

**FIRST AMENDMENT TO AGREEMENT BETWEEN ALACHUA COUNTY
CAREHERE MANAGEMENT, PLLC FOR MEDICAL SERVICES
NO. 11320**

THIS AMENDMENT (“Amendment”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and CareHere Management, PLLC a Foreign Limited Liability Company, which is authorized to do business in the State of Florida (“CareHere”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the County and CareHere previously entered into a Medical Services Agreement dated July 9, 2019, (the “Agreement”) for medical services through the operation of the Alachua County Health and Wellness Center (the “Center”), identified by No. 11320; and

WHEREAS, the Parties desire to amend the Agreement to clarify that CareHere shall purchase, and be reimbursed by County, all computer equipment. to allow for certain changes to CareHere’s professional liability insurance, to clarify, to clarify that annual merit and/or cost of living increases are based on the calendar year, to clarify that any access to books and records do not include access to patient information, to clarify that CareHere may transfer the Existing Agreement to its parent company, or other affiliate, without prior written consent, to add security criteria, and to do as otherwise provided herein.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

- A. **Definitions.** Capitalized terms used and not defined in this First Amendment have the respective meanings assigned to them in the Existing Agreement.

- B. **Amendment.** Section #1.05, of the Agreement, titled “Equipment and Supplies” is amended to read as follows:

1.05 **Equipment and Supplies.** Per Article II of this Agreement, the County shall reimburse CareHere for the equipment and supplies 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 County for reimbursement. 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 County. Further, CareHere shall purchase, maintain, and control, on behalf of County, all technological connectivity and all technological equipment, such as computers, printers, telephones and the like, and all such equipment shall be up for replacement every three (3) years, which may be extended by County and CareHere but to no longer than five (5) years from the purchase date. The equipment and

supplies shall be the property of the County and, upon payment to Provider for the equipment and supplies purchased by Provider, Provider shall deliver invoices, to the County, along with a list of serial numbers for the Equipment, where applicable. Provider shall comply with the County's asset inventory procedures. If any portion of the equipment and supplies is defective or otherwise not operating properly, it shall be the responsibility of Provider and the Medical Professionals to take all action reasonably necessary to endure that such equipment and supplies do not create a risk of injury to any person at the Center.

(a) Provider shall not make any single item that will be passed through to the County (i) in excess of one thousand dollars (\$1000); or (ii) not identified in Section 2.05 as a Reimbursable Expense, without the County's prior written approval.

C. Amendment Section 1.09 of the Agreement, titled "Cost of Living Increases" is amended to read as follows:

1.09 Cost of Living and Merit Increases. On an annual basis based on the calendar year, County agrees that CareHere will provide cost of living increases and/or merit increases for medical professionals and such cost shall be passed through under the ongoing operational expenses under Section 2.03. However, such increases shall not exceed 4% in any given year, unless otherwise agreed upon by CareHere and County.

D. Amendment. Section 6.02, titled "Insurance", is amended by the addition of sub-section 6.02.i to read as follows:

(i) All CareHere coverage required hereunder will be provided by carriers having a minimum A.M. Best Rating of no less than A-, with a Financial Strength Rating of no less than VIII, provided, however, that certain primary layer coverage required hereunder may be provided through Green Hills Insurance Company, a non-rated Vermont-domiciled Risk Retention Group (NAIC #11941) principally owned by CareHere's parent company, Premise Health, including its subsidiaries and affiliates. All insurance carriers used by CareHere will be licensed and qualified to do business in the state in which the Place of Services is located. Any excess (umbrella) coverage to the primary layer carrier will have a minimum A.M. Best Rating of no less than A-, with a Financial Strength Rating of no less than VIII. Coverage hereunder shall not be subject to cancellation on less than 30 days' written notice

E. Amendment. Section 8.06, titled "Access to Books and Records", is amended to read as follows:

8.06 Access to Books and Records. Both CareHere and the County agree to provide access to their books and records, as they relate to this Agreement, to the other Party. Such access shall be limited to only financial books and records and specifically excludes, but not by way of limitation, access to patient information.

F. Amendment. Section 8.07, titled "Successors", is amended to read as follows:

8.07 Successors. As between the parties, any change in majority ownership, management or control of either CareHere or County 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. CareHere may assign its rights and delegate the Services hereunder to its parent company or an affiliate or Affiliated P.C., or in connection with a sale, merger, acquisition, reorganization, or by operation of law without the prior written consent of County, provided that any successor in interest shall be financially able to provide Services without material negative impact on County. Except as provided herein to the contrary, this Agreement is binding upon and inures to the benefit of the Parties, their respective successors and permitted assigns.

G. Amendment. Exhibit J, titled "Security Criteria" attached to this First Amendment, shall be included in its entirety to the Existing Agreement.

H. Effective Date. This Amendment shall be effective upon and after full execution by both Parties.

I. Original Agreement. Unless expressly amended herein, all other terms and provisions of the original Agreement between the Parties, including any prior amendments to the Agreement, shall be and remain in full force and effect. In the event any of the prior amendments to the Agreement conflict with this Amendment, the provisions of this Amendment shall prevail.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed on the day and year below written.

ALACHUA COUNTY, FLORIDA

By: Marihelen Wheeler

Marihelen Wheeler, Chair

Board of County Commissioners

Date: _____

ATTEST

Jess Irby

J.K. "Jess" Irby, Esq., Clerk

(SEAL)

APPROVED AS TO FORM

DocuSigned by:
Robert C Swain
274E045D4E99416

Alachua County Attorney's Office

CAREHERE

DocuSigned by:
William D. Wright
5A002E0AE2B444F...

Print: William Wright

Title: Secretary

Date: 8/31/2022

DocuSigned by


IF THE CAREHERE IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

EXHIBIT J: Security Criteria

1. Procedures. At all locations where acts relating directly or indirectly to the Services are performed, CareHere shall maintain and enforce safety, physical, and administrative computer system security procedures that are at least (a) equal to industry standards for such types of service locations; and (b) as rigorous as those procedures in effect at such locations as of the effective date of this Agreement; and (c) in compliance with applicable law, specifically including applicable HIPAA security requirements. If County reasonably determines that there are any material gaps or deficiencies in CareHere security, then the Parties shall in good faith address such gaps or deficiencies.

2. Unauthorized Access. CareHere shall use commercially reasonable efforts to: (a) secure and defend the Services against breach of the CareHere security measures and technical safeguards, including unauthorized access to or unauthorized modifications of the Services; and (b) rectify and promptly mitigate any such breaches or modifications. As used in this Agreement, the terms "security measures," "technical safeguards," and "breach" have the meaning assigned to them in the HIPAA Security Rule. CareHere shall promptly report to County: (a) any confirmed security breaches; and (b) any unauthorized modifications of software used in the delivery of Services to the extent that there exists a substantial probability that such breach could affect the County or PHI maintained pursuant to this Agreement.

3. Data Security Certification. During the Term of this Agreement, as a means of evidencing its compliance with any information security requirements detailed in the Agreement, CareHere will provide County executive summaries of its compliance reports that document CareHere compliance with HIPAA. When, and if, County is moved to the EPIC system, CareHere will provide summary reports that evidence compliance with applicable current industry standards and best practices (such as HITRUST, ISO 27001, SOC2, and PCI-DSS). To the extent that such reports include business proprietary information of CareHere or any PHI, appropriate precautions will be taken by the parties to ensure that the data is appropriately limited, de-identified, and safeguarded. Audit reports of any contractors/affiliates/third parties to CareHere will not be provided to County in any form except for summary SOC2 or SOC3 of data center hosting facilities.

4. Use, Disclosure, and Security of Personal Information. Notwithstanding anything to the contrary set forth in this Agreement and in addition to, and not in lieu of, any other provisions in this Agreement regarding confidentiality and data security, the following shall apply with respect to Personal Information.

(a) Permitted Use of Personal Information. CareHere shall only use and shall cause all CareHere Personnel to use Personal Information only for purposes of performing the Services.

(b) Safeguarding Personal Information. CareHere agrees to:

(i) implement appropriate measures designed to ensure the security, integrity, and confidentiality of Personal Information;

- (ii) protect Personal Information against any known or anticipated threats or hazards to the security or integrity of such information;
 - (iii) protect against unauthorized access to, or use of, Personal Information that could result in harm to any Individual;
 - (iv) cause CareHere Personnel, or any other party to whom CareHere may provide access or disclose Personal Information, to implement appropriate measures designed to meet the objectives set forth in this Exhibit; and
 - (v) promptly notify County in writing in the event of breach (as defined in Paragraph 2 above) of Personal Information (such as through loss or audit failure).
- (c) Information Security Standards Training. CareHere shall use reasonable efforts to ensure all CareHere Personnel who have access to Personal Information receive training with respect to CareHere's Information Protection Requirements and related information security standards prior to gaining access to Personal Information.

Item #52, 22-0822

Final Audit Report

2022-10-04

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