30 gallon	EA	1
Employee name tags	EA	2
Business cards 500/ box	box	1
Pharmacy prescription pads	pads	1
Compliance poster	ea	1
This list does not include any medications for patient dispensing.		
List does not account for any offices or break areas.		
Occupational equipment needs to be identified, i.e., hearing booth, BAT machine		

EXHIBIT H
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.



EXHIBIT I

BUSINESS ASSOCIATE AGREEMENT – EMPLOYER IS BA

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

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:

1. Definitions.

1.1 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).

1.2 “*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.

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

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

- (i) as necessary to perform the Services;
- (ii) to carry out its legal responsibilities;
- (iii) for the proper business management and administration of BA;
- (iv) 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
- (v) as Required By Law.

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

- (i) as necessary to perform the Services;
- (ii) 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;
- (iii) 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.

4. 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.

5. 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.

6. Reports to Customer; Breach Notification.

6.1 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.

6.2 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.

6.3 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.

7. **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.

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

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. 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.

19. 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.

20. 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.

21. 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).

22. 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.

23. Miscellaneous.

23.1 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.

23.2 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.

23.3 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.

23.4 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.

23.5 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.

23.6 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.

23.7 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.

23.8 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.

23.9 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.

(The remainder of this page intentionally left blank.)

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 (City of Huntsville, AL):

CUSTOMER (CareHere Management):

By: _____
Name: _____
Title: _____

By: Ben Baker
Name: Ben Baker
Title: COO

BA Name:	City of Huntsville, AL
BA Address:	_____ _____ _____ _____
Effective Date:	_____

EXHIBIT J

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:

1. Definitions.

1.1 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).

1.2 “*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.

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

2. 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.

3. 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.

4. 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.

5. 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.

6. Reports to Customer; Breach Notification.

6.1 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.

6.2 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.

6.3 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.

7. **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.

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

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. 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.

19. 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.

20. 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.

21. 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).

22. 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.

23. Miscellaneous.

23.1 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.

23.2 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.

23.3 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.

23.4 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.

23.5 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.

23.6 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.

23.7 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.

23.8 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.

23.9 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.

(The remainder of this page intentionally left blank.)

EXHIBIT K
DESIGNATED HIPAA PRIVACY OFFICER

Employer may designate one or more persons as the Employer's HIPAA Privacy Officer(s). Employer has designated the person(s) listed below as the Employer's HIPAA Privacy Officer(s). Accordingly, all reports, either requested by Employer or required by the Agreement, that are sent by CareHere to Employer that contain protected health information (PHI) shall only be sent to the designated HIPAA Privacy Officers listed below.

This Exhibit may be modified at any time by mutual agreement of CareHere and Employer. The designated HIPAA Privacy Officers may be changed, added or removed from the below list. In the event that the designated HIPAA Privacy Officers listed below are no longer considered such by Employer, Employer shall immediately notify CareHere and both CareHere and Employer shall modify the below list to reflect such change. Further, Employer shall review this list on an annual basis and recertify that the list is complete and accurate.

Employer confirms that email addresses, telephone numbers, and fax numbers provided below are protected with reasonable administrative, technical, and physical safeguards to ensure the confidentiality, integrity, and availability of any PHI and to prevent its unauthorized or inappropriate access, use, or disclosure.

Name: <u>Pamela M. Stephens</u>	Name: <u>Cynthia B Lehman</u>
Title: <u>Employee Clinic & Resource Coordinator</u>	Title: <u>Benefits & Safety Coordinator</u>
Email: <u>pamela.stephens@huntsvilleal.gov</u>	Email: <u>cynthia.lehman@huntsvilleal.gov</u>
Telephone: <u>256-883-3726</u>	Telephone: <u>256-427-5244</u>
Secured Fax: <u>256-883-3674</u>	Secured Fax: <u>256-427-5078</u>
Mailing Address: <u>City of Huntsville Clinic</u>	Mailing Address: <u>City of Huntsville</u>
<u>P.O. Box 308</u>	<u>P.O. Box 308</u>
<u>Huntsville, AL 35804</u>	<u>Huntsville, AL 35804</u>

Name: <u>Byron K. Thomas</u>	Name: _____
Title: <u>Director of Human Resources</u>	Title: _____
Email: <u>byron.thomas@huntsvilleal.gov</u>	Email: _____

Telephone: 256-427-5241

Telephone: _____

Secured Fax: 256-427-5245

Secured Fax: _____

Mailing Address: City of Huntsville

Mailing Address: _____

P.O. Box 308

Huntsville, AL 35804

(Remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, the Employer and CareHere agree and attest that the persons listed above are the Employer's designated HIPAA Privacy Officers.

CareHere Management, PLLC

Date of Signature: 3/2/14
Signature: 

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

City of Huntsville, AL

Date of Signature:

Signature:

Print Name:

Title:

Address:

EXHIBIT L
STANDARD JOB DESCRIPTIONS

CareHere!
Job Description

JOB TITLE: On-Site Physician

SUMMARY: Oversees the delivery of on-site medical care which may include occupational and/or employment-related physical exams, illnesses and injuries, and wellness programs available to employees. Responsible overseeing the health care policy for the nursing staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

- Serve as a resource for all nursing professionals employed by CareHere who work in the on-site health care facility.
- Available 24 hours per day, 7 days per week for domestic emergency telephonic consultation and international travel medical emergency consultation.
- If necessary, participate as team leader or team member in company-wide health and safety program development. Collaborate with other members of the occupational health and case management team, to include ergonomics and EAP representatives to identify problems and propose solutions to maintain a safe and healthful work environment.
- Serve as a consultant for all health sites for difficult patient cases, adverse health trends, safety concerns.
- If necessary, participate in clinical review of health and prevention policy and their related quality assurance programs.
- Provide education regarding current occupational medical practices and regulations to staff nurses.
- If necessary, participate in the development of Administrative Policies and Procedures as they relate to daily operation of the health program.
- Develop and maintain standards of practice.
- If necessary, serve as a consultant for workers compensation cases, based on practice parameters.
- Oversee clinical treatment by outside providers and specialty providers rendering services for workers compensation cases.
- Develop and maintain call schedule and replacement physician schedules within corporate guidelines.
- Assist Health Unit Manager with the Continuous Clinical Quality Improvement program according to corporate guidelines.
- Provide clinical supervision to all clinical staff.

- Provide information and review regarding clinical questions raised by clients and patients.
- Perform routine physician duties. The exact proportion will vary with program needs.

QUALIFICATION REQUIREMENTS: State licensure. Board certification in a primary care specialty with occupational medicine experience preferred.



Job Description

JOB TITLE: Mid-Level Provider (Nurse Practitioner, Physician's Assistant)

SUMMARY: Participates in the delivery of comprehensive on-site medical delivery of primary care, occupational illnesses and injuries, episodic illnesses and injuries, wellness, and prevention programs available to company employees. Responsible for upholding health care policy of the mid-level practitioner, nursing staff, and ancillary staff. Will provide care under carefully monitored Standards of Practice and in compliance with the state Boards of Medicine and Nursing regulations.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

- * Sees patients, dependents, and/or retirees in the health program setting providing examination, arranging for testing when appropriate, making diagnoses, and prescribing course of treatment as allowable by certification and Standards of Practice.
- * Utilize the CareHere, LLC philosophy of achieving well-being and health through quality healthcare, education and coaching delivered with enthusiasm and compassion as a foundation for the delivery of quality patient care.
- * Participates in treatment with other members of the clinical team, including physicians, nurses, disability management personnel, and others as appropriate.
- * Implements, coordinates, and maintains case management coordination for STD, LTD, FMLA, ADA, TTD, and PTD cases.
 - * Develops and maintains call schedule within corporate guidelines and under the supervision of the Chief Medical Director.
 - * Participates as a team member in the company health program development.
- * Serve as a consultant for all health program operations involving difficult patient cases, disease state management, adverse health trends and safety concerns.
 - Maintains and participates in a system of company peer review.
- * Coordinates and communicates case management/disability management with company representatives and members of the clinical team.
- * Makes referrals to outside medical providers specifying authority for services and maintains control of the case, as appropriate and in coordination with company disability management functions.
- * Functions in committee structures as assigned by CareHere, requested by the Client, and required by the company.
- * Reviews reports of outside care providers to determine appropriateness of care.
- * Counsels patients.

- * Follows up on all company employees who are taken to the hospital from the field or the health center.
- * Maintains patient confidentiality.

QUALIFICATION REQUIREMENTS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- **Education and /or Experience:** State licensure and at least 3 to 5 years of experience preferred. ACLS certification is required. Disability management experience is preferred.



JOB TITLE: Registered Nurse (Full-time and Part-time)

SUMMARY: Support the provision of comprehensive on-site medical care providing occupational health, wellness, and case management programs, utilizing an understanding of the employee population, the corporate culture, and the work environment.

REPORT TO: Director of Client Operations, Sr. Vice President of Operations; Chief Clinical Officer, Chief Medical Officer.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

- Provide direct nursing care for primary care and/or occupational health services utilizing the nursing process and the Standard Operating Procedures of the on-site physician and/or CareHere's Corporate Medical Director and CareHere, LLC Standard Operating Procedures. Nursing care will be provided within the health facilities and the physical structure of the work place.
- Utilize the CareHere, LLC philosophy of achieving well-being and health through quality healthcare, education and coaching delivered with enthusiasm and compassion as a foundation for the delivery of quality patient care.
- Provide follow-up of employee illnesses and injuries.
- Maintain an understanding of the company return to work policy, modified duty program elements, and communication requirements with relevant personnel.
- Perform periodic health assessments for company employees and counsel them regarding health risks.
- Collaborate with other members of the health team to identify problems and propose solutions to maintain a safe and healthful life style and work environment.
- Utilize the principles of education to assist in the development and implementation of educational programs related to prevention and wellness, worker safety, and risk prevention.
- Collaborate with other members of the health team to help create a therapeutic working environment.
- Maintain a current level of knowledge and skills necessary to deliver quality patient care.
- Perform other tasks or responsibilities as communicated by the Director of Client Operations, and CareHere, LLC administration.

QUALIFICATION REQUIREMENTS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- **Education and/or Experience:** Graduate of an accredited school of nursing.
 - 3-5 years of experience in critical care or emergency nursing preferred.
- **Reasoning Ability:** Professional decision making and problem solving skills.
- **Certificates, Licenses, Registrations:** Current state unrestricted licensure. Current BCLS certification required.



JOB TITLE: Licensed Practical Nurse

SUMMARY: Support the provision of comprehensive on-site medical care of occupational health, wellness, and case management programs, utilizing an understanding of the employee population, the corporate culture, and the work environment.

REPORT TO: Director of Client Operations or Clinic Manager

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

- * Provide direct nursing care for occupational health services utilizing the nursing process and the Standard Operating Procedures of the on-site physician and/or CareHere's Corporate Medical Director and CareHere, LLC Standard Operating Procedures. Nursing care will be provided within the health facilities and the physical structure of the work place.
- * Utilize the CareHere, LLC philosophy of occupational health as a foundation for the delivery of quality patient care.
- * Provide follow-up of employee illnesses and injuries.
- * Maintain a working understanding of the company return to work policy, modified duty program elements, and communication requirements with relevant personnel.
- * Perform periodic health assessments for company employees and counsel them regarding health risks.
- * Collaborate with other members of the health team to identify problems and propose solutions to maintain a safe and healthful life style and work environment.
- * Utilize the principles of education to develop and implement educational programs related to prevention and wellness, worker safety, and risk prevention.
- * Collaborate with other members of the health team to help create a therapeutic working environment.
- * Maintain a current level of knowledge and skills necessary to deliver quality patient care.
- * Perform other tasks or responsibilities as communicated by the nurse manager or Director of Client Operations and CareHere, LLC administration.

QUALIFICATION REQUIREMENTS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and/or Experience: Licensed practical nurses must be at least high school graduates.

Reasoning Ability: Professional decision making and problem solving skills.

Certificates, Licenses, Registrations: Current state unrestricted licensure. Current BTLs certification required.

EXHIBIT M
SAMPLE PROVIDER AGREEMENT

Provider Services Arrangement

This Provider Services Arrangement ("Arrangement") is made and entered into this ____ day of _____, 20__ (the "Effective Date") by and between CareHere Management, PLLC, a Tennessee professional limited liability company ("CareHere"), and _____, a _____ ("Provider").

Recitals:

A. CareHere contracts with employers ("Employers") as shown on Exhibit A to arrange for the location of healthcare providers at Employer sites to perform certain agreed upon medical services for the employees of such Employer and/or their dependents and/or their retirees and/or the dependents of each.

B. The Provider is a healthcare provider in good standing with his/her profession and is currently licensed to practice medicine in the State of _____.

C. CareHere desires to enter this Arrangement with the Provider, and the Provider desires to enter into this Arrangement with CareHere for the Provider to provide such medical services on behalf of Employer to Employers' employees, retirees, and the dependents of each on the terms and subject to the conditions contained herein.

D. CareHere, on Employers' behalf, and Provider enter into this Arrangement with the intention of complying with _____ statutes that allows an employer to hire a physician to treat the employer's employees, retirees, and dependents of each.

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

ARTICLE I

SERVICES OF PROVIDER

1.01 Engagement of Provider. CareHere hereby engages the Provider via this Arrangement to provide Medical Services (as defined herein) to the Employers' employees, retirees, and the dependents of each on the terms and subject to the conditions contained herein.

As used herein, the term "Medical Services" means, with respect to each Employer, the medical services that CareHere has arranged for Provider to provide to that Employer.

Nothing contained herein shall prevent CareHere from contracting with other providers in order to arrange for the location of such providers at the Employer's sites to provide Medical Services to the Employer's employees, retirees, and/or their dependents.

1.02 Standards of Provider Performance.

- (a) The Provider shall determine his or her own means and his or her own methods of providing Medical Services pursuant to this Arrangement.
- (b) The Provider shall comply with all applicable laws and all applicable regulations with respect to the licensing and the regulation of Providers.
- (c) The Provider shall provide the Medical Services in a manner consistent with all applicable laws and all applicable regulations and in a professional manner consistent with the manner in which such Medical Services are provided in the community in which such Medical Services are provided by the Provider pursuant to this Arrangement.
- (d) The Provider shall maintain, during the term of this Arrangement, Appropriate Credentials (as defined herein). As used herein, the term "Appropriate Credentials" shall mean that Provider (1) is duly licensed to practice medicine in the State of Florida without limitation or restriction and has a DEA registration, (2) is in good standing with his/her profession and state professional association (3) has never had his or her license to practice medicine in any state restricted, revoked or suspended; (4) has never been convicted of a felony, (5) has never had an involuntary restriction placed on his or her DEA registration, and (6) is otherwise qualified to provide the Medical Services pursuant to this Arrangement.
- (e) The Provider shall notify CareHere within five (5) calendar days of receiving notification that Provider has: (1) had his or her license restricted, revoked or suspended, (2) had an involuntary DEA restriction placed on his or her federal DEA registration, (3) fallen out of good standing with his/her profession and/or state or (4) received notice of any legal action, whether malpractice or otherwise, by any employee of the Employer, the employee's spouse and/or dependent with respect to any services provided under this Arrangement or any other third party with respect to his or her professional services.
- (f) Should Provider plan to be out of the office for time off, Provider agrees to provide at least 30 days advance notice of such plan in writing to CareHere. If 30 days advance notice is not provided, Provider shall be liable to CareHere for an amount decided solely by CareHere, but not to exceed \$800.00.
 - (1) In the event there is an emergency and Provider has need for time off that conflicts with the Provider's regularly scheduled office hours at Employer's clinic and the emergency is such that Provider cannot comply with the notice requirement of section 1.02(f), the Provider shall diligently work to assist CareHere in securing the services of another licensed Provider, Provider's assistant or nurse practitioner (if applicable), who is trained in CareHere's methods and procedures, to cover for Provider at

Employer's clinic during those regularly scheduled hours when Provider cannot be in attendance. Provider shall notify CareHere immediately of the need for any such replacement and shall advise CareHere as to what arrangements Provider has made for coverage. If the emergency arose through no fault of the Provider and Provider complies with the requirements of this section, CareHere shall waive the requisite fee under section 1.02(f).

(2) In the event Provider has a need for personal time off that conflicts with the Provider's regularly scheduled office hours at Employer's clinic and is such that the Provider cannot comply with the notice requirements of section 1.02(f), the Provider must diligently work to assist CareHere in securing the services of another licensed Provider, Provider's assistant or nurse practitioner (if applicable), who is trained in CareHere's methods and procedures, to cover for Provider at Employer's clinic during those regularly scheduled hours when Provider cannot be in attendance. Provider shall notify CareHere immediately of the need for any such replacement and shall advise CareHere as to what arrangements Provider has made for coverage. If CareHere agrees that such personal time is warranted and necessary, the Provider could not have otherwise complied with the notice requirement, and the Provider complies with the requirements of this section, then CareHere shall waive the requisite fee under section 1.02(f).

(3) In any event, CareHere retains the right to waive the requisite fee under section 1.02(f) at its sole discretion.

(g) Nothing contained herein shall prevent the Provider from otherwise engaging in an independent medical practice or from otherwise providing medical services (as long as the Provider provides the Medical Services in accordance with this Arrangement).

(h) The Provider agrees to thoroughly document and code every patient encounter per CareHere defined standards. The Provider agrees to diligently refer patients to wellness programs and other initiatives per CareHere defined standards. The Provider agrees to diligently schedule patients for follow-up appointments, as needed, especially for annual Health Risk Assessments and results review per CareHere defined standards.

1.03 Services to be Provided/Scheduling of Services. The Provider shall provide the Medical Services on a schedule agreed upon by the Parties at the place of business of the Employer shown in Exhibit A commencing on or after the date of this arrangement.

1.04 Professional Liability Insurance. The Provider acknowledges that throughout the term of this Arrangement, CareHere will include Provider as an insured in a professional liability insurance program having minimum coverage limits of \$1 million per occurrence and \$3 million in the aggregate. This insurance only covers Provider's activities on behalf of the CareHere. The cost of Provider's participation in CareHere's professional liability insurance program shall be deducted from Provider's fees as provided for on **Exhibit A**. Provider shall cooperate with CareHere's risk manager to complete such applications and to timely submit all

information as may be necessary to qualify Provider for coverage and to include Provider in CareHere's liability insurance program.

Provider's coverage under CareHere's professional liability insurance program becomes effective on the effective date of this Arrangement. The program will pay on behalf of Provider all sums which Provider shall become legally obligated to pay as damages because of injury to any person arising out of the negligent act, error, or omission in rendering or failing to render Medical Services to patients at Employer's clinics during the term of this Arrangement. To be covered, such professional services must have been rendered within the course and scope of this Arrangement and the occurrence must have taken place during the term of this Arrangement. The claim, however, may be made subsequent to the termination of this Arrangement and still be covered.

CareHere retains the right to change its professional liability program in accordance with its best judgment. CareHere will notify Provider of any changes resulting in any reduction or restriction of Provider's coverage not less than thirty (30) days prior to the effective date of such reduction or restriction.

To participate in CareHere's professional liability insurance program, Provider must: (i) Give prompt notice to CareHere's risk manager upon learning of any facts or circumstances which Provider believes may give rise to a claim for professional liability under this Arrangement; (ii) Promptly forward to CareHere's risk manager copies of all documents giving notice of the demand, suit, or other circumstances which may give rise to a claim under this Arrangement; (iii) Cooperate fully with CareHere and its counsel in defending any claims, including attendance at hearings, depositions, trials, conferences, and the rendering of written reports, all of which Provider will undertake at no expense to CareHere; and (iv) Refrain from making any statements or performing any actions involving a claim or potential claim, without first obtaining the written consent of CareHere and its counsel.

The Provider understands that he / she is covered throughout the term of this Arrangement under CareHere's professional liability insurance program in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. As such, the Provider agrees that "tail coverage" is unnecessary from CareHere.

1.05 Prior Acts or Events Malpractice Tail Coverage. Provider acknowledges that CareHere's liability insurance coverage does not cover Provider for claims, if any, resulting from acts or events occurring prior to the effective date of this Arrangement and that Provider is responsible for obtaining insurance coverage for such claims. On or before the effective date of this Arrangement, and every year thereafter during the term of this Arrangement, Provider will provide CareHere with documentation of Provider's professional liability coverage for all acts that occurred prior to the effective date of this Arrangement.

1.06 Alternative Coverage. Provider acknowledges that CareHere's liability insurance coverage only covers Provider for claims, if any, resulting from acts or events occurring as a result of Provider's activities on behalf of the CareHere as specified in this Arrangement. Provider is responsible for obtaining insurance coverage for any professional activities conducted outside of his responsibilities to the CareHere. On or before the effective date of this Arrangement, and every year thereafter during the term of this Arrangement, Provider will provide CareHere with documentation of Provider's professional liability coverage for Provider's professional activities that may be conducted outside of this Arrangement.

1.07 Responsibilities of Parties. Each of CareHere and the Provider shall be solely responsible for

his, her or its actions and/or omissions and the actions and/or omissions of any agent or any employee used by him, her or it in connection with this Arrangement. Neither CareHere nor the Provider shall incur any liability for the actions or the omissions of the other party in connection with this Arrangement.

1.08 Billing. The Provider shall not bill or otherwise solicit payment from the employees of the Employer and/or their dependents for the Medical Services provided by the Provider. However, Provider may refer employee/patient to another healthcare provider in the event the CareHere onsite clinic cannot or is unable to provide a medically necessary service or procedure. Such other healthcare provider may invoice employee in accordance with the provisions of the Employer's health plan. Provider shall not be compensated for such referral.

1.09 Medical Records. The Provider shall complete and maintain timely and accurate medical records with respect to all patients treated at Employer's clinic, all of which medical records shall be maintained in a professional manner consistent with the accepted practice of the community in which the Provider provides the Medical Services pursuant to this Arrangement, applicable state and federal laws, and HIPAA privacy standards. Such medical records, together with all administrative and other information as CareHere may direct, shall be electronically entered and stored by Provider and other Medical Staff at Employer's clinic in a secure online medical management system to be provided and maintained by CareHere. All original medical records concerning patients of Employer's Clinic, or patients consulted, interviewed or treated and cared for by Provider on behalf of Employer during the Term of this Arrangement, shall be the property of, and remain in the custody of, CareHere or its designee throughout the term of this Arrangement and thereafter, in accordance with CareHere's established retention policies, for a period of not less than [ten (10)] years following the expiration or termination of this Arrangement or longer if required by law. Upon the termination of this Arrangement, Provider shall have no right to the medical records from patients treated at Employer's Clinics.

1.10 Obligation to Report. Should Provider encounter any situation that Provider believes may be in violation of the provisions of the CareHere's Policy and Procedure Manual, any law or regulation or any other CareHere policies or procedures, Provider agrees to immediately contact the Director of Client Operations, the Chief Clinical Officer, or another member of the management team. Provider is assured that no action will be taken by CareHere against the Provider for simply reporting possible violations. Provider agrees that if the Provider becomes aware of a situation that may be a violation of the Policy and Procedure Manual, any other policy or procedure, or any law or regulation, and does not report the situation, Provider's failure to report may be considered a part of the violation and Provider may be subject to disciplinary action if Provider is aware of a problematic situation and does not report it.

ARTICLE II

COMPENSATION

2.01 Compensation. In exchange for the Provider's provision of Medical Services at the Employer(s) locations pursuant to this Arrangement, CareHere shall pay the Provider a gross hourly rate of \$_____ for each hour of Medical Services provided by the Provider, with deductions from the hourly rate for the costs of any employee benefits and other employee-related expenses as applicable, including the allocated cost of professional liability insurance.

Provider shall be paid on a bi-weekly schedule. The payment by CareHere of any

compensation to the Provider is expressly conditioned upon the Provider documenting time worked utilizing CareHere's Time and Attendance program. No other form of submission will be accepted. Exceptions will be reviewed by CareHere's Human Resources department.

ARTICLE III

TERM AND TERMINATION

3.01 Term. Either the Provider or CareHere may terminate this relationship at any time for any reason. The Provider agrees to give written notice of termination of this Arrangement at least ninety (90) calendar days prior to terminating his or her provision of Medical Services under this Arrangement. CareHere will give written notice of termination of this arrangement at least ninety (90) calendar days prior to termination except where events in section 3.02 are applicable.

3.02 Termination. CareHere may terminate this Arrangement upon written notice to the Provider upon the occurrence of any of the following events: (a) the Provider is unable to provide Medical Services pursuant to this Arrangement due to a Disability (as defined herein); (b) the Provider is unable to provide Medical Services pursuant to this Arrangement due to the loss, the restriction or the suspension of the license of the Provider to practice medicine or involuntary restriction placed on his or her DEA registration; (c) the Provider has been convicted of a felony; (d) the Provider is unable to obtain or to maintain professional liability insurance in accordance with this Arrangement; (e) the Provider utilizes an agent or employee of the Provider in the performance of services under this Arrangement in violation of Section 1.02 (d) and (e); (f) an Employer terminates the relationship with CareHere to manage Employer's clinic and to locate a physician to provide medical services; (g) an Employer requests in writing that Provider not return to the facility due to the Provider's failure to adequately perform services as described herein; (h) if Provider performs in a manner that is unacceptable and/or detrimental to the interests of Employer or CareHere; or (i) if CareHere desires to terminate its relationship with Provider under this Arrangement at any time and for any reason. Such determination is the sole responsibility of the Employer or CareHere.

As used herein, the term "Disability" means the inability of Provider to perform the essential functions of his or her position pursuant to this Arrangement, with reasonable accommodation as required by the Americans with Disabilities Act of 1990, because of a physical or mental impairment that substantially limits one or more of the major life activities of Provider.

3.03 Effect of Expiration or Termination. In the event that this Arrangement terminates for any reason, the Provider shall be entitled to receive only the amount of compensation earned prior to the date of termination, and the obligations of CareHere and the Provider pursuant to Section 1.04, Section 1.05, Section 1.06, Section 1.07 and Article IV shall not be affected by such termination.

3.04 If a disagreement should occur between CareHere and Provider concerning the interpretation or performance of this Arrangement, each party must make prompt and serious efforts to resolve the disagreement internally between themselves. If the disagreement cannot be resolved internally, CareHere and Provider agree not to file any lawsuit or other legal action until they have first mediated their dispute in good faith before a certified mediator licensed in the State of Tennessee.

ARTICLE IV

MISCELLANEOUS

4.01 Notice. All notices and other communications permitted or required pursuant to this Arrangement shall be in writing, addressed to the party at the address set forth at the end of this Arrangement or to such other address as the party may designate from time to time in accordance with this Section 4.01. 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 telecopy with a receipt confirmation. Notices mailed pursuant to this Section 4.01 shall be deemed given as of three days after the date of mailing and notices personally delivered or sent by telecopy shall be deemed given at time of receipt.

4.02 No Solicitation Acceptance. During the term of this Arrangement and for a period of twelve (12) months following the termination of this Arrangement, if Provider accepts employment with the Employer, or contracts, whether directly or indirectly through a third party, to render services that are substantially similar to the Medical Services being provided under this Arrangement to the Employer, Provider shall pay an sum equivalent to twelve months of client fees to CareHere for accepting employment with the Employer or contracting, directly or indirectly through a third party with the Employer, which sum is intended to recoup the expenses incurred in establishing and setting up the Provider on-site program with the Employer, searching and recruiting of the Provider and any replacement Provider, and compensatory damages for lost revenue under the Arrangement and harm caused to CareHere.

4.03 Transferability. CareHere has entered into this Arrangement in specific reliance on the expertise and the qualifications of the Provider. Consequently, the interest of the Provider under this Arrangement may not be assigned or transferred to, or assumed by, any other person, in whole or in part, without the prior written consent of CareHere and Provider.

4.04 Entire Arrangement; Amendment. This Arrangement constitutes the entire agreement between CareHere and the Provider with respect to the subject matter hereof and supersedes all prior agreements. This Arrangement shall not be amended or waived, in whole or in part, except in writing signed by both of CareHere and the Provider.

4.05 Governing Law. This Arrangement shall be governed by, and interpreted in accordance with, the internal laws of the State of Tennessee, without giving effect to its conflict of laws provisions. CareHere and Provider agree that any action to enforce or construe this Arrangement must be brought and prosecuted in the state or federal courts situated in Williamson County in the State of Tennessee.

4.06 Enforcement/Attorney Fees and Costs. In any action between CareHere and Provider the prevailing party shall be entitled to recover all of its costs and expenses incurred in connection therewith, including, but not limited to, expert witness fees, trial consultants, and reasonable attorneys' fees, including attorneys' fees on appeal and all attorneys' fees incurred to prove both the entitlement to, and the reasonable amount of such fees.

4.07 Confidentiality and Non-Disclosure. CareHere and Provider agree to take all reasonable steps to insure that any information, with respect to the existence and the terms of this Arrangement or arising as a result hereof, that concerns the business of CareHere or the Employer, or with respect to any patients treated by Provider pursuant to this Arrangement, shall not be disclosed to third parties or used otherwise than in the

performance of the parties' respective obligations hereunder; provided, however, this restriction shall not apply to information (a) that must be provided to governmental authorities according to applicable law or regulations or that is provided pursuant to the lawful consent of a patient; (b) that is furnished to other healthcare professionals who are involved in treating a particular patient; (c) that is or becomes public knowledge through no act or fault of either party; or (d) that is otherwise required to be disclosed by applicable laws, regulations, or by final order of a court of competent jurisdiction.

Provider acknowledges that in the course of performance of this Arrangement Provider may gain access to information regarding CareHere's services, policies, procedures, processes, training materials, proprietary software, system implementation, statistical information, technology, customer and prospective customer information (including confidential medical information), pricing practices and rates, and other vital information (collectively "CareHere's Information"), all of which information is proprietary to CareHere, and that CareHere has taken steps to keep all CareHere's Information confidential. Provider agrees and expressly acknowledges that CareHere's Information constitutes valuable, special, and unique assets of CareHere. Provider agrees not to divulge CareHere's Information to third parties at any time or in any manner, either directly or indirectly, without the prior written consent of CareHere. Provider shall protect CareHere's Information and treat and maintain it at all times as strictly confidential. In the event Provider breaches his or her obligations of confidentiality hereunder, the injury to CareHere would be grave and irreparable making damages difficult, if not impossible, to calculate. Provider acknowledges this to be true and agrees that CareHere would lack an adequate remedy at law and shall therefore, upon posting of a bond in the amount of \$10,000.00 or less, be entitled to seek and receive an immediate injunction, from any court of CareHere's choosing, to preclude further breach or violation of this Arrangement. In any such action, Provider agrees never to claim or assert as an affirmative defense that CareHere has an adequate remedy at law.

Provider further agrees that all patient medical records to which Provider may gain access in performing this Arrangement shall be treated as confidential, so as to strictly comply with all state and federal laws regarding the privacy and confidentiality of patient records, including any applicable requirements under the Health Insurance Portability and Accountability Act of 1996, as amended (commonly referred to as "HIPAA").

4.08 Non-Disparagement. Provider (i) agrees that during the Term of this Arrangement Provider will not make any disparaging remarks about the CareHere or Employer, collectively or individually, or their products and services to any member of the general public ("Disparaging Remarks") and (ii) agrees that Provider shall not make any Disparaging Remarks after the Term of this Arrangement.

4.09 Modification to Comply With Law. The parties expressly acknowledge that it has been and continues to be their intent to comply fully with all applicable federal, state, and local laws, rules, and regulations. It is neither a purpose nor a requirement of this Arrangement or any other agreement between the parties to offer or receive any remuneration or benefit of any nature for the referral of, or to solicit, require, induce, or encourage the referral of, any patient, item, or business for which payment may be made or sought in whole or in part by Medicare, Medicaid, or any other federal or state reimbursement program. In the event a) either party is determined by any governmental body or agency to be in violation of any statute or regulation arising from this Arrangement, b) either party is subject to a proposed determination by any governmental body or agency that such party is in violation, c) the CareHere or Provider has received advice of qualified counsel ("Qualified Counsel") that there is a reasonable risk of a determination for any reason, including any applicable federal or state legislative or regulatory change, interpretation, or action,

that a Violation has occurred or may occur hereunder, then this Arrangement shall be renegotiated in good faith to comply with the then current law, and if the parties hereto are unable to reach a mutually agreeable and appropriate modification, either party may terminate this Arrangement upon ninety (90) days written notice to the other party, or such earlier notice period as may otherwise be required under the circumstances to avoid or cease a violation.

4.10 Access to Books and Records. Both CareHere and the Provider agree to provide access to their books and medical records to each party as they solely relate to this Arrangement.

4.11 Binding Effect. This Arrangement is binding on the parties and, to the extent such assignment is permitted by this Arrangement, their permitted successors and assigns.

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

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

4.14 Undefined terms. Any term used in this Arrangement, that is otherwise undefined, shall have the meaning generally accepted in the medical community.

(The remainder of this page intentionally left blank.)

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

CAREHERE, LLC

Signature: _____

Print Name: _____

Title: _____

Address: CareHere, LLC
5141 Virginia Way
Suite 350
Brentwood, TN 37027

Today's Date: _____

PROVIDER

Signature: _____

Print Name: _____

Address: _____

Today's Date: _____

Exhibit A

Provider agrees to provide on-site Medical Services to employees of the following Employers pursuant to the terms set forth in the attached Provider Services Arrangement:

Employee Benefits Information and eligibility requirements will be sent as a separate document, if applicable.

Provider Medical Malpractice Insurance: deducted from the gross hourly rate at \$2 per hour; per section 2.01 of this agreement and the Client Arrangement with CareHere.