

WELLNESS CENTER SERVICE AGREEMENT

THIS WELLNESS CENTER SERVICE AGREEMENT ("Agreement") is made and entered into as of the 26th day of April, 2016, but effective as of 26th April 2016 ("Effective Date") by and between CareATC, Inc., an Oklahoma corporation ("CATC") and Hernando County, Florida ("Client"), in its capacity as Plan Administrator of Client's Plan. Together CATC and Client may be referred to as the "Parties."

WHEREFORE, CATC is a vendor that provides Wellness Center services to employers for the benefit of employees and the medical plan participants (collectively, "Participants") to treat minor illnesses, provide chronic disease management, conduct health assessments, physicals and screenings, provide vaccinations, minor injury care, perform laboratory services and dispense certain medications.

WHEREFORE, Client is an employer that would like to offer its employees a Wellness Center to obtain certain medical services.

WHEREFORE, "Plan Administrator (Gehring Group, Inc.)" is an individual(s) that oversees the operation of Client's employee benefit plans (the "Plan"). Under HIPAA, the Plan is a separate entity, distinct from Client. Plan Administrator determines questions of eligibility for the Plan and interprets the terms of the Plan.

1. Scope of Work

- a. CATC shall perform the services designated on Exhibit A. The services designated are collectively referred to throughout this Agreement as "Covered Services". If primary care services are designated on Exhibit A, CATC will provide the primary care services at the locations listed on Exhibit A (the "Wellness Center"). The Wellness Center may be staffed with any or all of the following: physicians, nurse practitioners, nurses, licensed practical nurses, registered nurses, physician assistants, and medical assistants (collectively, "Health Professionals").
- b. The Wellness Center will be available to those Participants that are designated as eligible to have access to the Wellness Center by Plan Administrator and/or Client and who are communicated to CATC by Plan Administrator and/or Client as being eligible. Participants will not be required to use the Wellness Center or any service provided by CATC except for new hire physicals.
- c. CATC may furnish temporary physicians to perform Covered Services and will notify Client as soon thereafter. Temporary coverage shall be considered a period not to exceed ninety (90) days. CATC may replace an existing physician on a permanent basis to perform Covered Services following notification to Client and with Client written approval.
- d. The Wellness Center and Health Professionals who staff the Wellness Center are Covered Entities for purposes of HIPAA. Consequently, Protected Health Information (PHI) pertaining to the Participants may be released by the Wellness Center to Plan Administrator if allowed under HIPAA for purposes of treatment,

payment or healthcare operations. When CATC provides Data Analytics which requires review of PHI of Participants who are not patients of the Wellness Center, CATC will be functioning as a business associate of the Plan and a business associate agreement in the form attached as Exhibit H will be executed by the Parties.

- e. The parties may not expand the scope of work in accordance with this contract unless both parties have agreed in writing, as reflected on Exhibit A.

2. Fees

Client agrees to pay CATC in accordance with the fee schedule explained in Exhibit B to this agreement. Such fees will include amounts (amount invoiced to CATC) for supplies, equipment, services, and personnel. If any tax, fee, or assessment is payable with respect to any good or service provided by CATC under this Agreement (other than a tax on CATC's income), Client will pay such tax or fee in addition to the other fees described in this Agreement.

3. Rate Increases

The Rate set forth in Exhibit B shall remain in effect for the first three years of this Agreement. Commencing with the fourth year of the Agreement, fees may increase annually at a rate determined by the US Bureau of Labor Statistics-Medical Care Services Index on an annualized basis.

4. Term and Termination

The term of this Agreement is sixty (60) months from the Effective Date ("Initial Term"). The County will have the option to renew the agreement for four additional thirty-six (36) month extensions beginning after the expiration of the Initial Term.

Either Party may terminate this agreement after the Initial Term or any subsequent renewal term by providing the other party with written notice of their intent not to renew the Agreement at least ninety (90) days prior to current Expiration Date.

If Client terminates the Agreement, within two weeks after the last day the Wellness Center is operated all medications, syringes, etc purchased under the physician's license will be returned to CATC. No credit will be issued to Client for the items returned.

5. CATC's Responsibilities

- a. Shall obtain [or has] all licenses and permits necessary to provide all services under this Agreement.
- b. Purchase the supplies and equipment listed in Exhibit C for the operation of the Wellness Center. CATC will ensure that a regular inventory of all supplies is maintained.
- c. Will arrange for lab services, including courier pick-up.

- d. Arrange for the pickup and disposal of medical waste.
- e. Arrange for cleaning (custodial) services to clean the Wellness Center.
- f. If Client has elected to participate in Data Analytics as designated on Exhibit A, Plan Administrator will be provided the reports described below. Any reports containing participant information will be de-identified before being provided to Client and/or Plan Administrator.
 - i. Reports generated from eClinicalWorks, the electronic medical records system. Reports given for established reporting periods include, but are not limited to, chronic disease management, Wellness Center utilization, and aggregate health trends.
 - ii. Medication usage report.
 - iii. Patient satisfaction reports.
- g. Provide Participants who participate in the Personal Health Assessment (“PHA”) program with a hard copy of their individual printed PHA report through mail to each Participant’s home address, and have electronic individual reports accessible via the CATC secure Internet Client portal. These reports will not be available to Client and/or Plan Administrator unless the Participant signs a HIPAA Authorization for CATC to provide Client and/or Plan Administrator access.
- h. Contract with “Health Professional(s)” to provide services to Client at the Wellness Center. Health Professionals will be subject to the following terms per his/her agreement:
 - i. Have the right to determine his/her own means and methods of providing Covered Services with oversight and quality control functions performed by CATC’s Medical Directors.
 - ii. Will be required to give due consideration to making referrals made for additional medical care to health providers identified by Client as “in network” for purposes of a health plan. Physicians may make other referrals based on patient preferences, concerns about quality or availability, lack of coverage, or other reasonable bases.
 - iii. Will not bill or otherwise solicit payment from Participants, their dependents, Client, or Client insurers or benefit plans, for the Covered Services provided by the Health Professionals in the Wellness Center. Exception to this clause will be for Clients who elect the Health Savings Account Option (“HSA”).
 - iv. Will be required to comply with applicable laws and regulations with respect to the Covered Services.

- v. Will be required to provide Covered Services in a professional manner consistent with Medical Services provided in the community.
- i. Require that any physicians performing services at the Wellness Center be required to maintain the following:
 - i. A license to practice medicine in the State without limitation, restriction or suspension;
 - ii. The absence of any involuntary restriction placed on his/her federal Drug Enforcement Agency registration;
 - iii. Good standing with his/her profession and state professional association; and
 - iv. The absence of any conviction of a felony.

6. Client Responsibilities

- a. Client will provide the Wellness Center a space in accordance with the specifications listed in Exhibit D. Client will also meet the minimum technical specifications listed in Exhibit E.
- b. Client and/or Plan Administrator shall create a list of eligibility requirements for use of the Wellness Center and shall provide CATC with a list of eligible Participants and their social security numbers on a monthly basis. Eligible Participants submitted without their social security number will not be added until it has been provided.
- c. Should Client choose not to provide Participant's social security numbers as the Participant's unique identifier then Client agrees to work with CATC IT department and comply with requirements for a unique identifier that will work with CATC systems.
- d. Client shall be responsible for submitting the Eligibility list on a monthly basis by the 5th of each month, and meet specification requirements provided by CATC. CATC may change the specifications as they see fit, from time to time.
- e. Client and/or Plan Administrator will not discriminate with regards to eligibility on the basis of race, color, creed, national origin, disability, gender, religion, pregnancy, status as an active or former member of the military, sexual orientation or any other basis on which any applicable law, rule or regulation or prohibits discrimination.
- f. Client and/or Plan Administrator shall communicate the existence of the Wellness Center, the hours and location of the Wellness Center, and the services that the Wellness Center provide to all eligible Participants.

- g. Client and/or Plan Administrator shall determine how the Wellness Center and the provision of Covered Services are to be integrated with the Plan. Plan Administrator and/or Client is responsible for amending the terms of their Plan, as necessary; amending their employee handbook or any other statement of corporate policies, as necessary; and/or establishing a separate medical plan. In doing so, Client and/or Plan Administrator are responsible for following all applicable laws.
- h. Client and/or Plan Administrator shall communicate any changes to and/or the creation of any benefit plans and/or corporate policies to Participants and Client employees that result from the execution of this Agreement.
- i. Client acknowledges, and will support, CATC's policies (a) to require patients to leave weapons outside of the examination room area unless the patient is required as part of their job to carry a weapon. If patient(s) are required to carry a weapon as part of their job CATC will provide at Client's expense locked storage in each examination room to be utilized for the duration of time that the patient is being treated, and (b) to prohibit smoking in or near the Wellness Center.
- j. Comply with all ERISA requirements applicable to CATC's services in connection with this Agreement.

7. Insurance and Liability

Prior to execution of Wellness Center Service Agreement, Parties will furnish certificates showing that they have obtained the required certificates (see Exhibit F) and that they are in place. Renewal certificates will be provided on an annual basis upon renewal.

Either party may request certificates at any time or within fifteen (15) days after a Party's request; the other Party will furnish certificates showing that it has the required insurance.

A Party must provide the other Party with at least thirty (30) days written notice before the cancellation or non-renewal of any insurance contemplated by this agreement.

Insurance coverage's are outlined in Exhibit F.

8. Taxes

If Client, or certain Client purchases, are exempt from a payment of certain sales taxes, Client shall be responsible for receiving credit from their state sales tax department and agree to pay all taxes passed through by CATC.

9. Indemnification

Each Party (the "Indemnifying Party") agrees, to the extent permitted by law, to indemnify, defend and hold the other Party, its staff, directors, trustees, Clients, limited Clients, officers, agents, affiliates, contractors, employees, successors and assigns harmless from and against any and all claims, judgments and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to all losses arising out of (i) the breach of any term or condition of

this agreement; and/or (ii) the services performed or under (or related to) this agreement and/or (iii) the negligent and/or willful acts or omissions of the Indemnifying Party.

The provisions of this Section shall survive the termination of this Agreement.

10. Breach

If a Party commits a breach of this Agreement, the non-breaching Party may provide written notice of the breach to the breaching Party. Upon such notice, the non-breaching Party must provide an opportunity to cure such breach within thirty (30) days. If the breaching Party fails to fully cure its breach within such thirty (30) day period, the non-breaching Party may terminate this Agreement for cause, immediately upon written notice.

11. Non-Solicitation

During, and for one year after, termination of this Agreement, Client will not indirectly or directly hire or retain, as a full-time or part-time employee, or on an independent contractor or consultant basis, any Health Professional that performs Covered Services during the term of this Agreement at the Wellness Center, or otherwise directly or indirectly solicit or encourage any such Health Professional to discontinue performing services for CATC (whether as an employee or independent contractor or consultant). The foregoing obligations will not apply, however, if CATC consents otherwise in writing.

12. HIPAA

Either Party will immediately notify the other Party of any suspected or confirmed loss, copying or disclosure of Protected Health Information ("PHI") as that term is defined by 45 C.F.R. §160.103 and to include electronic PHI that has been furnished (or intended to be furnished) to or by CATC. The Parties will provide timely cooperation to each other in (a) providing any required notices to patients, Participants, or others relating to a suspected or actual loss or disclosure of PHI, consumer credit information, or other information for a possible loss or disclosure triggers a legal obligation to provide notices, and in (b) attempting to mitigate such a loss or the effects of such a loss.

13. Medical and PHI Records; Privacy

- a. Unless specifically directed by the patient, all patient records will be accessible to the Health Professionals providing medical services at the Wellness Center for diagnostic and educational purposes.
- b. Medical records shall be maintained with respect to all of the Participants who are patients. Health Professionals will maintain such medical records consistent with the accepted practice of the community in which the Health Professionals provides Covered Services, and in accordance with HIPAA privacy standards.
- c. PHI information will be maintained in a professional manner consistent with HIPAA privacy standards. Patients will be notified of the CATC Privacy Practices,

including patient rights, as outlined in Exhibit E. Exhibit E may be modified from time to time and patients will be provided with the updated requirements.

- d. All patient records, and all PHI data and information, maintained in connection with this Agreement, will be the sole property of Health Professionals contracted to provide services. All PHI, and all other data, information, documents or other information of any type relating to patients covered under this Agreement, or services provided to such patients, will be the sole and exclusive property of CATC.
- e. Client and CATC agree that all of PHI and medical information and records will be subject to HIPAA and other privacy rules. Client will not be entitled to have access to any PHI or medical records or information maintained by Health Professionals, except as necessary for payment as necessary for Data Analytics.
- f. Notwithstanding the above terms, Client will have access to records pertaining to work-related injuries reimbursable by Client, to the limited extent permitted by Worker's Compensation laws.
- g. Anything herein to the contrary notwithstanding, CATC will maintain all PHI as confidential and will not disclose such health information to any third party or use such health information for commercial advantage or personal gain, except as permitted by HIPAA and CATC's HIPAA Notice of Privacy Practices. All obligations to maintain confidentiality of health information will survive termination of this Agreement indefinitely. Client acknowledges receipt of CATC's Notice of Privacy Practices and Patient's Rights per Exhibits E and G. CATC has the right to modify both the Notice of Privacy Practices and Patient's Rights.

14. Proprietary Information

- a. "Proprietary Information" includes, among other information, all information relating to CATC's business, employees, contractors, professionals, finances, contracts, strategies, marketing, legal claims, billing and collection practices, insurance, patients, medical practices, company policies, wellness initiatives or savings, information systems, data collections, costs or charges, statistics, information regarding Wellness Center, staffing models, delivery systems, and other information that CATC tries to keep confidential. Information that is known to the general public is not Proprietary Information; however, it will be presumed that all information, furnished or exchanged under this Agreement, is Proprietary Information.
- b. Except as expressly set forth herein, CATC will, at all times, exclusively own all right, title and interest in and to the following materials (collectively, "CATC Materials"): (a) any marketing collateral supplied by CATC hereunder; and (b) logos, trademarks, trade names and service marks. During the term of this Agreement, CATC hereby grants to Client a non-exclusive, non-transferable, royalty-free, revocable right and license to use, market, promote and display the

CATC Materials in connection with the services performed by CATC hereunder. Except for those rights expressly granted herein, Client shall not grant, nor claim any right, title or interest in the CATC Materials. Similarly, except as expressly set forth herein, Client shall, at all times, exclusively own all right, title and interest in and to any marketing collateral supplied by Client hereunder; and Client logos, trademarks, trade names and service marks.

- c. Each Party acknowledges that, during the term of this Agreement, it (the "Receiving Party") may receive or be exposed to information that the other Party (the "Disclosing Party") considers to be confidential or proprietary in nature. Each Party agrees that, except as contemplated in fulfilling its obligations hereunder, it will not, during the term of this Agreement and for a period of five (5) years thereafter, use directly or indirectly, for its own account or for the account of any other person, or disclose to any other person any confidential or proprietary information of the other Party or any affiliate of the other Party, including, but not limited to, supplier and customer lists, pricing and cost information, business plans and objectives, purchasing and marketing know-how, and methods and techniques in any form whatsoever. Each Party shall take such precautions with respect to the confidential and proprietary information of the other Party as it normally takes with respect to its own confidential and proprietary information, but in no event will it exercise less than ordinary care with respect to such information. In the event of a conflict between the terms of this Agreement and terms of any separate confidentiality or non-disclosure agreement between the Parties, the provisions of this Agreement shall control.
- d. Notwithstanding anything to the contrary contained in this Section, in the event the Receiving Party is required to disclose any confidential or proprietary information of the Disclosing Party pursuant to a court order or decree or in compliance with the rules and regulations of a governmental agency or in compliance with any law, the Receiving Party shall provide the Disclosing Party with prompt notice of such required disclosure so that the Disclosing Party may seek an appropriate protective order and/or waive the Receiving Party's obligation to comply with the provisions of this Section.
- e. Upon the written request of the Disclosing Party, the Receiving Party shall transfer all written records of the Disclosing Party's confidential or proprietary information to the Disclosing Party or, at the Disclosing Party's election, in lieu of the transfer of such written records to the Disclosing Party, the Receiving Party shall destroy all such information of the Disclosing Party in the possession of the Receiving Party. Upon the request of the Disclosing Party, the Receiving Party will promptly certify in writing to the destruction of such written confidential or proprietary information.
- f. No document or information, authored by CATC, will ever be deemed a "Work for Hire" for Client. No information, idea, concept or report, developed or created by CATC, will be Client property. Client agrees that CATC is and will be the author and owner of intellectual property (such as patentable ideas, copyrightable

materials, trade secrets, or other ideas) conceived, developed or prepared by CATC, alone or with others, within the scope of any of CATC's contractual relationships with Client. Client will not receive any licensing or royalty rights, or rights to use copy or adapt any such intellectual property. CATC may register and hold in its own name all such intellectual property rights.

15. Warranties

- a. This Agreement is solely for the provision of Covered Services designated on Exhibit A and its existence does not establish any wellness program, corporate policy, program or policy offered or required by Client. This Agreement does not create any obligations of CATC or Health Professionals to administer any services not contemplated by the Scope of Work discussed in Section 1 of this Agreement. Covered Services are strictly limited to the services designated in Exhibit A.
- b. CATC is not the "named fiduciary" or "Administrator", as such terms are defined in ERISA (or as used in similar laws governing plans) of any health plan sponsored or administered by Client. In addition, CATC is not responsible for Client's or Plan Administrator's compliance of any such plan with laws (including ERISA, HIPAA, COBRA, PPACA, Federal or other taxes, and similar requirements) that govern plan operation and administration except as may be specifically provided in this Agreement.
- c. CATC is not responsible for eligibility determinations. CATC shall solely rely on the eligibility information provided by Plan Administrator and/or Client in allowing access to the Wellness Center. CATC will not accept any appeals or claims for benefit or eligibility determinations. CATC will not be liable for any errors or omissions in eligibility information provided to it by Plan Administrator and/or Client.
- d. CATC is not a law firm and does not purport to give Client any sort of legal, tax, ERISA or fiduciary advice or guidance with respect to: Client and/or the Plan Administrator's responsibilities under this Agreement; amending any health, medical, or benefits plan offered by Client; formation of a wellness program or separate medical plan; obligations of Client and/or the Plan Administrator under local, state and federal law.

16. Independent Contractors

It is expressly understood and agreed that CATC and Client shall at all times during the term of this Agreement act as independent contractors, and neither Party shall have any authority to bind the other Party. Neither Party is intended to be an employee or employer of, nor joint venturer with, the other Party; and, except as otherwise specifically contemplated herein, neither Party shall function as an agent of the other Party. Each Party hereto shall be responsible for its own activities and those of its employees and agents.

Further, nothing contained herein shall be construed to create a partnership, association or other affiliation between CATC and Client. In no event shall either Party be liable for the debts or obligations of the other except as otherwise specifically provided in this Agreement.

No provision of this Agreement shall be deemed to create a relationship between the Parties of employer and employee, principal and agent, or any relationship other than that of independent Parties contracting with each other on a non-exclusive basis.

Each Party's employees and contracted professionals will be the employees and professionals only of that Party and not of the other Party. A Party will have the exclusive authority to hire, fire, compensate, assign duties to, and direct its employees. Each Party will be solely responsible to pay any applicable compensation or severance to its employees. Each Party will have the sole obligation to withhold and pay all taxes, unemployment compensation, Social Security, Medicare, and other legally-required or authorized withholdings or payments, to or with respect to its employees. Each Party will be solely responsible for the actions or inactions of its employees.

17. Notices

All notices, consents, demands, and waivers described in this Agreement must be in writing and will be deemed delivered when the first of the following occurs:

- a. When delivered personally to a Party's Chief Executive Officer, Chief Operating Officer, or Representative at the address listed below;
- b. On the first attempted delivery by the U.S. Postal Service on a weekday that is not a federal holiday, if mailed by Certified Mail, Return Receipt Requested, postage prepaid to the address listed below.

If to CATC:

CareATC
4500 South 129th East Avenue
Suite 191
Tulsa, OK 74134
Attn: Philip Kurtz

If to Client:

Attn:

18. Waiver

Either Party may waive any of the terms or conditions of this Agreement at any time provided such waiver is in writing and signed by the Party granting the waiver. No such waiver will affect or impair the waiving Party's right to require the performance either of that term or condition as it applies on a subsequent occasion, or any other term or condition of this Agreement. A Party's failure to object, delay in requiring performance, or other action or inaction, will not be deemed a waiver of any term or condition of this Agreement or consent to a breach.

19. Force Majeure

CATC will not have any obligations to provide, or liability for failure to provide, any goods or service under this Agreement for any cause beyond CATC's reasonable control including, without limitation, any Act of God, fire, flood, hurricane, environmental contamination, disruption in utilities, act or order of Client or other governmental entity, act of terrorism, war, vandalism or other public disruption, destruction of records, disruption of communications or transportation, labor difficulties, shortages of or inability to obtain labor, material or equipment, or unusually severe weather, or any other cause beyond CATC's reasonable control. In any such case, the Parties agree to negotiate in good faith with the goal of preserving this Agreement and the respective rights and obligations of the Parties hereunder, to the extent reasonably practicable.

20. No Third Party Beneficiaries

No Participant, and no other person or entity, is an intended third party beneficiary of this Agreement.

21. Assignment

Neither Party shall have the right to assign or transfer its obligations under this Agreement, voluntarily or by operation of law, without first obtaining the written consent of the other Party, and any attempted assignment or transfer in the absence of such consent shall be void and of no effect.

22. Succession

Subject to the other terms of this Agreement, this Agreement will inure to the benefit of, and be binding on; each Party's permitted successors and assigns.

23. Captions

All Section captions are for reference only and will not be considered in interpreting this Agreement.

24. Severability

If any provision of this Agreement should be invalid or unenforceable, the remainder of the Agreement will continue in full force and effect as if the invalid or unenforceable portion had never been written, and the remainder of this Agreement will continue to effective, valid and enforceable.

25. Further Actions

Each of the Parties agrees to execute and deliver such further instruments, and does such further acts and things, as may be reasonably required or useful to carry out the intent and purpose of this Agreement and as are not inconsistent with the terms hereof. In addition, the Parties agree to cooperate with one another in the fulfillment of their respective obligations under this Agreement.

26. Local, State, and Federal Laws

Neither Party shall take any action in furtherance of this Agreement, which is illegal under any federal, state, county and local rules, including without limitation, all statutes, laws, ordinances, regulations and codes (hereinafter "Laws"). Both Parties shall comply with all applicable Laws. Should either Party be found to have violated any Laws in furtherance of this agreement, it shall not be entitled to any costs or compensation.

27. Governing Law

This Agreement and all transactions and any other agreements which may be entered into between the Signatory Parties at all times whether during the Term or subsequent to termination of the Term shall be construed and governed by the laws of the State of Florida without consideration of or giving effect to any choice of law provision or rule thereof.

28. Arbitration

The Parties agree to meet and confer in good faith in an attempt to resolve any problems or disputes that may arise under this Agreement. Any controversy, dispute or claim arising out of or relating to this Agreement or the breach of this Agreement, including any question regarding its interpretation, existence, validity or termination, shall be resolved by arbitration in accordance with this Section 29; provided, however, that legal proceeding brought by a third party against CATC, or any cross-claim or third party claim brought by a third party against CATC shall not be subject to arbitration. Negotiation shall be a condition precedent to the filing of any arbitration demand by either Party, and no arbitration demand may be filed until the exhaustion of any of CATC's internal appeal procedures. Class action arbitrations are not allowed. The arbitration shall be conducted by one arbitrator in accordance with the Florida Uniform Arbitration Act (the "Act") and the Commercial Arbitration Rules of the American Arbitration Association (the "Rules") as they are in effect when the arbitration is conducted. To the extent that the Act is inconsistent with the Rules, the Act shall govern over the Rules. The arbitration shall be conducted in Hernando County, Florida. The Parties expressly agree to be bound by the decision of the arbitrator. The award rendered by the arbitrator shall be final and may be entered in any court having jurisdiction. All costs relating to the arbitration shall be borne equally by the Parties, other than their own attorneys' and experts' fees. The Parties will bear their own attorneys' and experts' fees. Notwithstanding this agreement to arbitrate, the Parties may seek interim and/or permanent injunctive relief and specific performance pursuant to this Agreement in a court located in Hernando County, State of Florida of competent jurisdiction. This Section 29 shall survive the termination or expiration of this Agreement.

29. Entire Agreement

This document is intended by the parties as the final and binding expression of their agreement and is a complete and exclusive statement of the terms thereof and supersedes all prior negotiations, representations, and agreements. Moreover, no representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

IN WITNESS WHEREOF, the Parties have signed this Wellness Center Service Agreement, and have initialed the Appendices, on the 26th day of APRIL, 2016.



BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest: Donald C. Barbee, Jr.
Donald C. Barbee, Jr.,
Clerk of Circuit Court

James Adkins
James Adkins, Chairman

CATC:

CAREATC, Inc.

By: [Signature]
Title: CEO

By: _____
Title: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY [Signature]
County Attorney's Office

EXHIBIT A

WELLNESS CENTER LOCATION, SCHEDULE AND COVERED SERVICES

Client Name: Hernando County Board of County Commissioners Brooksville, FL34601

Address: 20186 Cortez

City, State, Zip: Brooksville, FL 34601

Schedule: _____

Hours Per Week: _____

Staffing: _____

Covered Services are those listed below:

- Health assessments for eligible Participants. Such assessments will be comprised of (a) blood draws and data collection for each Participant conducted by qualified and licensed personnel either at an agreed upon location or at the Wellness Center; (b) standard laboratory work; (c) a hard copy individually printed report mailed to each Participant's home address with electronic individual reports accessible via the CATC secure Internet Client portal; (d) aggregate reports of findings to Plan Administrator.
- Aggregate Participant population analysis to improve chronic disease and medication management ("Data Analytics").
- Primary care to include, but not limited to:
 1. Minor acute illness evaluation and available treatment for minor illnesses such as coughs, earaches, fevers, headaches, and sinus infections.
 2. Chronic illness evaluation, which includes evaluating, diagnosing, treating and managing typical chronic illnesses that are handled at the Wellness Center, such as blood sugar, blood pressure, cholesterol, BMI and tobacco cessation.
 3. Minor medical procedures that are within the Health Professionals' scope and abilities and that can be performed at the Wellness Center, with available equipment, and during operating hours.
 4. The ability to do X-Rays at a future date will be planned for in the floor plan.
 5. Immunizations will be offered.
- Provisions of pharmaceuticals to treat common illnesses, including, but not limited to:
 1. Infections
 2. Hypertension
 3. Hyperlipidemia
 4. Diabetes
 5. Infectious Disease (including antibiotics)
 6. Gastro esophageal/reflux disease
 7. Asthma
 8. Chronic lung disease

- Necessary laboratory work to provide the services listed above, including, but not limited to, blood draws.

EXHIBIT B

FEES

Client will pay all fees described in this Exhibit within thirty (30) days (Florida Statutes) after the date of CATC's invoice. If Client disagrees with any CATC invoice, Client shall pay all undisputed invoiced amounts and notify CATC of the disputed amount and the reasons for which it is disputed. CATC will segregate such disputed amounts from undisputed amounts until the matter is resolved. Client has 15 days from the date of the invoice to dispute the charges listed on the invoice. After the expiration of 15 days from the date of the invoice, Client will be deemed to have approved such invoice.

Any fees that are not paid when due, will bear interest at twelve percent (12%) per annum or, if lower, the highest interest rate permitted by applicable law.

1. Client Wellness Center Fees

Monthly Administration Fee: \$ 23.50 per Eligible Employee per month ("PEPM"). This fee is calculated on a monthly basis by multiplying the PEPM amount (\$23.50) by the number of Eligible Employees as provided by Client. This number is based on the eligibility provided by Client to CATC on a monthly basis. A reasonable estimate of Eligible Employees is due the 20th of each month; Client shall confirm eligibility no later than the 1st of each month.

The PEPM shall cover the following:

Director of Client and Wellness Center Services	Accounting
Client Manager	Human Resources
Wellness Center Manager	Facilities Management
Patient Access Call Center	Contract Administration
Implementation Team	IT Support
Patient Portal	Recruiter
EMR access via smart phone	Marketing Team
Quality Management and Credentialing RN	Materials/Purchasing Team
Reporting – Weekly, Monthly, Quarterly and Annual	

- a. **Health Professionals:** Client will pay CATC for the cost of the Health Professionals on a pass through basis inclusive of all benefits provided by CATC to the Health Professionals. The rates below are estimated rates as of the date of this Agreement and include benefits provided by CATC to the Health Professionals. Any amounts greater than the estimated rates, must be approved by Client in advance. The Health Professionals' compensation will be reviewed and is subject to be changed on an annual basis, subject to Client's approval.

- Physician \$140.00 per hour
- Medical Assistant/ X-ray Technician \$22.00 per hour each
- ARNP/PA \$70

- LPN \$25.00
- All overtime will be paid at one and a half times the hourly rate.
- If staffing is hired and execution date is not met by Client, Client will be responsible for payroll effective the hire date of staffing.

Client will pay CATC for the cost of the Health Professionals on a pass through basis inclusive of all benefits provided by CATC to the Health Professionals. Benefits above will include the following: Social Security taxes, Medicare taxes, Federal and State Unemployment taxes, Workers Compensation, health insurance, 401(K) match, long term disability, paid time off for vacation, sick, continuing medical education, holidays and required locums coverage during paid time off.

Should a Health Professional leave on Short Term disability, Client will reimburse CATC separately as incurred at a rate of 60% of the employee's salary but not to exceed \$1,000.00 per week. The short term disability will start after the employee has been out for 2 weeks and will be paid up to the time the long term disability becomes effective. An approved request for Short-Term Disability must be submitted and approved by CareATC and Hernando County.

- Equipment and Supplies:** Client will pay CATC for equipment and supplies on a pass-through basis. Such a system means that CATC will purchase the equipment and supplies, using reasonable efforts to secure bulk discounts in pricing. CATC will invoice Client for CATC's actual cost to purchase the equipment and supplies.
- Disposal of medical waste and janitorial:** Client will pay CATC on a monthly pass-through basis for the cost of disposing of medical waste and janitorial services.
- Pharmaceutical Drugs, Laboratory Testing, Licenses & Permits:** Client will pay CATC on a monthly pass-through basis for the medications purchased and laboratory testing performed.
- Electronic Medical Record ("EMR") Expenses:** Client will pay CATC the following EMR expenses.
 - Provider License \$ 5,600.00 (one time per physician, ARNP or PA).
 - EMR training \$4,250 (one time per physician, ARNP, or PA).
 - Monthly technology fee \$750 (covers hardware and software fees)
- Personal Health Assessments:** For each participating Eligible Plan Participant over the age of eighteen (18) (once per year), Client will pay CATC \$ 45.00 for each Personal Health Assessments performed at the discretion of the employee.

Travel Costs for annual PHA event: Should Client elect to have a mass-screening event, Client will pay CATC for all travel costs on a pass-through basis. Travel costs are inclusive of:

- (a) PHA team members' daily salary (wages in effect at time of contract signing: \$144.00 per day)
- Car rental, airfare, baggage fees, hotel (double occupancy), \$40.00 per diem per PHA team member, gas, parking, tolls and mileage if use company vehicle (IRS Business Mileage Rate in effect at time of contract: \$0.555 per mile).

2. Optional Services

- a. **MDLIVE:** If Client elects to purchase MDLIVE, Client will pay CATC \$ 3.50 PEPM. This fee is calculated on a monthly basis by multiplying the PEPM amount (\$3.50) by the number of eligible employees as provided by the Client.

The MDLIVE fee shall cover 24/7/365 access to MDLIVE's nationwide network of board-certified physicians and licensed therapists to provide acute care support for Eligible Plan Participants. If Client decides to terminate this service they must provide thirty (30) days' prior written notice of termination.

- b. **CareATC Passport:**

Monthly Fee - If Client elects to purchase CareATC Passport, Client will pay CATC \$2.00 PEPM. This fee is calculated on a monthly basis by multiplying the PEPM amount (\$2.00) by the number of eligible employees as provided by the Client. CareATC Passport licenses must be purchased for a minimum of one (1) year and will automatically renew for additional one (1) year periods unless Client provides thirty (30) days prior written notice of termination.

Implementation Fee – If Client elects to purchase CareATC Passport, Client agrees to pay the following one-time implementation setup fees in addition to the monthly CareATC Passport fee:

- Initial setup fee \$ _____
- Annual hosting fee \$ _____

- c. **Data Analytics**

Monthly Fee - Client will pay CATC \$1.00 PEPM. This fee is calculated on a monthly basis by multiplying the PEPM amount \$1.00 by the number of eligible employees as provided by Client. This Data Analytics fee shall cover the Benefit focus data analytics platform.

EXHIBIT C

TYPICAL SUPPLIES AND MEDICATIONS

CATC provides equipment and supplies that commonly are needed to provide Covered Services and will maintain a list of standard supplies and standard formulary. The standard supplies list and prescription formulary may be periodically reviewed and modified. Notification of changes to standard lists will be provided to Client prior to the effective date of the change.

Standard Formulary and Non-Dispensing Drugs

The standard formulary and standard non-dispensing drugs list will be maintained by CATC and provided to Client. CATC reserves the right to modify the standard lists periodically. CATC will communicate any changes prior to the effective date of the change. Any additional medications or non-dispensing drugs not included in the standard list that is requested by Client may be added and charged to the Client on a pass through basis.

Standard Medical Supplies – Disposables and Non-Disposables

The standard disposal and non-disposable medical supply list will be maintained by CATC and provided to Client upon request. CATC reserves the right to make changes to the standard list at any time.

Standard Lab Services

The standard laboratory services will be maintained by CATC and provided to Client. CATC reserves the right to make changes to the standard laboratory list. CATC will communicate any changes to the standard list prior to the effective date of change. Any additional laboratory services not included in the standard list that is requested by Client will be added and charged to the Client on a pass through basis.

EXHIBIT D

MINIMUM CRITERIA FOR FACILITIES

The Facilities must satisfy the following minimum criteria:

1. Exclusive use for the Clinic. (Hernando County Human Resources may schedule the classroom for Wellness related classes/issues with prior coordination with CareATC).
2. Ground floor location.
3. Non-smoking.
4. Weapon free except in the case the patient(s) is required to carry a weapon as part of their job. Weapons will be stored in a locked storage in the exam room during the full time patient is being treated.
5. OSHA and Medical Facilities Standards: Comply with federal regulations and Florida standards.
6. ADA compliant.
7. Soundproofed walls, floors, ceilings.
8. Solid doors.
9. Privacy windows (or no windows).
10. Floor coverings: non-porous flooring that can be disinfected and cleaned on a daily basis for all exam, lab, and working portions of the Clinic. VCT tiling is recommended.
11. Walls: Full height, opaque, with semi-gloss paint or similar covering that may be readily wiped down without removing color.
12. Ventilation: The ventilation system will be separate from any smoking or industrial ventilation.
13. Access: Such that the Wellness Center may be locked securely and separately from the main facility.
14. Signage: Client will allow CATC to affix CATC's standard sign by the entry.
15. The following size and design minimum criteria:
 - a. Overall Size: Approximately 1,200 square feet.
 - b. Examination/Treatment Rooms: Each room will have two (2) electrical outlets, hot and cold running water, Internet and phone cabling, and a secure locked storage cabinet reasonably approved by CATC.
 - c. Health Professional Office: one (1), minimum seventy-five (75) square feet.
 - d. Reception: eighty (80) square feet.
 - e. Storage: forty (40) square feet of general storage and supply storage, with shelves.

- f. Rest Rooms: one (1) unisex, internal in the Wellness Center space.
- g. Marked and Reserved Parking for Health Professionals and Patients: two (2) spots that satisfy ADA criteria and that are located within the appropriate distance of the front door.
- h. Laboratory: Will have two (2) electrical outlets, hot and cold running water, and secure locked cabinetry, reasonably approved by CATC.

EXHIBIT E

WELLNESS CENTER MINIMUM TECHNICAL SPECIFICATIONS

This document outlines the minimum recommended data and voice service specifications for a Wellness Center operated by CareATC

In order to comply with HIPAA guidelines as well as ensure operability with necessary applications, computers, phones and network equipment will be provided and provisioned by CareATC. All Wellness Center network devices must be behind an on-site firewall provided by CareATC.

Internet Requirements

- 15mbps downstream or better, 5mbps upstream or better. A single publicly accessible static IP must be available to CareATC's firewall. This connection should not be filtered or behind a NAT. CareATC can facilitate locating and coordinating the provisioning of these services if necessary.

Networking and Devices

- Enterprise class SPI firewall with IPsec VPN support will be placed on site.
- Wellness Center must be built out with CAT6 or better network drops in areas where networked devices are necessary.
- Wireless access point with WPA2 encryption and Radius authentication against CareATC servers will be placed on site. A separate guest network will be necessary. CareATC can provision the guest network on CareATC equipment if needed.

Telecommunication Requirements

CareATC uses an IP based phone system that will utilize the Internet connection provided to the clinic. Fax services are handled via a virtual fax solution.

Notes

Please contact Dustin Fry, CareATC Systems Administrator with any questions. dfry@careatc.com, 918-779-7450

EXHIBIT F

INSURANCE AND LIABILITY

1. **CATC.** CATC will obtain the following types of insurance:

- A. General Liability - \$1,000,000.00 / \$3,000,000.00 of Comprehensive General Liability insurance including independent contractors, contractual liability, and broad-form property damage endorsements, naming Client an Additional Insured.
- B. Automobile, Non-Owned Automobile and Hired Auto Liability - \$1,000,000.00.
- C. Worker Compensation - Statutory requirements at location of work

Employer's Liability	\$ 100,000 each accident
	\$ 100,000 by employee
	\$ 500,000 policy limit

- D. Professional Liability - \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate with an insurance company on behalf of any Health Professionals employed at the Clinic. Physician shall acquire and maintain professional liability insurance and shall notify CATC of any issues which might provide reason for, or require, alteration or termination of such insurance coverage.
- E. **ADDITIONAL INSURED:** Vendor/Contractor agrees to endorse Hernando County as an additional insured on the Comprehensive General Liability. The Additional Insured shall read "Hernando County Board of County Commissioners." **Proof of Endorsement is required.**
- F. **WAIVER OF SUBROGATION:** Vendor/Contractor agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Vendor/Contractor enter into such an agreement on a pre-loss basis.

2. **Client.** Client will obtain the following types of insurance:

- A. General Liability - \$1,000,000.00 / \$3,000,000.00 of Comprehensive General Liability insurance including premises, independent contractors, contractual liability, and broad form property damage endorsements, and naming CATC as an Additional Insured.

B. Worker Compensation – Statutory limits.

Before commencing the work, CareATC shall furnish the COUNTY a certificate(s) showing compliance with this paragraph (Exhibit F). Said certificate(s) shall provide that policy(s) shall not be changed or canceled until 30 days prior written notice has been given to the COUNTY; Hernando County is named as additional insured as to Commercial General Liability and Certificate Holder must read: Hernando County Board of County Commissioners.

EXHIBIT G

NOTICE OF PRIVACY PRACTICES FOR PROTECTED HEALTH INFORMATION

This Notice is effective January 1, 2014

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

WE ARE REQUIRED BY LAW TO PROTECT MEDICAL INFORMATION ABOUT YOU.

We are required by law to protect the privacy of medical information about you and that identifies you. This medical information may be information about healthcare we provide to you. It may also be information about your past, present, or future medical condition.

We are also required by law to provide you with this Notice of Privacy Practices explaining our legal duties and privacy practices with respect to medical information. We are legally required to follow the terms of this Notice. In other words, we are only allowed to use and disclose medical information in the manner that we have described in this Notice.

We may change the terms of this Notice in the future. We reserve the right to make changes and to make the new Notice effective for all medical information that we maintain. If we make changes to the Notice, we will:

Post the new Notice in our waiting area

Have copies of the new Notice available upon request.

Please contact our Privacy Officer at 918-779-7455 to obtain a copy of our current Notice

The rest of this Notice will:

Discuss how we may use and disclose medical information about you

Explain your rights with respect to medical information about you

Describe how and where you may file a privacy-related complaint

If, at any time, you have questions about information in this Notice or about our privacy policies, procedures or practices, you can contact our Privacy Officer at 918-779-7455.

We use and disclose medical information about patients every day. This section of our Notice explains in some detail how we may use and disclose medical information about you in order to

provide healthcare and operate our business efficiently. This section then briefly mentions several other circumstances in which we may use or disclose medical information about you. For more information about any of these uses or disclosures, or about any of our privacy policies, procedures or practices, contact our Privacy Officer at 918-779-7455.

1. Healthcare Treatment

We may use and disclose medical information about you to provide healthcare treatment to you. In other words, we may use and disclose medical information about you to provide, coordinate or manage your healthcare and related services. This may include communicating with other healthcare providers regarding your treatment and coordinating and managing your healthcare with others.

Example: Jane is a patient at the clinic. The receptionist may use medical information about Jane when setting up an appointment. The physician will likely use medical information about Jane when reviewing Jane's condition and ordering a blood test. The laboratory technician will likely use medical information about Jane when processing or reviewing her blood test results. If, after reviewing the results of the blood test, the physician concludes that Jane should be referred to a specialist, the nurse may disclose medical information about Jane to the specialist to assist the specialist in providing appropriate care to Jane.

2. Healthcare Operations

We may use and disclose medical information about you in performing a variety of business activities that we call "healthcare operations." These "healthcare operations" activities allow us to, for example, improve the quality of care we provide and reduce healthcare costs. For example, we may use or disclose medical information about you in performing the following activities:

- Reviewing and evaluating the skills, qualifications, and performance of healthcare providers taking care of you.
- Providing training programs for students, trainees, healthcare providers or non-healthcare professionals to help them practice or improve their skills.
- Cooperating with outside organizations that evaluate, certify or license healthcare providers, staff or facilities in a particular field or specialty.
- Reviewing and improving the quality, efficiency and cost of care that we provide to you and our other patients.
- Improving healthcare and lowering costs for groups of people who have similar health problems and helping manage and coordinate the care for these groups of people.
- Cooperating with outside organizations that assess the quality of the care we and others provide, including government agencies and private organizations.

- Planning for our organization's future operations.
- Resolving grievances within our organization.
- Reviewing our activities and using or disclosing medical information in the event that control of our organization significantly changes.
- Working with others (such as lawyers, accountants and other providers) who assist us to comply with this Notice and other applicable laws.

Example: Jane was diagnosed with diabetes. The Wellness Center used Jane's medical information – as well as medical information from all of the other Wellness Center patients diagnosed with diabetes – to develop an educational program to help patients recognize the early symptoms of diabetes. (Note: The educational program would not identify any specific patients without their permission).

Example: Jane complained that she did not receive appropriate healthcare. The Wellness Center reviewed Jane's record to evaluate the quality of the care provided to Jane. The Wellness Center also discussed Jane's care with an attorney.

3. Persons Involved in Your Care

We may disclose medical information about you to a relative, close personal friend or any other person you identify if that person is involved in your care and the information is relevant to your care. If the patient is a minor, we may disclose medical information about the minor to a parent, guardian or other person responsible for the minor except in limited circumstances. For more information on the privacy of minors' information, contact our Privacy Officer at 918-779-7455.

We may also use or disclose medical information about you to a relative, another person involved in your care or possibly a disaster relief organization (such as the Red Cross) if we need to notify someone about your location or condition.

You may ask us at any time not to disclose medical information about you to persons involved in your care. We will agree to your request and not disclose the information except in certain limited circumstances (such as emergencies) or if the patient is a minor. If the patient is a minor, we may or may not be able to agree to your request.

Example: Jane's husband regularly comes to the Wellness Center with Jane for her appointments and he helps her with her medication. When the physician is discussing a new medication with Jane, Jane invites her husband to come into the private room. The physician discusses the new medication with Jane and Jane's husband.

4. Required by Law

We will use and disclose medical information about you whenever we are required by law to do so. There are many state and federal laws that require us to use and disclose medical information. For example, state law requires us to report gunshot wounds and other injuries to the police and to report known or suspected child abuse or neglect to the Department of Social Services. We will comply with those state laws and with all other applicable laws.

5. National Priority Uses and Disclosures

When permitted by law, we may use or disclose medical information about you without your permission for various activities that are recognized as “national priorities.” In other words, the government has determined that under certain circumstances (described below), it is so important to disclose medical information that it is acceptable to disclose medical information without the individual’s permission. We will only disclose medical information about you in the following circumstances when we are permitted to do so by law. Below are brief descriptions of the “national priority” activities recognized by law. For more information on these types of disclosures, contact our Privacy Officer at 918-779-7455.

- **Threat to health or safety:** We may use or disclose medical information about you if we believe it is necessary to prevent or lessen a serious threat to health or safety.
- **Public health activities:** We may use or disclose medical information about you for public health activities. Public health activities require the use of medical information for various activities, including, but not limited to, activities related to investigating diseases, reporting child abuse and neglect, monitoring drugs or devices regulated by the Food and Drug Administration, and monitoring work-related illnesses or injuries. For example, if you have been exposed to a communicable disease (such as a sexually transmitted disease), we may report it to the State and take other actions to prevent the spread of the disease.
- **Abuse, neglect or domestic violence:** We may disclose medical information about you to a government authority (such as the Department of Social Services) if you are an adult and we reasonably believe that you may be a victim of abuse, neglect or domestic violence.
- **Health oversight activities:** We may disclose medical information about you to a health oversight agency – which is basically an agency responsible for overseeing the healthcare system or certain government programs. For example, a government agency may request information from us while they are investigating possible insurance fraud.
- **Court proceedings:** We may disclose medical information about you to a court or an officer of the court (such as an attorney). For example, we would disclose medical information about you to a court if a judge orders us to do so.
- **Law enforcement:** We may disclose medical information about you to a law

enforcement official for specific law enforcement purposes. For example, we may disclose limited medical information about you to a police officer if the officer needs the information to help find or identify a missing person.

- Coroners and others: We may disclose medical information about you to a coroner, medical examiner, or funeral director or to organizations that help with organ, eye and tissue transplants.
- Workers' compensation: We may disclose medical information about you in order to comply with workers' compensation laws.
- Research organizations: We may use or disclose medical information about you to research organizations if the organization has satisfied certain conditions about protecting the privacy of medical information.
- Certain government functions: We may use or disclose medical information about you for certain government functions, including but not limited to military and veterans' activities and national security and intelligence activities. We may also use or disclose medical information about you to a correctional institution in some circumstances.

6. Authorizations

Other than the uses and disclosures described above (#1-6), we will not use or disclose medical information about you without the "authorization" – or signed permission – of you or your personal representative. In some instances, we may wish to use or disclose medical information about you and we may contact you to ask you to sign an authorization form. In other instances, you may contact us to ask us to disclose medical information and we will ask you to sign an authorization form.

After you sign a written authorization allowing us to disclose medical information about you, you may later revoke (or cancel) your authorization in writing (except in very limited circumstances related to obtaining insurance coverage). If you would like to revoke your authorization, you may write us a letter revoking your authorization or fill out an Authorization Revocation Form. Authorization Revocation Forms are available from our Privacy Officer. If you revoke your authorization, we will follow your instructions except to the extent that we have already relied upon your authorization and taken some action.

The following uses and disclosures of medical information about you will only be made with your authorization (signed permission):

- Uses and disclosures for marketing purposes.
- Uses and disclosures that constitute the sales of medical information about you.
- Most uses and disclosures of psychotherapy notes, if we maintain psychotherapy notes.
- Any other uses and disclosures not described in this Notice.

**Patients have been granted individual rights under the HIPAA Legislation.
These include the following:**

You have several rights with respect to medical information about you. This section of the Notice will briefly mention each of these rights. If you would like to know more about your rights, please contact our Privacy Officer at 918-779-7455.

1. Right to a Copy of This Notice

You have a right to have a paper copy of our Notice of Privacy Practices at any time. In addition, a copy of this Notice will always be posted in our waiting area. If you would like to have a copy of our Notice, ask the receptionist for a copy or contact our Privacy Officer at 918-779-7455.

2. Right of Access to Inspect and Copy

You have the right to inspect (which means see or review) and receive a copy of medical information about you that we maintain in certain groups of records. If we maintain your medical records in an Electronic Health Record (EHR) system, you may obtain an electronic copy of your medical records. You may also instruct us in writing to send an electronic copy of your medical records to a third party. If you would like to inspect or receive a copy of medical information about you, you must provide us with a request in writing. You may write us a letter requesting access or fill out an Access Request Form. Access Request Forms are available from our Privacy Officer.

We may deny your request in certain circumstances. If we deny your request, we will explain our reason for doing so in writing. We will also inform you in writing if you have the right to have our decision reviewed by another person.

If you would like a copy of the medical information about you, we will charge you a fee to cover the costs of the copy. Our fees for electronic copies of your medical records will be limited to the direct labor costs associated with fulfilling your request. Fee Structure will apply and is supplied to patients separately.

We may be able to provide you with a summary or explanation of the information. Contact our Privacy Officer for more information on these services and any possible additional fees.

3. Right to Have Medical Information Amended

You have the right to have us amend (which means correct or supplement) medical information about you that we maintain in certain groups of records. If you believe that we have information that is either inaccurate or incomplete, we may amend the information to indicate the problem

and notify others who have copies of the inaccurate or incomplete information. If you would like us to amend information, you must provide us with a request in writing and explain why you would like us to amend the information. You may either write us a letter requesting an amendment or fill out an Amendment Request Form. Amendment Request Forms are available from our Privacy Officer.

We may deny your request in certain circumstances. If we deny your request, we will explain our reason for doing so in writing. You will have the opportunity to send us a statement explaining why you disagree with our decision to deny your amendment request and we will share your statement whenever we disclose the information in the future.

4. Right to an Accounting of Disclosures We Have Made

You have the right to receive an accounting (which means a detailed listing) of disclosures that we have made for the previous six (6) years. If you would like to receive an accounting, you may send us a letter requesting an accounting, fill out an Accounting Request Form, or contact our Privacy Officer. Accounting Request Forms are available from our Privacy Officer.

The accounting will not include several types of disclosures, including disclosures for treatment or healthcare operations. If we maintain your medical records in an Electronic Health Record (EHR) system, you may request that include disclosures for treatment or healthcare operations. The accounting will also not include disclosures made prior to April 14, 2003.

If you request an accounting more than once every twelve (12) months, we may charge you a fee to cover the costs of preparing the accounting. Fee Structure will apply and is supplied to patients separately.

5. Right to Request Restrictions on Uses and Disclosures

You have the right to request that we limit the use and disclosure of medical information about you for treatment and healthcare operations.

Once we agree to your request, we must follow your restrictions (except if the information is necessary for emergency treatment). You may cancel the restrictions at any time. In addition, we may cancel a restriction at any time as long as we notify you of the cancellation and continue to apply the restriction to information collected before the cancellation.

6. Right to Request an Alternative Method of Contact

You have the right to request to be contacted at a different location or by a different method. For example, you may prefer to have all written information mailed to your work address rather than to your home address.

We will agree to any reasonable request for alternative methods of contact. If you would like to request an alternative method of contact, you must provide us with a request in writing. You may write us a letter or fill out an Alternative Contact Request Form. Alternative Contact Request Forms are available from our Privacy Officer.

7. Right to Notification if a Breach of Your Medical Information Occurs

You also have the right to be notified in the event of a breach of medical information about you. If a breach of your medical information occurs, and if that information is unsecured (not encrypted), we will notify you promptly with the following information:

- A brief description of what happened;
- A description of the health information that was involved;
- Recommended steps you can take to protect yourself from harm;
- What steps we are taking in response to the breach; and,
- Contact procedures so you can obtain further information.

8. Right to Opt-Out of Fundraising Communications

If we conduct fundraising and we use communications like the U.S. Postal Service or electronic email for fundraising, you have the right to opt-out of receiving such communications from us. Please contact our Privacy Officer to opt-out of fundraising communications if you chose to do so.

YOU MAY FILE A COMPLAINT ABOUT OUR PRIVACY PRACTICES

If you believe that your privacy rights have been violated or if you are dissatisfied with our privacy policies or procedures, you may file a written complaint either with us or with the federal government.

We will not take any action against you or change our treatment of you in any way if you file a complaint.

To file a written complaint with us, you may bring your complaint directly to our Privacy Officer, or you may mail it to the following address:

Privacy Officer
4500 S. 129th East Avenue
Suite 191
Tulsa, Oklahoma 74134

To file a written complaint with the federal government, please use the following contact information:

Office for Civil Rights
U.S. Department of Health and Human Services
200 Independence Avenue, S.W.
Room 509F, HHH Building
Washington, D.C. 20201

Toll-Free Phone: 1-(877) 696-6775

Website: <http://www.hhs.gov/ocr/privacy/hipaa/complaints/index.html>

Email: OCRComplaint@hhs.gov

EXHIBIT H

BUSINESS ASSOCIATE AGREEMENT

HIPAA "Omnibus" Final Rule Update

This Agreement is made effective _____ by and between Hernando County, FL, hereinafter referred to as "Covered Entity", and CareATC, Inc., hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule" and the "HIPAA Security Rule"); and

WHEREAS, Title XIII of the American Recovery and Reinvestment Act, known as "the HITECH Act" has amended HIPAA and the HIPAA regulations, including HIPAA's Administrative Simplification provisions; and

WHEREAS, amendments to the HIPAA Regulations contained in the HIPAA Omnibus Final Rule became effective on March 26, 2013, and amended HIPAA's Privacy, Security, Breach Notification and Enforcement Rules; and

WHEREAS, The requirements of the HIPAA Administrative Simplification Regulations (including the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules) implement sections 1171-1180 of the Social Security Act (the Act), sections 262 and 264 of Public Law 104-191, section 105 of 492 Public Law 110-233, sections 13400-13424 of Public Law 111-5, and section 1104 of Public Law 111-148.

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "Business Associate" of Covered Entity as defined in the HIPAA Privacy Rule; and

WHEREAS, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties' continuing obligations under the HIPAA Privacy Rule and Security Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to

address the requirements of the HIPAA Privacy Rule and Security Rule and to protect the interests of both Parties.

I. DEFINITIONS

Except as otherwise defined herein, all terms in this Agreement shall have the definitions set forth in the current HIPAA Rules. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Rules, as amended, the HIPAA Rules shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Agreement shall control.

Protected Health Information -- The term "Protected Health Information" (abbreviated as "PHI") means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Covered Entity – The term "Covered Entity" (abbreviated as "CE") means 1.) a health plan; 2.) a health care clearinghouse; 3.) a health care provider who transmits any health information in electronic form in connection with a transaction covered by this subchapter.

Business Associate – The term "Business Associate" (abbreviated as ("BA") means, with respect to a Covered Entity, a person who: 1.) On behalf of such Covered Entity or of an organized health care arrangement (as defined in this section) in which the Covered Entity participates, but other than in the capacity of a member of the workforce of such Covered Entity or arrangement, creates, receives, maintains, or transmits protected health information for a function or activity regulated by this subchapter, including claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, patient safety activities listed at 42 CFR 3.20, billing, benefit management, practice management, and repricing; or, 2.) Provides, other than in the capacity of a member of the workforce of such Covered Entity, legal, actuarial, accounting, consulting, data aggregation (as defined in § 164.501 of this subchapter), management, administrative, accreditation, or financial services to or for such Covered Entity, or to or for an organized health care arrangement in which the covered entity participates, where the provision of the service involves the disclosure of protected health information from such Covered Entity or arrangement, or from another Business Associate of such Covered Entity or arrangement, to the person.

Business Associates, under the 2013 HIPAA Final Rule amendments, include the following:

- Subcontractors.
- Patient safety organizations.
- HIOs - Health Information Organizations, including Health Information Exchanges (HIEs) and regional Health Information Organizations.

- E-Prescribing gateways.
- PHRs - Personal Health Record vendors that provide services on behalf of a covered entity. PHR vendors that do not offer PHRs on behalf of CEs are not BAs.
- Other firms or persons who "facilitate data transmission" that requires routine access to PHI.

HIPAA Rules – The term "HIPAA Rules" means the HIPAA Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic media by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

II. CONFIDENTIALITY REQUIREMENTS

(A) Business Associate agrees:

(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship, or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, or the HIPAA Privacy Rule or Security Rule;

(ii) at termination of this Agreement, or any similar documentation of the business relationship of the Parties, or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information in perpetuity and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and

(iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement or the mandatory requirements of the HIPAA Privacy Rule and Security Rule that may apply to Business Associate.

(B) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

(i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(a) the disclosure is required by law, not merely permitted by law; or

(b) Business Associate obtains reasonable written assurances from the person or party to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person or party, and the person or party notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(c) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the Protected Health Information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(ii) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to uses and disclosures of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Privacy Rule and Security Rule. Business Associate shall timely report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- A. Business Associate agrees that it is required under the amended HIPAA regulations to comply with, and shall comply with, the HIPAA Security Rule, including the Security Rule's Administrative, Physical, and Technical safeguard requirements.
- B. Business Associate agrees that it is required under the amended HIPAA regulations to comply with, and shall comply with, the use and disclosure provisions of the HIPAA Privacy Rule.
- C. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- D. Business Associate agrees that it may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.
- E. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent

use or disclosure of Protected Health Information other than as provided for by this Agreement.

- F. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- G. Breach Disclosures to Covered Entity: Business Associate agrees to immediately report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware; and any security incident of which it becomes aware. Further, Business Associate agrees to notify the Covered Entity of any individual whose Protected Health Information has been inappropriately or unlawfully released, accessed, or obtained. Business Associate agrees that such notification will meet the requirements of 45 CFR 164.410 of the amended HIPAA regulations. Specifically, the following shall apply:
 - i. A breach is considered discovered on the first day the Business Associate knows or should have known about it.
 - ii. In no case shall the Business Associate notify the Covered Entity of any breach later than 24 hours after a breach is discovered.
 - iii. Business Associate shall notify the Covered Entity of any and all breaches of Protected Health Information, and provide detailed information to the Covered Entity about the breach, along with the names and contact information of all individuals whose Protected Health Information was involved.
 - iv. For breaches determined to be caused by the Business Associate, where such breaches require notifications to patients or consumers, the cost of such breach notifications shall be borne by the Business Associate.
- H. Business Associate agrees, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- I. Business Associate agrees to apply HIPAA's Minimum Necessary Standard to all uses, disclosures, and requests for Protected Health Information, and to make reasonable efforts to limit the Protected Health Information to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request.
- J. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements of 45 CFR § 164.524.

- K. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual.
- L. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity or to the Secretary, or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Privacy Rule and Security Rule.
- M. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- N. Business Associate agrees to provide to Covered Entity or an Individual information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

IV. AVAILABILITY OF PHI

- A. Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule.
- B. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule.
- C. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

V. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement immediately.

Upon termination of this Agreement for any reason, Business Associate agrees to return to Covered Entity (or, if agreed to by Covered Entity, destroy) all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered

Entity, that the Business Associate still maintains in any form. Business associate shall retain no copies of the Protected Health Information in any form or medium.

VI. MISCELLANEOUS

Except as expressly stated herein or in the HIPAA Rules, the parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement shall be governed by the laws of the State of Oklahoma. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion. The parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy Rule or Security Rule, such party shall notify the other party in writing. For a period of up to thirty days, the parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the requirements of the HIPAA Privacy Rule and Security Rule, then either party has the right to terminate upon written notice to the other party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:

By: James Edmonds

Title: Chairman, B.C.C.

Date: 4-26-16

BUSINESS ASSOCIATE:

By: Charles D. Zupp

Title: CEO

Date: 4/11/2016



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY [Signature]
County Attorney's Office

**EXHIBIT I
HERNANDO COUNTY FORMS**