

Grants & Contracts - Transmittal Memo

DATE: August 1, 2019

FROM: Purchasing Division, Contracts

TO: John Carnell, Amy Childs

CONTRACT #: 11320

VENDOR: CareHere Management, PLLC

DESCRIPTION: #11320 CareHere Management, PLLC agreement for medical services
RFP 20-95

APPROVED BY: Board of County Commissioners

APPROVAL DATE: July 9, 2019

RECEIVED ON: August 1, 2019

TERM START: October 1, 2019

TERM END: September 30, 2024

AMOUNT:

RFP/BID #: 20-95

GMW: N/A

**POR #
(ENCUMBERANCE):** N/A

ACTIONS REQUIRED: Please forward a copy to the vendor & retain a copy for your files.

CareHere Management, PLLC
Alachua County Board of County Commissioners
Medical Services Agreement

This **Medical Services Agreement** is made and entered into this 9 day of July, 2019, by and between **Alachua County, a charter county and political sub-division of the State of Florida, by and through its Board of County Commissioners**, with an address of Alachua County Administration Building, 12 SE 1st Street, , Gainesville, FL 32601 "County", and CareHere Management, PLLC, a Tennessee professional limited liability company "CareHere", with a business address of 5141 Virginia Way Suite 350 Brentwood, TN 37027. Collectively, hereinafter, the CareHere and the County are referred to as the "Parties".

Recitals:

WHEREAS, the County seeks to provide access to quality health care and to improve the health and wellness of its employees and other eligible persons through the provision of Central services at its employee health center located 4340 W Newberry Road, Suite 203 (the "Health & Wellness Center"); and,

WHEREAS, the County specifically wishes to offer primary care and occupational health services including but not limited to evaluation and treatment of work related injuries and illnesses, occupational health exams, health assessments, call support, immunizations, injections, exams and screenings, prescription dispensing, disease management and primary case management at the Center to its employees and other eligible persons; and,

WHEREAS, the County issued Request for Proposals (RFP) No.20-95 seeking proposals to administer an onsite employee health center for the County, the terms of which are incorporated herein by reference; and

WHEREAS, CareHere responded to the RFP by submitting a proposal CareHere Response to RFP #20-95 Onsite Health and Wellness Clinic (the "Proposal") , and,

WHEREAS, CareHere is a provider of health care services and employs or contracts with Medical Professionals duly licensed and qualified to provide such services and to manage and operate the Center; and,

WHEREAS, CareHere's Proposal was determined to be the best value to the County; and,

WHEREAS, it is the desire of the Parties hereto to enter into a contractual agreement whereby CareHere will provide Central and management services under the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

DEFINITIONS

"Administrative Fee" shall have the meaning set forth in Section 2.02.

“Capacity” shall be added and is calculated as the percentage of Actual Clinic Visits/Total Number of Available Clinic Visits per the Schedule

“Center” shall mean the “Alachua County Health & Wellness Center 4340 Newberry Road, Suite 203, Newberry, FL 32607,

“Covered Persons” shall mean (i) Eligible Employees, (ii) Eligible Dependents, (iii) Retirees covered by County Health Insurance.

“Effective Date” shall have the meaning set forth in Article 3.

“Eligible Dependent” means an individual enrolled as a qualified dependent of a County employee or COBRA participant currently participating in the County’s health insurance plan for General Employees or Sheriff Employees. The minimum age shall be established by Provider based upon the Medical Professionals’ expertise but in any event the minimum age established shall not be less than eight (8) years old.

“Eligible Employee” means a current, regular status employee or COBRA participant who is currently participating in the County’s health insurance plans.

“EMR” shall mean Provider’s electronic medical health records system.

“Equipment” shall mean the equipment provided by the County as set forth in the Inventory.

“HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996, as amended.

“Inventory” shall have the meaning set forth in Section 1.05.

“Management Services” shall have the meaning set forth in Section 1.3.

“Medical Assistant” shall mean a certified medical assistant and x-ray technician duly licensed in the State of Florida to provide medical assistance to the Medical Professionals.

“Medical Professionals” shall mean a Physician, Physician Assistant, Nurse Practitioner, as described herein, or other professional duly licensed in the State of Florida to provide medical services.

“Nurse Practitioner” shall mean an Advanced Registered Nurse Practitioner (“ARNP”) appropriately licensed within the State of Florida operating within the scope of their license.

“Personnel” shall collectively refer to the Medical Professionals and any support personnel.

“Physician” shall mean a board certified or board eligible Medical Doctor (“M.D.”) or Doctor of Osteopathy (“D.O.”) appropriately licensed in the State of Florida operating within the scope of their license and licensed to dispense pre-packaged medications.

“Physician Assistant” means a Physician Assistant appropriately licensed within the State of Florida operating within the scope of their license.

“Prospective Employees” shall mean post offer applicants for employment with the County who are eligible to receive pre-employment physicals and drug testing at the Center.

“Protected Health Information” or “PHI” shall mean information as defined by the Health Insurance Portability and Accountability Act of 1996, as amended, and by all federal and state privacy requirements.

“Reimbursable Operating Expenses” shall have the meaning set forth in Exhibit I.

“Services” shall refer collectively to the Central Services and the Management Services.

“Supplies” shall mean the supplies reasonably necessary for the delivery of the Central Services including but not limited to pharmaceuticals, dressings, bandages, syringes, blood draw supplies, patient forms, and information.

“Term” is based on the County’s fiscal cycle of October 1 to September 30 of any given year.

“Workers’ Compensation Services” shall mean services denoted in CareHere’s response to RFP 20-95, which shall be provided in accordance with Chapter 440, Florida Statutes.

ARTICLE I

PROVISION OF PHYSICIAN OR PHYSICIAN EXTENDERS

1.01 Provision of Medical Professional. CareHere shall arrange for a Physician(s) 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 County to provide the Medical Services (as defined herein) to the employees and/or retirees of the County and/or the dependents thereof. 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. County shall have the opportunity to interview all final Medical Professional candidates identified by CareHere. County may object to the engagement of a Medical Professional for any reason, and CareHere shall take all such objections into reasonable account. In any event, CareHere shall at all times be solely responsible for the selection of the Medical Professionals.

As used herein, the term “Medical Services” means, with respect to the County, the medical services with respect to which CareHere has agreed to arrange for a Medical Professional and/or Medical Assistant to be present pursuant to this Agreement. The Medical Services with respect to which CareHere has agreed to arrange for Medical Professionals are listed on Exhibit A.

The County and CareHere may, at any time and from time to time, amend or supplement Exhibit A by written agreement.

1.02 Standards of Medical Professional Performance. CareHere shall contract with an independent Medical Professional such that the Medical Professional is obligated to perform or deliver the following, supported by a Medical Assistant under the Medical Professional’s direction, control, and supervision:

(a) The Medical Professional shall determine his or her own means and methods of providing Medical Services in connection with this Agreement.

(b) The Medical Professional and Medical Assistant shall comply with all applicable laws and regulations with respect to the licensing and state regulations.

(c) The Medical Professional and Medical Assistant 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) The Medical Professional 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 Florida
- (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 1.02 (d). CareHere shall require any Medical Professional to remove and promptly replace any Medical Assistant or other Health Professional (as defined in Section 1.08) 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 Medical Professional to ensure that any Medical Assistant or other Health Professional complies with the requirements of this Section 1.02 with respect to performance, licensing, certification, and good standing, as applicable, except as otherwise provided in Section 1.08 with respect to medical doctor interns and residents. CareHere shall require the Medical Professional to notify CareHere immediately in the event the Medical Professional learns of the possibility that any of the events specified in Section 1.02(e) may occur with respect to the Medical Professional, any Medical Assistant or any other Health Professional, and CareHere shall immediately notify the County of such notification.

(g) This agreement and the independent contractor agreement in which CareHere has agreed to arrange for Medical Professionals to be located at County's work site is intended to comply with Florida regulations that allow an Employer to hire a physician to treat the County's employees, retirees, and the dependents of each.

1.03 Scheduling of Services. CareHere shall contract with the Medical Professional/Medical Assistant for the Medical Professional to provide the Medical Services at a location(s) and schedule agreeable with County. Both CareHere and the County shall agree upon a target clinic opening date for the Medical Professional to begin delivering Medical Services. The Medical Professional shall be working on behalf of the County consistent with any and all applicable Florida regulations.

1.04 Place of Services. The County shall provide the Medical Professional an examination room(s) at County's place of business or other location mutually agreed to by County 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 County 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, and telephone and fax connectivity. The County agrees to coordinate, manage, fund and oversee any construction and/or renovation required to provide the Place of Service. The County 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) Utilities and Cleaning. Provider shall be responsible for overseeing functionality of utilities and cleaning and shall notify the County's Project Representative of any items not satisfactorily functioning for Center operation. Provider shall be reimbursed for actual costs associated with these requirements.

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, on behalf of County, 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 ensure 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.

1.06 Responsibilities of Parties. The County 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 County 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 County 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 County from and against any cost, damage, expense, loss, liability or obligation of any kind, including, without limitation, reasonable attorney's fees, which County 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 County's state.

1.07 Other Licensed Health Professionals. The County agrees and acknowledges that Medical Professional may from time to time have other Health Professionals, as defined the next sentence, assist the Medical Professional and/or replace the Medical Professional during his or her regularly scheduled time at the County'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 1.07 shall apply in the same manner to the Health Professional as such section applies to the Medical Professional. From time to time the Medical Professional, upon consent of an employee of the County 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 1.02 shall apply as well to Health Professionals, other than medical doctor interns and residents working under the direct supervision of the Medical Professional.

1.08 Quality of Work. Provider represents and warrants that:

(a) the Services to be performed under this Agreement shall be accomplished in a professional and competent manner consistent with the level of care and skill ordinarily exercised in the trade under similar circumstances;

(b) all deliverables and services provided under this Agreement will be of merchantable quality and fit for the particular purposes of the County;

(c) Provider will comply with all applicable federal, state and local laws, rules, regulations and orders in connection with the performance of its obligations hereunder;

(d) Provider shall establish protocols for the operation of the Center for use by the Personnel and shall, upon request, provide such protocols to the County. Such protocols shall remain the proprietary information of Provider and shall be returned to Provider after the expiration or earlier termination of this Agreement; and

(e) Provider shall have annual Quality Assurance Reviews for the operations of the Center and shall promptly provide the results to the County.

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

1.10 Billing. CareHere shall contract with the Medical Professional that the Medical Professional shall not bill or otherwise solicit payment from employees of the County and/or their dependents, or County, or from the County Benefit Plan Trust for the Medical Services provided by the Medical Professional.

1.11 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 County 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 County 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.

In the event of termination for any reason, CareHere agrees to electronically transfer all medical records to any successor clinic administrator selected by the County. The electronic transfer of these records will be in an industry standard format to be determined by CareHere and County agrees to pay to CareHere an amount of \$2,500 for such transfer. In the event County 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 County agreeing to pay the costs, up to \$7,500, to CareHere to cover expenses associated with preparing, packaging, testing, transferring, and verifying the electronic transfer of medical records to the successor clinic administrator.

1.12 Reports.

(a) In accordance with **Exhibit E**, CareHere shall provide to the County, within ninety (90) days following each 12-month period of operations an Annual written report with respect to the provision by the Medical Professional of the Medical Services during the immediately preceding 12-month period. Additionally, in accordance with **Exhibit E**, CareHere shall provide to the County Quarterly reports by the 15th of the month following the reporting period. These written report shall be in form reasonably satisfactory to each of the County and CareHere and sent to the HIPPA Privacy Officer(s) in accordance with **Exhibit F**.

(b) The County 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. County 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 County (see **Exhibit C & D**) and any administrator or agency designated by the County as the source for the data.

1.13 Noncompliance by the Medical Professional. In the event that the County 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 County 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.

1.14 Provision of Management Services. Medical Services to be provided by the independent on-site Medical Professional include but are not limited to the items listed in Exhibit A. Provider shall provide those management and administrative services necessary for the effective and efficient operation of the Center, subject to the reasonable policies set forth by the County, as more specifically described in the Scope of Management Services attached hereto as **Exhibit B** and incorporated in this Agreement (“**Management Services**”).

ARTICLE II COMPENSATION

2.01 Initial Set-Up Fee. The County is responsible for the expense of setting up the clinic. Upon execution of this Agreement, the County shall pay to CareHere an initial set-up fee of \$ **TBD**. Any specialized rooms and/or equipment, such as physical therapy, chiropractic, and/or massage, shall be specially assessed by CareHere and such cost shall be agreed to by County prior to implementation beginning. The initial set-up fee for any Occupational/Workers Compensation services will be an additional amount agreed upon by CareHere and the County.

2.02 Monthly Fee. Monthly invoicing by CareHere will commence upon the first day of the contract. The below will list the monthly rate for each group eligible to access the clinic. In the event a group rate is listed as "Intentionally Omitted", such group shall not have access to the center. The monthly fee will cover the costs of the following: Clinical Manager, Administrative staff, Payroll and Human Resources, Accounts Payable and Accounting fees, Legal and Professional Fees (excluding clinical licensure required to provide the services hereunder, which shall be passed through at no additional markup), Government Fees (excluding clinical licensure required to provide the services hereunder, which shall be passed through at no additional markup), Administrative Overhead including reporting, recruiting, credentialing, IT support, scheduling, Marketing Team and Supplies (up to two mailers per year), Biometric Screenings (conducted at the health center during normal operational hours up to the number of employees for which CareHere receives a PEPM fee), Wellness/Coaching, Integration with Deerwalk, 24/7 call center, smartphone applications, & Technology and support.

(a) Employees. No later than the 10th day of each calendar month immediately following the receipt of the CareHere invoice, the County shall pay to CareHere the amount of \$17.99 per employee per month for arranging for the Medical Professional and the other services provided under this Agreement during the immediately preceding calendar month. This rate shall be in effect for the term of this Agreement

(b) Retirees. [Intentionally Omitted]

2.03 Ongoing Operational Expenses. These will be made in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes, as amended, which provides prompt payment, interest payments, a dispute resolution process and payments for all purchases be made in a timely manner for properly executed invoices by local governmental entities.

(a) No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Provider, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Provider of liability for the defective, faulty or incomplete rendition of the Services.

2.04 Deposit Account: The County shall deposit in an Master Account established by the Provider and maintained by a financial institution authorized to conduct business in the State of Florida as required by Section 136.091, Florida Statutes, an amount to be agreed to by the parties for the purpose of paying operating expenses on a bi-weekly basis and to perform bi-weekly reconciliation on of that account. The funds deposited into the Master Account, opened exclusively for the Alachua County BoCC, shall be maintained by the Provider at the financial institution designated by the Provider. The Provider shall use funds deposited by the

County into the Master Account to pay items listed within the Reimbursable Operating Expenses listed in Exhibit I.

2.05 Reimbursable Expenses: 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), medical supplies, medications, laboratory expenses, office supplies, equipment and other items, including technological equipment and related software, that may be required by CareHere or the Medical Professional to provide the Medical Services under this Agreement 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 County will negotiate appropriate Cost of Living Adjustments to be enacted for Medical Professionals. CareHere will submit an invoice along with supporting documentation for the operating expenses of the health center no later than the 10th of the following month.

2.06 Health Risk Assessments. CareHere agrees to provide, equal to the number of employees covered by the County's health plan, an annual Health Risk Assessment at no additional charge to the County. A charge of \$50.00 will be assessed for each Annual Health Risk Assessments performed in excess of the number of employees covered by the County's health plan.

2.07 Travel & Living Expenses. Following the initial opening of the Employer clinic, CareHere shall receive reimbursement in accordance with Florida Statute 112 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 County and not contemplated by this agreement. CareHere shall make reasonable efforts to control the costs associated with such travel and in no event shall County be responsible for reimbursement under this Section 2.07 of more than \$5,000 per annum.

ARTICLE III TERM AND TERMINATION

Term. This Agreement shall be for a term of five (5) years commencing October 1, 2019, subject to earlier termination in accordance with this Agreement. The County shall have the exclusive right to renew the Agreement for two additional two (2) year terms. Any such renewal shall be by written contract amendment duly executed by the Parties.

3.01 Termination:

(a) Following the first eighteen (18) months of operations, the County shall have the right to terminate this Agreement, in whole or in part, with or without cause, and for its convenience, upon ninety (90) days written notice to Provider

(b) Either party shall have the right to terminate this Agreement, with cause, upon the default by the other party of any term, covenant or condition of this Agreement, where such default continues for a period of fourteen (14) business days after the defaulting party receives written notice

from the other party specifying the existence of the default, or beyond the time reasonable necessary for cure if the default is of a nature to require more than fourteen (14) business days to remedy and the defaulting party is making diligent, good faith efforts to cure such default. Notwithstanding the foregoing, termination under this section shall require ninety (90) days written notice to the other Party.

(c) The expiration or the termination of this Agreement shall not affect the obligation of the County 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

(d) Upon termination, this Agreement shall have no further force or effect and the Parties shall be relieved of all further liability hereunder, except that the provisions of this Section and the provisions regarding the right to audit, property rights, insurance, indemnification, confidentiality, governing law and litigation shall survive termination of this Agreement and remain in full force and effect

3.02 Non-Solicitation. During the term of this Agreement and for a period of one (1) year following termination, County agrees not to solicit for employment, directly or indirectly, engage as an independent contractor, or otherwise induce, influence or encourage to terminate employment with CareHere any employee, agent or contractor of CareHere. General solicitation through the media that is not directed specifically to any employee, agent or contractor of CareHere shall not be considered solicitation under this Section 3.02, unless such solicitation is undertaken as a means to circumvent the restrictions contained in or conceal a violation of this Section 3.02. County agrees that the restrictions contained in this Section 3.02 are reasonable. However, in the event this Agreement is terminated for cause by County, this Section 3.02 shall no longer be in effect.

ARTICLE IV MEDICAL AND EMPLOYMENT RECORDS

4.01 Medical Records. CareHere shall maintain medical records for each Covered Person who receives services performed by CareHere at the Center in a professional manner consistent with the accepted practice of the community in which the Physician provides the Services and applicable law. Such medical records shall be the property of CareHere. CareHere shall be solely responsible for the storage, maintenance and confidentiality of such records. CareHere shall be responsible for fulfilling all requirements imposed by state, local and federal law with respect to the preparation, maintenance, security, disclosures, and retention of medical records. CareHere agrees to keep and maintain any medical records for the longer of twelve (12) years or as required by Florida law. Upon expiration or earlier termination of this Agreement, CareHere agrees, to the extent permitted by applicable law, with proper consent, to provide an electronic medical record to a successor on-site Center vendor or doctor pursuant to Section 1.12 of this Agreement. At County's election and in accordance with applicable federal and state law, CareHere shall deliver the electronic medical records to a designee of the County to maintain the records in accordance with Florida law. CareHere shall provide Covered Persons with copies of their medical records upon request.

4.02 Employment Records. All other records and documents, including but not limited to those records that constitute employment records of Covered Persons, created as a result of CareHere's performance under this Agreement shall at all times be considered the property of the County. The County shall be solely responsible for the storage, maintenance and confidentiality of such records. Both during and after the term of this Agreement, CareHere or its designees shall be permitted to inspect or duplicate any pertinent chart or

record to the extent necessary to meet professional responsibilities to a Covered Person and/or to assist in the defense of any professional liability or similar claim; provided, however, that such inspection and duplication shall be permitted and conducted in accordance with applicable legal requirements.

ARTICLE V REPORTING AND RIGHT TO AUDIT

5.01 Right to Audit. CareHere shall maintain adequate records for the Services performed under this Agreement for five (5) years, or as otherwise required by law, following completion of the Services, or conclusion of any litigation regarding this Agreement. The County shall have the right to audit CareHere's books and records, at the County's expense, upon prior notice, with regard to the Services provided to the County under this Agreement. CareHere shall allow the County or its representative to interview all current or former employees to discuss matters pertinent to this Agreement. If an audit inspection in accordance with this section discloses overpricing or overcharges (of any nature) by CareHere to the County in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the County's Internal Audit department shall be reimbursed to the County by CareHere and (2) a 5% penalty of the overpricing or overcharges shall be assessed. Should CareHere find any overpricing or overcharges (of any nature) outside of the aforementioned audit and relate those to the County and reimburse the County, no penalty shall be assessed to CareHere. Further, CareHere shall have the right to review and contest any auditor's findings. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by CareHere within 45 days from presentation of County's findings to CareHere unless CareHere contests the auditor's findings. Annual auditing may be done by the County's Clerk Finance and Accounting and Information & Telecom (ITS) Departments in accordance with the asset and inventory auditing policies. This audit includes physical asset inventory and yearly submission of all inventory on hand. The annual inventory report is to be conducted each September 30 through the term of the contract. ITS reserves the right to audit the hardware of all County owned computers that are considered assets of the County. Failure by CareHere to permit such audit shall be grounds for termination of this Agreement by the County.

5.02 Application of Law to Audit and Reporting Requirements. Nothing in this Agreement nor in the County's policies shall require CareHere to violate any federal or state law or regulation regarding the confidentiality of such medical information. The County shall ensure that it and any third party conducting an audit shall be duly authorized by Covered Persons to obtain and review the records.

ARTICLE VI INDEMNIFICATION AND INSURANCE

6.01 Indemnification. CareHere agrees to indemnify, defend, save and hold harmless County, its commissioners, officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from County, its commissioners, officials, agents, or employees by reason of any damage to property or personal injury, including death and which damage, injury or death arises out of or is incidental to or in any way connected with CareHere's performance of the Services or caused by or arising out of (a) any act, omission, default or negligence of CareHere in the provision of the Services under this Agreement; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with CareHere's execution of Services under

this Agreement; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by CareHere. This indemnification includes, but is not limited to, the performance of this Agreement by CareHere or any act or omission of CareHere, its Personnel, agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. CareHere agrees to pay all claims and losses and shall defend all suits, in the name of County, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. County reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CareHere under this indemnification provision. To the extent considered necessary by County, any sums due CareHere under this Agreement may be retained by County until all of County's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by County. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require CareHere to indemnify County for its own negligence, or intentional acts of County, its agents or employees. Nothing in this Agreement shall be deemed to be a waiver of the County's sovereign immunity under Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement

6.02 Insurance

(a) CareHere shall purchase from and maintain, in a company or companies lawfully authorized to do business in Florida, such insurance as will protect the County from claims set forth below which may arise out of or result from performance under this Agreement by CareHere, or by a subcontractor of CareHere, or by anyone directly or indirectly employed by CareHere, or by anyone for whose acts CareHere may be liable

(b) Coverage shall be maintained without interruption from the effective date of this Agreement until date of final payment and termination of any coverage required to be maintained after final payment. Any liability coverage on claims made basis shall remain effective for two (2) years after final payment. If any of the required insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted along with the application for final payment

(c) The County shall be provided a minimum of thirty (30) days prior written notice of any adverse material change, including any reduction, non-renewal or cancellation of CareHere's required insurance coverage, or any increase in CareHere's self-insurance retention

(d) Evidence of insurance, being a current ACORD certificate of insurance or its equivalent, executed by the insurer, or its agent or broker, evidencing that a policy of insurance and any required endorsements have been issued by the agent/broker shall be delivered to County prior to execution of this Agreement. The Certificate of Insurance shall be dated and show the name of the insured, the specific Agreement by name and contract number, the name of the insurer, the number of the policy, its effective date, and its termination date. This will be a pass through with no additional charge

(e) All required insurance (except Worker's Compensation and Professional Liability) shall include an Additional Insured endorsement identifying the County as an Additional Insured. Any costs for an additional insured endorsement will be passed through with no additional mark up.

(f) Required Coverage: CareHere shall maintain following liability coverage, in the limits specified:

- (1) Comprehensive General Liability: Not less than \$1,000,000.00 Combined Single Limit per each occurrence and \$2,000,000 aggregate, with bodily injury limits. May not be subject to a self-insured retention or deductible exceeding \$25,000.
- (2) Automobile Liability: Not less than \$1,000,000.00 for injuries per person in any one accident or occurrence and \$1,000,000.00 in the aggregate for injuries per occurrence or accident, with \$100,000.00 for property damage in any one accident or occurrence. May not be subject to a self-insured retention or deductible exceeding \$10,000.
- (3) Worker's Compensation: Worker's Compensation and Employer's Liability Insurance with limits of Employer's Liability Insurance not less than \$500,000 "each accident," \$500,000 "disease policy limit," and \$500,000 "disease each employee."
- (4) Professional Liability or Errors and Omissions: Professional liability insurance (including technology errors, omissions, and medical malpractice) with a limit of not less than two million dollars (\$2,000,000.00) for each claim and in the aggregate covering CareHere and all Medical Professionals.

(g) Workers' compensation, employers' liability, general liability and automobile liability policies shall provide a waiver of subrogation in favor of the County.

(h) CareHere's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the County for liability arising out of operations under this Agreement. All liability policies must name the Alachua County Board of County Commissioners as an additional insured

ARTICLE VII PROJECT RECORDS

7.01 General Provisions

(a) Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law

(b) In accordance with §119.0701, Florida Statutes, the CareHere, *when acting on behalf of the County*, as provided under 119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable

time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the CareHere shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law

(c) CareHere shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the CareHere does not transfer the records to the County

7.02 Covered Persons

(a) CareHere and the County agree that they will adopt such policies and procedures, execute such written amendments to this Agreement or enter into such other agreement(s) as may be required to make their activities under the Agreement compliant with the Federal Health Information Technology for Economic and Central Health Act of 2009 ("HITECH Act"), the Administrative Simplification Provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C.A. 1320d-8 ("HIPAA"), and any current and future regulations promulgated under either the HITECH Act or HIPAA, including without limitation the federal privacy standards contained in 45 C.F.R. Parts 160 and 164 and the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 as amended, and other applicable local, state and federal privacy laws. In furtherance of this agreement, CareHere and the County will execute the "Business Associate Agreement" at Exhibit L. CareHere shall take steps to safeguard the confidentiality and privacy of member/participant identifiable information and to prevent unauthorized disclosure of the same by its employees and agents. The County acknowledges that in receiving or otherwise dealing with any records or information about Covered Persons receiving treatment for alcohol or drug abuse, CareHere may be bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2, as amended from time to time), as well as any state laws that govern HIV/AIDS and mental health treatment. CareHere, at the County's expense, will resist in judicial proceedings any effort to obtain access to such records or information relating to the Central Services except such access as is expressly permitted by the aforementioned federal regulations and/or State law and will notify the County of any such judicial proceedings

(b) The parties acknowledge that certain records and documents created or maintained by CareHere may constitute employment records not subject to HIPAA and others may include protected health information ("PHI") as that term is defined by HIPAA. The parties shall collaboratively develop policies and procedures to segregate PHI subject to HIPAA and other state and federal privacy laws from employment records and to ensure the parties preserve the privacy and confidentiality of PHI in accordance with HIPAA and other applicable state and federal laws. Except for employment records not subject to HIPAA, CareHere shall not provide documents containing PHI to the County without written authorization from the Covered Person

(c) The obligations created by this section shall remain in effect indefinitely, and shall survive the termination or cessation of this Agreement

7.03 Confidential Information:

(a) During the term of this Agreement or license, the CareHere may claim that some or all of CareHere's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by CareHere

in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. CareHere shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the CareHere as "Confidential Information" or "CI"

(b) The County shall promptly notify the CareHere in writing of any request received by the County for disclosure of CareHere's Confidential Information and the CareHere may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. CareHere shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. CareHere shall investigate, handle, respond to, and defend, using counsel chosen by the County, at CareHere's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. CareHere shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. CareHere releases County from claims or damages related to disclosure by County

7.04 **Project Completion:** Upon completion of, or in the event this Agreement is terminated, the CareHere, when acting on behalf of the County as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of the CareHere or keep and maintain public records required by the County to perform the service. If the CareHere transfers all public records to the County upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CareHere keeps and maintains public records upon the completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the Counties custodian of public records, in a format that is compatible with the information technology systems of the County.

7.05 **Compliance:** A CareHere who fails to provide the public records to the County within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

IF THE CAREHERE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CAREHERE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE achilds@alachuacounty.us, PHONE (352) 264-6981, OR US MAIL AT 12 SE IST STREET, 3D FLOOR, GAINESVILLE, FL 32601

ARTICLE VIII MISCELLANEOUS

8.01 **Transferability.** Except as provided in Section 9.07, 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.

8.02 **Notices.** All notices, offers, requests, demands and other communications pursuant to this Agreement shall be given in writing by personal delivery, by prepaid first class registered or certified mail

properly addressed with appropriate postage paid thereon, tele copier, facsimile transmission or e mail, and shall be deemed to be duly given and received on the date of delivery if delivered personally, on the second day after the deposit in the United States Mail if mailed, upon acknowledgment of receipt of electronic transmission if sent by tele copier or facsimile transmission or e mail. Notices shall be sent to the Parties at the following addresses

If to CareHere:

CareHere
5141 Virginia Way
Suite 350
Brentwood, TN 37027
Attn: Ben Baker

With a Copy to:

CareHere
5141 Virginia Way
Suite 350
Brentwood, TN 37027
Attn: Legal Department

If to the County:

Alachua County Risk Manager
County Administration Building
12 SE 1st Street, 3rd Floor
Gainesville, Florida 32601-6983

With a Copy to:

Alachua County Contracts Administrator
12 SE 1st Street, 3rd Floor
Gainesville, FL 32607

Or to such other address as any party may have furnished to the others in writing in accordance herewith, except that notices of change of address shall only be effective upon receipt.

8.03 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the County 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 of the County and CareHere.

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

8.05 Governing Law; Jurisdiction; Venue; Litigation. This Agreement shall be construed and interpreted, and the rights of the Parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The County and CareHere submit to the jurisdiction of Florida courts and federal courts located in Florida. The Parties agree that proper venue for any suit concerning this Agreement shall be Alachua County, Florida, or the Federal Northern District of Florida. CareHere agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*.

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.

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. In such event, this Agreement shall be assumed upon a change of ownership, change of control, change in management, reorganization, etc. of, or at, County or CareHere.

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

8.09 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.

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

8.11 Hierarchy In the event of conflicts or discrepancies among Contract Documents, interpretations will be made based on the following priorities:

- (a) Written and fully executed Amendments to this Contract
- (b) This Contract
- (c) RFP 20-95
- (d) CareHere's response to RFP 20-95
- (e) All Exhibits enumerated in this Contract

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

ALACHUA COUNTY, FLORIDA

By: _____

Chris S. Christensen, Chair
Board of County Commissioners
Date: July 9th 2019

ATTEST:

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

APPROVED AS TO FORM

[Signature]
Alachua County Attorney's Office

Clerk

(SEAL)

ATTEST (By Corporate Officer)
By: Michelle Anglea
Print: Michelle Anglea
Title: Sr. Vice President

CareHere Management, PLLC
By: [Signature]
Print: Ben Baker
Title: Chief Operating Officer
Date: 7/2/2019

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:

- 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
 - Minor surgical procedures
- Primary Care
 - Preventative health screenings
 - Disease management
 - Wellness exams
- Lab testing and onsite collection
- Medication dispensing
- Initial triage treatment for work related injuries for covered employees under County's Workers' Compensation Insurance (excludes the Sheriff Office employees).
 - CareHere will provide initial medical treatment as well as any additional follow-ups to bring the employee to Maximum Medical Improvement (MMI) or until such time that patients care is transferred to a specialist. The initial visit shall occur same day as the report of injury or as scheduled by Risk Management.
- Employment Related Activities
 - Pre-employment and annual physicals and associated medical surveillance (hearing, vision, respiratory, EKG X-ray etc.). Help coordinate vendor services when applicable such as Stress Tests and Audiology assessments.
 - Fitness for Duty Exams
 - DOT physicals for employees upon request of Human Resources and/or Risk Management
 - Drug testing collection pursuant to Florida Drug Free Workplace and Department of Transportation rules and regulations
- Ordinary and routine care of the nature of a visit to the doctor's office

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.)

- Disease/Case 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

(The remainder of this page intentionally left blank.)

EXHIBIT B

SCOPE OF MANAGEMENT SERVICES

1. Manage and supervise daily operation of the Center in accordance with all applicable local, state, and federal laws. Share and recommend clinical best practices with the County.
2. Obtain and maintain all necessary licenses, certifications, and accreditations for the operation of the Center.
3. Recruit, employ, and supervise all medical and non-medical staff necessary for the operation of the Center.
4. Provide appropriate physician supervision for nurse practitioners and other licensed staff.
5. Maintain patient files as required by industry standards and applicable laws including an electronic medical record.
6. Purchase with the County's approval and at the County's expense equipment and supplies necessary for the operation of the Center.
7. Maintain, or arrange for the maintenance of all technical, mechanical or electronic equipment used in the operation of the Center.
8. Regularly assess and recommend cost-saving measures while maintaining high quality of care.
9. Participate in meetings with the County at the reasonable request of the County.
10. Provide Center health portal services.
11. Maintain practice management system and electronic medical record system.
12. Provide customer service line and 24/7 online scheduling system
13. Provide Medical Supply and Equipment inventory management
14. Contract for disposal of biomedical waste

EXHIBIT C

BUSINESS ASSOCIATE AGREEMENT – COUNTY 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. Subject to the limitations of the County's Sovereign Immunity, under Florida Statutes, Section 768.28, 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. §81.2 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.

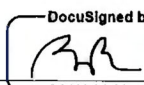
(The remainder of this page intentionally left blank.)

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 (Alachua County Board of County Commissioners):

By: 
Name: Charles S. Chestnut II
Title: Chair

CUSTOMER (CareHere Management, PLLC):

By: 
Name: Ben Baker
Title: Chief operating officer

BA Name: _____

BA Address: _____

Effective Date: _____

EXHIBIT D

BUSINESS ASSOCIATE AGREEMENT – CAREHERE MANAGEMENT IS BA

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

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

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

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

24. **Definitions.**

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

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

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

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

- (vi) as necessary to perform the Services;
- (vii) to carry out its legal responsibilities;
- (viii) for the proper business management and administration of BA;
- (ix) to provide Data Aggregation services relating to the Health Care Operations of Customer to the extent, if any, expressly provided in the Services Agreement; and
- (x) as Required By Law.

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

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

provided, however, that any disclosure to an agent or subcontractor of BA shall be pursuant to a written agreement between BA and such

agent or subcontractor containing substantially the same restrictions and conditions on the use and disclosure of PHI as are set forth in this Agreement.

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

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

29. **Reports to Customer; Breach Notification.**

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

by Customer. For purposes hereof, a Breach shall be deemed discovered as provided under HIPAA.

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

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

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

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

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

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

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

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

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

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

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

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

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

41. Term and Termination. This Agreement shall become effective on the Effective Date and shall continue in effect until the earlier to occur of (i) termination of all Services Agreements or (ii) termination pursuant to this section. Either party may terminate this

Agreement effective immediately if it determines that the other party has breached a material provision of this Agreement and failed to cure such breach within 30 days of being notified by the other party of the breach. If the non-breaching party reasonably determines that cure is not possible, such party may terminate this Agreement effective immediately upon written notice to other party.

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

43. Destruction of Media (Including Paper). When required under this Agreement and when any PHI is no longer needed by BA to perform the Services and its obligations pursuant to this Agreement and no longer required to be maintained pursuant to HIPAA, the media on which the PHI is stored or recorded shall be destroyed as follows: (i) paper, film, or other hard copy media shall be shredded or destroyed such that the PHI cannot be read or otherwise cannot be reconstructed; and (b) electronic media shall be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization, such that the PHI cannot be retrieved.

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

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

(iv) cooperate and assist Customer as reasonably requested in Customer's investigation of any Red Flag.

46. Miscellaneous.

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

46.2 Amendments. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the parties; provided, however, that upon the enactment of any law or regulation affecting the use or disclosure of PHI, or on the publication of any decision of a court of competent jurisdiction relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, Customer may, by written notice to BA, propose to amend this Agreement in such a manner as Customer reasonably determines necessary to comply therewith, and such proposed amendment shall become operative unless BA rejects such amendment by written notice to Customer within thirty days thereafter, in which case, unless the parties agree on an amendment within thirty days after BA's notice, either party may terminate this Agreement by written notice to the other.

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

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

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

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

46.7 Injunctive Relief. BA acknowledges that the breach or threatened breach by it of any provision of this Agreement may cause Customer irreparable harm and that Customer may not have an adequate remedy for such breach at law, and BA therefore agrees that upon any breach or threatened breach of this Agreement, Customer

will be entitled to seek, and BA shall not object to, injunctive relief to prevent BA from commencing or continuing any action that constitutes or would constitute such breach, or to compel BA to take action required under this Agreement or otherwise specifically perform hereunder, without bond, without the need of proof of actual damages, and without prejudice to any other rights or remedies to which Customer may be entitled as a result of a breach of this Agreement.

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

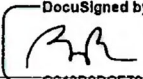
are nonetheless permitted by such rules as interpreted by relevant courts or agencies, the provisions of this Agreement shall control.

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

(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 (CareHere Management, PLLC):

By:  _____
C643B9DCF79A46D...
Name: Ben Baker
Title: Chief operating officer

CUSTOMER (Alachua County Board of County Commissioners):

By: _____
Name: _____
Title: _____

CUSTOMER Name: _____

CUSTOMER Address: _____

Effective Date: _____

EXHIBIT E

Reporting

1. The Annual Report shall contain the following aggregate information for the previous year. Reports shall be available ninety (90) days following the end of the year unless otherwise agreed to by the Parties. CareHere in coordination with the County reserves the right to adjust its annual report from time to time upon mutual agreement. CareHere and County agree that CareHere shall need at least one month from the decision to adjust the annual report for any change to be active.
 - a. Financial Information
 - a. Twelve month financial breakdown including actual v budget and variance
 - b. Office visit and services cost average
 - c. Budget projection for next year
 - b. HRA Summary
 - a. Discovered conditions and projected savings analysis
 - b. Risk movement
 - c. HRA participation
 - c. Wellness
 - a. Wellness Coach contacts
 - b. Contact types (including, but not limited to, email, telephone, and provider contact categories)
 - d. Patient Surveys
 - a. De-identified listing of all patient comments received (iPad/tablets for patient surveys will be passed through at cost as part of the supplies)
 - e. Information contained in the quarterly reports listed below
2. Quarterly Reports may be made available through CareHere's designated representative for the Clinic and shall contain the following information. CareHere in coordination with the County reserves the right to adjust the quarterly reports from time to time upon mutual agreement. CareHere and County agree that CareHere shall need at least one month from the decision to adjust the quarterly report for any change to be active
 - a. Center Utilization
 - b. Appointments

- a. By day of week
- b. By time of day
- c. Top 20 Diagnosis
- d. Top 20 Medications
- e. Top 20 Labs
- f. Occupational health and drug testing visits including Workers Compensation appointments and associated ICD10 and CPT codes.

EXHIBIT F
Designated HIPAA Privacy Officer

County may designate one or more persons as the County's HIPAA Privacy Officer(s). County has designated the person(s) listed below as the County's HIPAA Privacy Officer(s). Accordingly, all reports, either requested by County or required by the Agreement, that are sent by CareHere to County 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 County. 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 County, County shall immediately notify CareHere and both CareHere and County shall modify the below list to reflect such change. Further, County shall review this list on an annual basis and recertify that the list is complete and accurate.

County 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: _____

Title: _____

Email: _____

Telephone: _____

Secured Fax: _____

Mailing Address: _____

Name: _____

Title: _____

Email: _____

Telephone: _____

Secured Fax: _____

Mailing Address: _____

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

ALACHUA COUNTY, FLORIDA

By: Chris L. Christensen
_____, Chair
Board of County Commissioners
Date: 07-09-19

ATTEST:

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

Clerk

(SEAL)

APPROVED AS TO FORM

[Signature]
Alachua County Attorney's Office

ATTEST (By Corporate Officer)
By: Michelle Anglea
Print: Michelle Anglea
Title: Sr. Vice President

CareHere, Management, PLLC

By: Ben Baker
Print: Ben Baker
Title: Chief Operating Officer
Date: 7/2/2019

EXHIBIT G
SALARY, WAGES AND BUDGET CAP

Physician Inclusive of all benefits and insurance	Salary not to exceed \$170/hour,
Nurse Practitioner/Physician Assistant Inclusive of all benefits and insurance	Salary not to exceed \$95.00/hour,
Nurse Inclusive of all benefits and insurance	not to exceed \$50.00/hour,
Medical Assistant-Front Desk Inclusive of all benefits and insurance.	not to exceed \$30.00/hour,

EXHIBIT H

TRAVEL EXPENSE POLICY

- All travel expenses will be approved in advance by both CareHere and the client's administration. Continuing education and seminars will be an education pass through expense for an employee working in the Center,
- Payment for expenses for travel when traveling in connection with services to be provide hereunder will be paid, based on §112.061(7) and (8), Florida Statutes, or their successor and require prior approval of the County if in excessive of approved budget.

EXHIBIT I

REIMBURSABLE OPERATING EXPENSES

1. Payroll Expense(s)
2. Benefit Expense(s) including payroll processing fees
3. All Licenses (medical, establishment, x-ray, pharmacy related licenses, DOT licenses (if applicable), etc.)
4. Malpractice/General Liability Insurance for the Alachua County Health & Wellness Center
5. Staff training (up to five days with all clinical staff per year)
6. Travel (Per Travel Policy)
7. Per Diem
8. Janitorial, maintenance, pest control, security and utilities (unless included in lease cost)
9. Office supplies
10. Lab Charges(s) (occupational health and primary care related labs)
11. Medical Supplies (Paper Gowns, Table Paper, Cotton Balls, Swabs, Tongue Depressors, Sharps Containers, Exam Gloves, Braces, Splints, etc.)
12. Medical Waste Removal
13. Internet/Cable
14. Phone Service
15. Additional Medical Equipment, and replacement (upon approval of the County)
16. Pharmaceuticals (Internal Use; Lidocaine, Neosporin, etc.)
17. Pre-packaged Generic Medications
18. Contracted Professional Services i.e. cardiovascular testing, hearing surveillance , and physical therapy for which we negotiate cash pricing
19. X-ray badges
20. Any new technology or equipment that would benefit the center and the County employees can be mutually agreed upon.