



CITY COMMISSION MEETING AGENDA

CITY COMMISSION

DAYTON, OHIO

JULY 27, 2016

8:30 A.M.

I. AGENDA SCHEDULE

**Please register to speak on items 9, 11 and 13 with the Clerk of the Commission.
(Sign-up sheets at entrance of Commission Chambers.)**

1. Call Meeting to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Minutes
6. Communications and Petitions Distribution (if any)
7. Special Awards/Recognition
8. Discussion of City Manager's Recommendations (See Section II)
9. Citizen Comments on City Manager's Recommendations
10. City Commission Action on City Manager's Recommendations
11. Public Hearing: N/A
12. Discussion Item: N/A
13. Comments by Citizens - Please register to speak with the Clerk of Commission -
(Non - Calendar items) sign-up sheets at entrance of Commission Chambers
14. Comments by City Manager
15. Comments by City Commission
16. Work Session: N/A
17. Miscellaneous (See Section VI)

II. CITY MANAGER RECOMMENDATIONS (Item #8 above)

The following recommendations are offered for City Commission approval.

A. Purchase Orders, Agreements and Contracts:

(All contracts are valid until delivery is complete or through December 31st of the current year).

1. Purchase Orders:

CENTRAL SERVICES

A1. Carpetland, Inc. dba Big Bob's (flooring including removal and disposal of existing flooring and replacement installed) **\$60,000.00**

1. (Cont'd):

FIRE

B1. Carpetland, Inc. dba Big Bob's (flooring including removal and disposal of existing flooring and replacement installed) **\$11,191.20**

WATER

C1. Agilent Technologies, Inc. (one Graphite Furnace Atomic Absorption Spectrophotometer) **39,459.37**

C2. Forterra Pressure Pipe, Inc. (concrete pipe fittings as needed through 12-31-16) **10,000.00**

-Depts. of Central Services, Fire, and Water. **Total: \$120,650.57**

2. **Healthstat, Inc. – Service Agreement** – for the operation and management of an off-site health and wellness center – Dept. of Human Resources. **\$5,000,000.00**

3. **Joint Office of Citizen Complaints, Inc. – Service Agreement** – to serve as the point of contact to receive and resolve citizen's inquiries and concerns – Dept. of Planning & Community Development. **\$50,000.00**

IV. LEGISLATION:

Resolution – First Reading:

4. **No. 6201-16** Authorizing the Acceptance of a Grant in the Amount of Twenty-Two Thousand Seven Hundred Seventy-Two Dollars (\$22,772.00) from the Montgomery County Solid Waste District Incentive Grant Program and Authorizing the Required Matching Funds in the Amount of Nine Thousand Seven Hundred Sixty Dollars (\$9,760.00).

VI. MISCELLANEOUS:

ORDINANCE NO. 31504-16

RESOLUTION NO. 6202-16

IMPROVEMENT RESOLUTION NO. 3598-16

INFORMAL RESOLUTION NO. 925-16



City Manager's Report

1

From **5530 - CS/Purchasing**

Date **July 27, 2016**

Expense Type **Purchase Order**

Total Amount **\$120,650.57**

Supplier, Vendor, Company, Individual

Name **See Below**

Address **See Below**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
See below	See below	See below

Includes Revenue to the City Yes No Affirmative Action Program Yes No N/A

Description

CENTRAL SERVICES – FACILITIES MANAGEMENT

(A1) P1601012 – CARPETLAND, INC. dba BIG BOB'S, KETTERING, OH

- Flooring, including removal and disposal of existing flooring and replacement installed.
- These services are required to replace flooring that is worn beyond economical maintenance and repair.
- Twenty-two possible bidders were solicited and two bids were received. This order establishes a price agreement through 06/30/2017.
- The Department of Central Services recommends acceptance of the low bid(s). Multiple awards are recommended to ensure on going competition and availability.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Miscellaneous	40003-5540-1221-54	\$60,000.00

Signatures/Approval

Division _____

Department _____

City Manager _____

Approved by City Commission

Clerk _____

Date _____

FIRE – FIRE SUPPORT SERVICES AND RESOURCE MANAGEMENT(B1) P1601013 – CARPETLAND, INC. dba BIG BOB'S, KETTERING, OH

- Flooring, including removal and disposal of existing flooring and replacement installed.
- These services are required to replace flooring that is worn beyond economical maintenance and repair.
- Twenty-two possible bidders were solicited and two bids were received. This order establishes a price agreement through 06/30/2017.
- The Department of Fire recommends acceptance of the low bid(s). Multiple awards are recommended to ensure on going competition and availability.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2016	Other Maintenance of Facilities	10000-6330-1172-71 FIR320	11,191.20

WATER – WATER SUPPLY & TREATMENT(C1) P1601015 – AGILENT TECHNOLOGIES, INC., WILMINGTON, DE

- One (1) Graphite Furnace Atomic Absorption Spectrophotometer.
- This laboratory equipment is required to perform water quality analyses using EPA approved method 200.9.
- Ten possible bidders were solicited and three bids were received. This order establishes a price agreement through 7/31/2017.
- The Department of Water recommends acceptance of the low bid.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2016	Furniture, Fixtures, & Equipment Assets	53000-3430-1411-54	\$39,459.37

WATER – WATER UTILITY FIELD OPERATIONS(C2) P1600433 – FORTERRA PRESSURE PIPE, INC. DBA HANSON, COLDWATER, OH

- Concrete pipe fittings, as needed through 12/31/2016.
- These goods are required to facilitate the water main improvement projects.
- This amendment increases the previously authorized amount of \$10,000.00 by \$10,000.00 for a total not to exceed \$20,000.00, and therefore requires City Commission approval.
- Forterra Pressure Pipe, Inc. dba Hanson is the original equipment manufacturer (OEM) and sole source of these goods.
- The Department of Water recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2016	Inventory	53998-3445-1350-54	\$10,000.00

The aforementioned departments recommend approval of these orders.

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION
For: FLOORING REPLACEMENT WITH REMOVAL AND INSTALLATION SERVICES
 Dept./Div.: VARIOUS
 Requisition No.: VARIOUS

IFB NO.: 16047D
 BID OPENING: 11:00 A.M.; 06-23-2016

No.:		1	2
BIDDER NAME & STREET ADDRESS:		NARAYAN FLOORING INC dba C & L FLOORING	CARPETLAND INC dba BIG BOB'S FLOORING
CITY:		DAYTON	KETTERING
STATE & ZIP:		OH 45410	OH 45431
Recommended for Award		X	X
QUALIFIES FOR LOCAL PREFERENCE?		YES	NO
QUALIFIES FOR CERTIFIED PREFERENCE?		NO	NO
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?		NO	NO
Item #	ITEM DESCRIPTION	U/M	UNIT COST
<u>PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS</u>			
	Across the board discount or mark-up percentage		
	<u>LABOR</u>		
	Labor Rate – Standard Work Hours	Per Hour	20% Discount: \$28.00 40% Mark-up: \$40.00
	Labor Rate – Non-Standard Work Hours	Per Hour	20% Discount: \$38.00 40% Mark-up: \$40.00
	Labor Rate – Week-end Work Hours	Per Hour	20% Discount: \$38.00 40% Mark-up: \$40.00
	Labor Rate – Holidays Work Hours	Per Hour	20% Discount: \$48.00 40% Mark-up: \$40.00
1	<u>City Hall 2nd Floor - Entirety Carpet Squares</u> Flooring replacement with Removal and Installation Services – 2 ND Floor	Lot	\$57,293.21
	<u>City Hall 2nd Floor - Individual Rooms Carpet Squares</u>		
2	Room 224	Lot	\$2,436.00
3	Room 222	Lot	\$1,290.00
4	Room 218	Lot	\$1,429.00
5	Room 216	Lot	\$1,641.00
6	Room 212	Lot	\$1,641.00
7	Room 206	Lot	\$1,992.00
8	Room 204	Lot	\$1,092.00
9	Room 202	Lot	\$1,814.00
10	Room 201	Lot	\$1,125.00
11	Room 223	Lot	\$2,053.00
12	Room 234	Lot	\$1,290.00

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION
 For: FLOORING REPLACEMENT WITH REMOVAL AND INSTALLATION SERVICES
 Dept./Div.: VARIOUS
 Requisition No.: VARIOUS

IFB NO.: 16047D
 BID OPENING: 11:00 A.M.; 06-23-2016

No.:			1	2
BIDDER NAME & STREET ADDRESS:			NARAYAN FLOORING INC dba C & L FLOORING DAYTON OH 45410 X	CARPETLAND INC dba BIG BOB'S FLOORING KETTERING OH 45431 X
CITY:			DAYTON	KETTERING
STATE & ZIP:			OH 45410	OH 45431
Recommended for Award			X	X
QUALIFIES FOR LOCAL PREFERENCE?			YES	NO
QUALIFIES FOR CERTIFIED PREFERENCE?			NO	NO
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?			NO	NO
Item #	ITEM DESCRIPTION	U/M	UNIT COST	UNIT COST
13	Room 241	Lot		
14	Room 240	Lot		• \$6,039.00
15	Room 231	Lot		• \$989.00
16	Room 239 - Laminated	Lot		• \$600.00
17	Room 239 - Duplicate of item 16			
18	Room 239 - Duplicate of item 16			
19	Room 239 - Duplicate of item 16			
20	Room 239 - Duplicate of item 16			
21	Room 238	Lot		• \$1,033.00
22	Room 237	Lot		• \$1,033.00
23	Room 236	Lot		• \$1,633.00
24	Room 230	Lot		• \$875.00
25	Room 265 - Laminate	Lot		• \$949.00
26	Lobby	Lot		• \$2,330.00
27	Common Area	Lot		• \$4,012.00
28	Hallway	Lot		• \$11,309.00 All
29	Replacement Stock - 5%	Lot		• \$2,053.00
30	Bathroom - Tile	Lot		• \$200.00
	City Hall 2nd Floor - Individual Rooms Rolled Carpet			
A	Room 224	Lot		• \$1,548.00
B	Room 222	Lot		• \$949.00
C	Room 218	Lot		• \$1,049.00
D	Room 216	Lot		• \$1,099.00
E	Room 212	Lot		• \$1,099.00

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION
 For: FLOORING REPLACEMENT WITH REMOVAL AND INSTALLATION SERVICES
 Dept./Div.: VARIOUS
 Requisition No.: VARIOUS

IFB NO.: 16047D
 BID OPENING: 11:00 A.M.; 06-23-2016

BIDDER NAME & STREET ADDRESS:			1	2
No.:			NARAYAN FLOORING	CARPETLAND INC
CITY:			INC dba	dba BIG BOB'S
STATE & ZIP:			C & L FLOORING	FLOORING
Recommended for Award			DAYTON	KETTERING
			OH 45410	OH 45431
			X	X
QUALIFIES FOR LOCAL PREFERENCE?			YES	NO
QUALIFIES FOR CERTIFIED PREFERENCE?			NO	NO
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?			NO	NO
Item #	ITEM DESCRIPTION	U/M	UNIT COST	UNIT COST
F	Room 211	Lot		• \$949.00
G	Room 210	Lot		• \$3,195.00
H	Room 206	Lot		• \$1,449.00
I	Room 204	Lot		• \$749.00
J	Room 202	Lot		• \$1,299.00
K	Room 201	Lot		• \$849.00
L	Room 233	Lot		• \$1,349.00
M	Room 234	Lot		• \$998.00
N	Room 241	Lot		
O	Room 240	Lot		• \$3,799.00
P	Room 231	Lot		• \$679.00
Q	Room 238	Lot		• \$649.00
R	Room 237	Lot		• \$649.00
S	Room 236	Lot		• \$649.00
T	Room 230	Lot		• \$599.00
U	Lobby	Lot		• \$1,599.00
V	Common Area	Lot		• \$3,099.00
W	Hallway	Lot		• \$7,789.00
	Room 232	Lot		• \$1,549.00
	City Hall 6th Floor Training Room and Waiting Room Carpet Squares			
1	Flooring replacement with Removal and Installation Services – 6th Floor Training Room and Waiting Room	Lot		
	City Hall 6th Floor - Individual Rooms Carpet Squares			
2	Training Room	Lot	• \$6,201.81	
	Moving / Returning of Office furniture	Lot	• \$200.00	

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION
 For: FLOORING REPLACEMENT WITH REMOVAL AND INSTALLATION SERVICES
 Dept./Div.: VARIOUS
 Requisition No.: VARIOUS

IFB NO.: 16047D
 BID OPENING: 11:00 A.M.; 06-23-2016

BIDDER NAME & STREET ADDRESS:		No.:	1	2
			NARAYAN FLOORING INC dba C & L FLOORING DAYTON OH 45410 X	CARPETLAND INC dba BIG BOB'S FLOORING KETERING OH 45431 X
		CITY:	DAYTON	
		STATE & ZIP:	OH 45410	
		Recommended for Award	X	X
QUALIFIES FOR LOCAL PREFERENCE?			YES	NO
QUALIFIES FOR CERTIFIED PREFERENCE?			NO	NO
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?			NO	NO
Item #	ITEM DESCRIPTION	U/M	UNIT COST	UNIT COST
3	Waiting Room	Lot	• \$3,927.22	
	Moving / Returning of Office furniture	Lot	• \$300.00	
4	Replacement Stock - 5%	Lot	• \$3,000.00	
WUFO - SEWER MAINTENANCE BUEAU				
31	Flooring replacement with Removal and Installation Services – Atrium and Adjoining Hallway	Lot		
WUFO - SEWER MAINTENANCE BUEAU - Individual Rooms				
32	Atrium	Lot		• \$3,375.60
33	Hallway	Lot		• \$1,695.00
DEPARTMENT OF FIRE FIRE STATION 11 Carpet Squares				
34	Flooring replacement with Removal and Installation Services – Inner Office Area and Bunk Room Area	Lot		• \$11,191.20
Fire Station 11 - Individual Rooms Carpet Squares				
35	Inner Office Area	Lot		• \$3,291.00
36	Bunk Room Area	Lot		• \$7,900.00
Flooring materials, related supplies and labor prices to remain firm for the period through June 30, 2017			YES	YES
Firm Price Agreement Through June 30, 2018 YES / NO			YES	
Maximum Percentage of increase			6%	
TERMS:			3% 10TH PROXIMO	NET 30
F.O.B.:			DEST	DEST
DELIVERY:			30 DAYS	

• = lowest bid X = vendor selected for award

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION
For: FLOORING REPLACEMENT WITH REMOVAL AND INSTALLATION SERVICES
 Dept./Div.: VARIOUS
 Requisition No.: VARIOUS

IFB NO.: 16047D
 BID OPENING: 11:00 A.M.; 06-23-2016

No.: BIDDER NAME & STREET ADDRESS: CITY: STATE & ZIP: Recommended for Award	1	2		
	NARAYAN FLOORING INC dba C & L FLOORING DAYTON OH 45410 X	CARPETLAND INC dba BIG BOB'S FLOORING KETTERING OH 45431 X		
	YES	NO		
	NO	NO		
QUALIFIES FOR LOCAL PREFERENCE?	NO	NO		
QUALIFIES FOR CERTIFIED PREFERENCE?	NO	NO		
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?	NO	NO		
Item #	ITEM DESCRIPTION	U/M	UNIT COST	UNIT COST

THE FOLLOWING VENDORS WERE SOLICITED BUT DID NOT BID:

- | | | |
|---|---|--|
| HRC
Dayton OH 45402

1. Color Tile (Local)
Dayton OH 45410

2. Sherwin Williams (Local)
Dayton OH 45402

3. A-1 Carpet and Tile Inc (Local)
Dayton OH 45405

4. Unified Construction Services LLC (Local/Certified)
Dayton OH 45403

5. Vaughn Interior Concepts (Local/Certified)
Dayton OH 45403

6. Prestige Construction of Dayton (Certified)
Trotwood OH 45426 | 7. M&S Flooring (Certified)
Franklin OH 45005

8. Titan Commercial Floor Inc (Certified)
Clayton OH 45315

9. Canady & Associates
Centerville OH 45458

10. Booher Carpet Sales Inc
Riverside OH 45432

11. M L Dunn
Vandalia OH 45377

12. Flooring American Design Center
Miamisburg OH 45342

13. McSwain Carpets
Cincinnati OH | 14. Carpet by A&B Inc
Loveland OH 45140

15. Bob Madden Carpet
Dayton OH 45439

16. J+J Flooring Group
Columbus OH

17. Lowe's
Trotwood OH 45426

18. Builders Resources LLC
Columbus OH 43213

19. Johnson's Flooring Cntr
Clayton OH 45315

20. The Carpet Store
Centerville OH 45459

21. Stedman Floor Co
Groveport OH 43125 |
|---|---|--|

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION

For: Graphite Furnace Atomic Absorption Spectrophotometer

Dept./Div.: Water/Water Supply & Treatment

IFB No.: 16053N

Requisition No.: 106WTWS6

Bids Opened: 2:00P.M.;07-1-2016

BIDDER NAME & STREET ADDRESS: CITY: STATE & ZIP: Recommended for Award				1 Agilent Technologies Inc Wilmington DE 19808	2 PerkinElmer Health Sciences Shelton CT 06484	3 Thermo Electron North American LLC Madison WI 53711
				NO	NO	NO
QUALIFIES FOR LOCAL PREFERENCE?				NO	NO	NO
QUALIFIES FOR CERTIFIED PREFERENCE?				NO	NO	NO
/ CERTIFIED PREFERENCE A FACTOR IN AWARD?						
Item No.	ITEM DESCRIPTION	U/M		UNIT /EXT	UNIT /EXT	UNIT /EXT

PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS

GRAPHITE FURNACE ATOMIC ABSORPTION SPECTROPHOTOMETER

1	Graphite Furnace Atomic Absorption Spectrophotometer		\$39,459.37	\$40,218.26	\$39,785.74
	Price to remain firm through 7-31-2017 If no, for how long?		Yes	Yes	No 10/3/2016
	TERMS: F.O.B.: DELIVERY:		NET 30 DEST 28 Calendar Days	NET 30 DEST 30 Calendar Days	NET 30 DEST 60 Calendar Days

• = lowest bid X = vendor selected for award

THE FOLLOWING VENDORS WERE SOLICITED BUT DID NOT BID:

All solicited vendors submitted a bid.

1. Teledyne Tekmar 2. Environmental Express Inc. 3. Fisher Scientific Company LLC 4. Hach 5. VWR Scientific Products Corporation
6. Thomas Scientific 7. Laboratory Products



City Manager's Report

2.

From 5610 - Human Resources

Date July 27, 2016

Expense Type Service Agreement

Supplier, Vendor, Company, Individual

Total Amount \$5,000,000.00

Name Healthstat, Inc.

Address 4651 Charlotte Park Dr., Ste. 300
Charlotte, NC 28217

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Healthcare Self Insurance	63000-5610-1159-62	\$5,000,000.00

Includes Revenue to the City Yes No Affirmative Action Program Yes No N/A

Description

In late 2015, A Request for Proposal (RFP) was initiated to establish and operate an off-site employee health and wellness center. Ten proposals were received and reviewed by a committee that included Union representatives. Five (5) bidders were then invited to make presentations to the committee, which included two local bidders, and the committee selected Healthstat, Inc.

Human Resources (HR) is proposing to enter into a contract with Healthstat, Inc. (HS) for the operation and management of an off-site employee health and wellness center. The City will make the off-site employee health and wellness center available for use by City employees during work hours, and at an extremely reduced rate for medical services. City employees, spouses, domestic partners, and children above the age of 2 will be able to access medical services at the employee health and wellness center. The center will be open forty (40) hours a week, with after work hours on two week days to provide access after normal City work hours. The employee health and wellness center will perform routine medical care (i.e., physicals, blood draws and biometric screens, treatment for colds, etc.) and some urgent care medical treatment. The employee health and wellness center will not be used for occupational health issues (BWC), nor will the employee health and wellness center be used for pre-employment physicals and/or City drug testing.

As part of the contract, HS will be responsible for the provision of all medical services at this employee health and wellness center. HS will be required to enter into agreements employing a local physician, nurse case practitioner, medical office assistant, and a registered nurse for wellness activities. HS will work with the City to identify an employee health and wellness center site near downtown, and HS will enter into a lease agreement for the medical space. HS will bill the City for the provision of medical services, medical supplies, office equipment, and lease costs. The annual expected costs are not to exceed \$1,000,000.00 which includes a contingency and the billed HS charges which are capped at a four (4%) percent cost increase each year for the annualized provider cost, administration fee, and other clinic expenses.

HR is proposing to enter into an initial three (3) year agreement, with optional two (2) one (1) year renewals for a total contract term of up to five (5) years for a total not to exceed cost of \$5,000,000.00.

The Law Department has reviewed and approved the contract as to form and correctness.

A certificate of funds is attached for \$376,000.00 for 2016.

HR recommends approval of this contract.

Signatures/Approval

Division

Department

City Manager

FORM NO. MS-16

Approved by City Commission

Clerk

Date

Updated 06/2016

V. 2/1/16

HEALTH RISK MANAGEMENT AGREEMENT

This Health Risk Management Agreement ("Agreement") is made and entered into as of the ___ day of July, 2016 by and between Healthstat, Inc., a North Carolina Corporation ("Healthstat") and City of Dayton, Ohio, a municipality ("Employer"), acting on behalf of the City's health plan ("Plan"). All references to Employer in this Agreement shall be deemed to refer to it as acting in its capacity as Plan Administrator or on behalf of the Plan.

RECITALS

WHEREAS, Employer conducts business in the state(s) of OHIO (states where Clinic(s) are located) and is headquartered with its principal offices located in the City of Dayton, Montgomery County, State of OHIO; and

WHEREAS, Employer desires to reduce Plan healthcare costs for its employees while improving the overall health of its employees, and is therefore entering into this Agreement for the Plan; and

WHEREAS, Healthstat has offered to assist Employer by establishing and operating nurse practitioner, physician's assistant, and or physician ("Clinician") clinics. The Clinician medical centers ("Clinic(s)") will be located on or near the premises of Employer and will provide other value-added services, all designed to assist Employer in reducing Plan health care costs and decreasing lost employee productivity due to illness-related absences ("Benefits"); and

WHEREAS, Employer desires to contract with Healthstat and establish Clinic(s) on or near Employer's premises; and

WHEREAS, Healthstat has agreed to contract with Employer for the establishment of Clinic(s) on or near Employer's premises and to provide other services as set forth in this Agreement; and

WHEREAS, Healthstat has made Employer aware, and, Employer acknowledges the success and effectiveness of the services offered by Healthstat in achieving Benefits is greatly dependent upon the support and assistance Employer provides Healthstat regarding educating and participation of Employer's workforce, allowing sufficient clinic hours of operation, and, providing suitable premises for a clinic with convenient physical access.

NOW, THEREFORE, in consideration of the mutual premises, promises, covenants and conditions contained herein, and as hereinafter set forth, the parties agree as follows:

1. Healthstat Services. Healthstat shall provide the Plan the services set forth in this Agreement. Employer shall provide the assistance described hereafter to increase the Benefits achieved. Employer acknowledges that Healthstat is not engaged in the practice of medicine, but the Clinician(s) employed at the Clinic(s) by Healthstat are engaged in the practice of medicine, and will provide medical care to the Employer's workforce and/or dependents.

1.1 *Establishment of Clinic(s).*

1.1.1 Healthstat shall provide licensed and certified Clinician(s) who are employed by Healthstat, or contract with licensed physicians or physician practices ("Group" or "Groups" which term shall include both sole physician practices and practices with multiple physicians) to provide medical services under contract with Healthstat, to provide professional medical services consistent with reasonable and appropriate standards of care, and who are responsible for supervising the Clinician(s) operating the clinics on the Employer's premises as required in accordance with applicable state law. Each Clinician that is employed or contracted by Healthstat shall be supervised by a physician independently contracted by Healthstat, as required in accordance with applicable state law. Each Clinician and Group shall remain in good standing with the applicable State licensing authority within the state where each Clinic is located. Each Group

shall supervise and oversee each Clinician at every Clinic location in accordance with applicable state law. Every Healthstat contract with a Group shall contain provisions requiring the Group to comply with all applicable state laws in the provision of professional services at the Clinic(s). Healthstat shall further require that each Group carry malpractice insurance.

- 1.1.2 Healthstat shall provide Employer with a design layout of the space to serve as the Clinic within thirty (30) days of the execution of this Agreement. All costs associated with renovating or preparing the physical space for the Clinic shall be borne by Employer.
- 1.1.3 The services to be provided under this Agreement, and, therefore, the success of Healthstat in improving Benefits is initially dependent upon Healthstat being able to locate and staff each Clinic(s). Healthstat shall use commercially reasonable best efforts to locate and coordinate with Clinician staff in order to provide hours of service at the Clinic as mutually agreed to by the parties and set forth on Exhibit "A" attached hereto, which may be amended from time to time.
- 1.1.4 Each Clinic shall be opened at the location(s) described on Exhibit "A" by the date(s) set forth on Exhibit "A". In the event any Clinic is not opened on the date set forth on Exhibit "A" as a result of the failure of Healthstat to provide a Clinician at a Clinic location, then Healthstat shall return that portion of the good faith deposit attributed to that Clinic, and Employer shall have the right to terminate this Contract and receive a refund of the total good faith deposit. This shall be Employers sole and exclusive remedy in the event that Healthstat fails to open any Clinic(s) on the date(s) set forth on Exhibit "A".

1.2 *Education of workforce about Healthstat Services.* Healthstat shall provide educational sessions at each initial health assessment event described in Section 1.3 below. In each education session, Healthstat shall provide education to Employer's workforce about the services offered by Healthstat and the benefits which employees, and eligible spouses and dependents, ~~if included,~~ may derive from using the services provided by Healthstat.

1.3 *Health Assessment(s).* An initial mass health assessment shall be performed on each voluntarily participating employee which shall include the collection of certain baseline clinical data indices including cholesterol, triglycerides, and glucose. In addition, Healthstat shall collect the clinical indices for the Prostate Screening Antigen (PSA) if Employer has selected this service as evidenced on Exhibit "B" attached hereto. The initial health assessment of Employer's voluntarily participating workforce shall be completed either before or within eight (8) months (i.e., on or about July 1, 2017) of the opening of the Clinic(s). Subsequent health assessments shall be completed once every twelve (12) months thereafter. Employees who miss the voluntary mass event and/or were hired subsequently may obtain their health assessment in the clinic. Healthstat shall be responsible for collecting blood pressure, body weight indexing, and providing a health survey to be completed by the employees. Healthstat shall work with Employer to encourage employees to participate in such health assessment(s). Healthstat shall participate in the Employer's annual employee health fair and such other wellness activities as may be sponsored by Employer (at an additional hourly cost to Employer for such services as agreed and documented herein). Personal Health Information obtained during each assessment will be collected in accordance with Healthstat business practices designed to ensure its privacy and security in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

1.4 *Periodic Reports.* Healthstat shall produce the following reports for Employer and Employer's group health plan as well as such other reports as Employer may request and Healthstat has the programming capabilities to comply. Healthstat shall charge Employer a programming charge as described in Exhibit "B" for reports other than the ones listed below. The form and substance of additional requested reports shall be as mutually agreed to by Healthstat and Employer. All reports shall be HIPAA compliant. Healthstat's ability to comply with this section 1.4 is based on Employer or Employer's health plan supplying the data elements in Exhibit "E" to this Agreement.

- 1.4.1 Healthy Life Profile - Individual health profiles for assessment participants shall be compiled and distributed to each participant only after each health assessment.
- 1.4.2 Health Risk Assessment Overview - Aggregate health risk report(s) for the entire employee population on a de-identified basis shall be compiled and distributed to Employer after each mass health assessment.
- 1.4.3 Activity and Claims Trend ("Act") Reports including:
 - a. Clinic Utilization – Monthly clinic utilization reports summarizing the services furnished onsite at each Clinic in a de-identified format.
 - b. Quarterly Report - Provided the Employer's health plan, health insurer or third-party administrator furnishes historical claims data in accordance with Employer's instruction pursuant to paragraph 2, and, after the Clinic has been opened no less than six (6) months, Healthstat shall provide insurance cost claims impact statements four (4) times per twelve (12) month period. Additionally, Healthstat shall provide clinic utilization and activity reports and summary data related to the Clinic participants' compliance with the frequency guidelines recommended for the number of risk factors identified during the health assessment(s) on a de-identified basis.
 - c. Non-Compliance Report - After the Clinic has been opened for two (2) consecutive quarters, non-compliance reports for employees with health risk factors and clinic visit frequency shall be provided on a quarterly basis in a de-identified format [subject to the qualifier in 1.4.1].
- 1.4.4 Business Intelligence Dashboard – Employer will have access to the web-based detailed clinic utilization tool for self-reporting.

No Protected Health Information about any Plan Participant shall be released to Employer in any report unless such participant has provided his or her prior written authorization or unless such information is released in accordance with HIPAA.

1.5 *Interventions.* The Clinician at each Clinic, or, a Healthstat representative shall contact each health assessment participant which is identified as having two (2) or more high healthcare risk factors according to the health assessment (and each participant with one (1) risk factor if at immediate need levels) within twelve (12) months of the Clinic opening. The Clinician at each Clinic shall be available during regularly scheduled Clinic hours of operation to consult with and assist in the development of a program for each health assessment participant contacted in accordance with this paragraph 1.5.

1.6 *Appointment of Account Manager.* Healthstat shall appoint an account manager and provide notice to Employer of the appointment within ten (10) days of the date this Agreement is executed. In addition to overseeing the implementation of this program, the account manager shall be available to review and discuss the activities of and reports generated from each Clinic.

1.7 *Business Requirements.* Healthstat engages the organizational principles which have been learned by individuals who have been certified as Project Management Professionals to capture the Business Requirements of the implementation and operation of the Clinic. In an effort to ensure a complete understanding of both parties regarding matters such as timeliness, tasks and duties to be performed, each party shall acknowledge the Business Requirements generated during the implementation process. The Business Requirements to be acknowledged will be in substantially the same form as that attached hereto as Exhibit "G".

1.8 *Practitioner Selection.* Healthstat shall present a Clinician who is trained and qualified to perform clinical services required in the Clinic. Healthstat shall offer to introduce each Clinician candidate

to Employer so Employer may evaluate the candidate proposed. Healthstat shall make the final decision with respect to whether to contract with Clinician candidates. Employer understands that due to the limited availability of Clinician candidates in some geographic locations, the opening of the Clinic may be delayed if a Clinician candidate is rejected at Employer's request.

1.9 *Professional Conduct of Clinician.*

1.9.1 The professional conduct of Clinician is governed by applicable state laws and supervised by Healthstat or the Group. Neither Healthstat nor Employer shall exercise any control or direction over the method or manner in which Clinician performs professional services and functions at the Clinic. Neither Healthstat nor Employer shall intervene in any way or manner with the services provided by Clinician unless Clinicians' actions are in violation of the regulations and/or rules of conduct governing employees at Employer's place of business. It is understood between the parties that the traditional, customary, usual and confidential relationship between a health care provider and a patient exists between Clinician and employees and all authorized persons seeking the professional services of Clinician.

1.9.2 In the event Employer deems the performance of any Clinician disruptive to Employer's place of business, detrimental to the health or safety of members of Employer's workforce or any dependent family members, or is in violation of the regulations and rules of conduct governing employees of Employer, Employer may request that a Clinician be removed from the Clinic and will do so in writing. When Healthstat is notified of such a request by Employer, Healthstat shall notify the Clinician and Group and Healthstat shall place Clinician on administrative leave with pay until a review of the matter is completed within ten (10) calendar days. If after a review of the matter complained about, Employer or Healthstat desire that the Clinician not return to the Clinic, Healthstat shall immediately commence actions to recruit another Clinician to provide services at the Clinic and advise Employer when a substitute Clinician may be placed at the Clinic. Employer acknowledges that during the time period in which Healthstat is recruiting a new Clinician for the Clinic, the Clinic may not be operational or the hours and availability of the Clinic may be reduced. Both parties agree that violation of any local, state, or federal law by Clinician will result in immediate termination.

1.10 *Clinician(s) and Group(s) as Independent Contractors.* Each Clinician providing services at Clinic is an independent contractor of Healthstat. Each Clinician shall be supervised by Healthstat and/or Group pursuant to the terms of a written contract. It is understood and agreed that no Clinician and no Group shall be deemed to be an employee of Healthstat or the Employer. No Clinician nor any Group shall be eligible for vacation pay, health insurance, life insurance, sick leave, retirement benefits, social security, workers' compensation, disability insurance, unemployment insurance benefits or any other employee benefit of any kind provided by Employer. Employer shall have no liability for any compensation due Clinician, nor any Group providing direct or supervisory services at any Clinic. Healthstat shall indemnify Employer from and against any and all claims for any such benefits. Furthermore Employer shall have no liability for any alleged or actual violation of local, state, or federal by a Clinician or any other Healthstat employee or independent contractor that provides services at any Clinic.

1.11 *Guideline Gap and Predictive Modeling Services.* As long as all data elements described in Section 2 of this Agreement are supplied, Healthstat shall provide the following services as a part of the Predictive Modeling and Guidance Gaps Package after the Clinician Clinic has been operational for six (6) full months.

1.11.1 Healthstat will provide the Patient Profile report to the Clinician on a monthly basis which includes:

- Forecasted Risk Profile

- Impact Scores
- Diagnosis Profile
- Utilization Profile
- Risk Contribution Profile
- Guideline Compliance Profile
- Physician Pharmacy Profile – Therapeutic Classes
- Physician Pharmacy Profile – Maintenance Medications
- Physician Pharmacy Profile – Injectable(s)

1.11.2 Healthstat shall provide the following to Employer on a Quarterly Basis

- Risk Navigator Clinical Summary

2. Electronic Data Sharing. Employer shall supply the data listed on Exhibit "E" in electronic format compatible with Healthstat software systems, for its employees who are eligible to take advantage of Healthstat services in order to populate the Healthstat data base. This delivery of data shall be complete thirty (30) days prior to the initial health assessment and monthly thereafter. Healthstat shall enter into a Business Associate Agreement, as defined in HIPAA, with Employer and its health claims processing or insurance vendor. Employer shall instruct each third-party administrator, insurance vendor or other party responsible for managing Employer's Plan claims system to provide Healthstat all historical claims data, including but not limited to, healthcare claims, pharmaceutical claims, and medical claims for all employees as described on Exhibit "E". Healthstat shall use the data provided to establish and track employee utilization trends and insurance cost impact which shall be provided in the periodic reports generated and supplied to Employer. All costs associated with the transfer of data to the Healthstat database, including but not limited to implementation of software interface, shall be borne by Employer. **Employer acknowledges that the successful transfer of the data described herein is a condition precedent to the application of the guarantee described on Exhibit D.** All data transmitted pursuant to this Section must be in electronic non-facsimile format, i.e. CD, floppy disk or direct electronic interface.

Healthstat shall supply Employer's claims payer or other similar vendor ("Vendor") information related to each patient's encounter in the Clinician clinic in an 837P "standard" file as the format to transfer the data to the Vendor. If the 837P "standard" format has to be manipulated to comport to with the Vendor, Healthstat will charge a programming and testing cost as described in Exhibit "B". Healthstat and Employer will agree to the frequency of regular data transfers and Healthstat will charge Employer the cost outlined in Exhibit "B" for each data transfer.

3. Premises and Support Services of Employer.

3.1 Premises. Employer will work with Healthstat to select a location for the Clinic. Healthstat shall enter into a lease agreement for the identified premises that will be provided to Employer as a Clinic during Employer's normal operating hours. Healthstat shall be responsible for maintaining and securing the safety and safekeeping of the premises designated as the Clinic and all the equipment therein. Healthstat shall provide heat and air conditioning, janitorial service, telephone, high speed DSL internet access (or similar service), replace light bulbs as needed and other materials for the Clinic described on Exhibit "F". Healthstat shall maintain the safe and proper operation of all equipment located within the Clinic. Healthstat will bill the Employer for all charges and/or costs related to the Clinic premises and other costs associated with the lease for the Clinic premises, for the term of the lease not withstanding the earlier termination of the Agreement. Employer retains the right to review and approve the lease contract, including duration prior to execution of the lease agreement.

3.2 Clinic Area. Employer shall dedicate no less than one thousand (1000) square feet to be used as the Clinic. The Clinic shall be in close proximity to toilet facilities and, to the extent reasonably practicable, shall be equipped with a sink. In the event Employer desires to offer Clinician services at the Clinic to spouses, domestic partners, or dependents of employees, Employer shall ensure access to the Clinic from the exterior of the facility through an administrative or otherwise convenient public access way. Privacy and accessibility for non-employee users offered the services of the Clinic is important for the overall success of its operation. The Benefits derived from Healthstat services are partially dependent upon significant usage of the Clinic.

3.3 *Hours of Clinic Operation.* The weekly schedule for the hours of operation of the Clinic will be mutually agreed upon by Employer and Healthstat. Changes to the weekly schedule may be made only with the mutual written consent of Healthstat and Employer. The initial schedule of Clinic operational hours is identified herein in Exhibit A. The Employer may change the Clinic's operating schedule during the term of this Agreement by providing written notice to Healthstat. In the event of a requested change in the clinic schedule, Healthstat will take reasonable commercial measures to minimize clinic down time and interruption due to staff absences or vacancies created by the clinic schedule changes.

3.4 *Scheduling.* Appointment scheduling will be performed through Healthstat scheduling system through either online services, via 800 call number, and or Healthstat supplied substitute.

4. Term and Termination.

4.1 The term of this Agreement shall be for a period of thirty-six (36) calendar months beginning on the date the first Clinic described on Exhibit "A" opens (the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive one (1) year terms ("Renewal Term") unless earlier terminated in accordance with the terms of this Agreement, or unless either party gives sixty (60) days' prior written notice of non-renewal to the other party prior to the expiration of the Initial Term or any subsequent Renewal Term.

4.2 If either party defaults in the performance of any of its obligations hereunder, the non-defaulting party may terminate this Agreement subject to the provisions of this paragraph. To terminate this Agreement, the non-defaulting party seeking termination must provide written notice to the other party notice describing the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, this Agreement will automatically be deemed terminated at the end of that period; provided, however, that if the dispute involves a matter other than the Employer's failure to remit any payment by the date prescribed hereunder, then the parties agree first follow the Dispute Resolution procedure described below before terminating the Agreement.

Internal Dispute Resolution Procedure. In the event the parties have any disagreement, dispute, breach or claim of breach, non-performance, or repudiation arising from, related to, or in connection with this Agreement or any of the terms or conditions hereof that has not been resolved within the cure period, prior to termination of the Agreement, the parties agree to conduct the following procedure:

- (i) No later than ten (10) business days after the cure period, the parties will meet either to: (1) resolve the matter and set forth such resolution in writing or (2) define the dispute in writing, including a description of the position of each party and the projects and tasks affected.
- (ii) If the parties are unable to reach an agreement, then within ten (10) days after such meeting, a representative of each of the parties with oversight responsibilities as to operations or this Agreement will meet in a mutually convenient location to attempt to reach a resolution of the matter in light of the description of the Dispute submitted by the parties and further discussion among and between the parties and their respective representatives.
- (iii) If the parties are unable to resolve the dispute after following the procedures set forth in subparagraphs (i) and (ii) of this Section, or if the dispute is not resolved within thirty (30) days after the original Notice of Dispute has been received, the parties are entitled to pursue all their remedies at law and in equity, subject only to the limitations of this Agreement. Notwithstanding this provision, the parties may agree to participate in further dispute resolution mechanisms, including mediation.
- (iv) Notwithstanding the provisions of this Section, either party may seek equitable relief at any time without the necessity of first complying with the provisions hereof.

4.3 The Employer may terminate this Agreement without cause upon ninety (90) days written notice to Healthstat.

4.4 In the event a Clinician resigns, quits, is terminated or otherwise unable or unwilling to continue at any Clinic location and Healthstat is unable to find a suitable replacement after employing reasonable commercial efforts either party may terminate this Agreement. Both Employer and Healthstat agree that failure to maintain a Clinician can reduce the program administration fees due by Employer. Furthermore Clinician absence that impedes or results in a loss of employee care will result in forfeiture of other assessed fees such as the listed in Exhibit B. These fees include but are not limited to: program administration fees; physician hourly fee; advanced practitioner fee; medical office assistant fee; or registered nurse fee.

4.5 Any outstanding invoices as of the date of termination will be due and payable according to the terms set forth below. Termination of this Agreement shall not release or discharge either party from any obligation, debt or liability incurred hereunder nor shall termination release or excuse payment for services rendered.

5. Compensation.

5.1 Healthstat shall be compensated for its services in accordance with Exhibit "B" attached hereto and incorporated by reference herein.

5.2 Healthstat shall remit a monthly invoice to Employer by the tenth (10th) day of the month. Employer shall remit payment using Automated Clearing House electronic funds transfers (ACH) by the twentieth (20th) day of the month the invoice is received from Healthstat. In the event that payment is not received by Healthstat on the twentieth (20th) a late payment penalty in the amount of one and one-half percent (1½ %) per month shall accrue on the unpaid balance for each month or fraction thereof that payment is late.

6. Privacy and Security of Employee Health Information.

6.1 Healthstat and Employer acknowledge and agree that some of the services provided under this Agreement may involve the sharing of protected health information ("PHI" as defined under 45 C.F.R. § 164.501) of Employer's workforce. Healthstat agrees to maintain the privacy of such information in accordance with the business associate provisions set forth under the Privacy Regulations adopted by the United States Department of Health and Human Services pursuant to HIPAA. In furtherance thereof, Healthstat and Employer agree to execute the Business Associate Agreement, attached as Exhibit "C", and incorporated herein by reference.

6.2 The parties agree to revise the Business Associate Agreement as necessary in order to comply with current or subsequent regulations adopted pursuant to HIPAA.

7. Confidentiality of Information.

7.1 Each party shall keep confidential, and shall not divulge to any other party to the extent allowable by law, all proprietary and confidential information of the other party including, but not limited to, information relating to such matters as finances, methods of operation and competition, pricing, marketing plans and strategies, operation requirements and information concerning personnel, or suppliers, unless such information: (i) is or becomes generally available to the public other than as a result of a disclosure by that party, or (ii) is required to be disclosed by law or by a judicial, administrative or regulatory authority.

7.2 Upon termination of this Agreement, each party agrees to return to the other all proprietary information of the other party in their possession including, without limitation, any documentation evidencing Employer's or Healthstat' policies and procedures, or, give written assurances of its destruction.

8. Insurance.

8.1 Healthstat shall maintain primary commercial general liability insurance with limits of not less than \$1 million per occurrence with a \$3 million per occurrence umbrella liability policy in excess of primary insurance. Healthstat shall also name Employer as an additional insured to provide coverage for

a Clinic site. Malpractice Insurance shall also be maintained by Healthstat at limits of not less than \$2 million per claim with \$4 million annual policy aggregate.

8.2 All services provided at each Clinic shall be provided in accordance with state law governing the operation of each Clinic, including, supervision of each Clinician by Healthstat and/or a Group if required by state law. Each Clinician and Group shall obtain and keep in force a policy of (a) professional liability (malpractice) insurance with a minimum coverage of \$1,000,000 for each incident and \$3,000,000 annually for the aggregate of all claims and (b) workers' compensation insurance in such amounts as required under applicable state laws covering its Clinician and any other employees or contractors providing services on Employer's premises pursuant to this Agreement.

8.3 Healthstat, Clinician and Group(s) shall provide certificates evidencing all insurance coverage required under this Section. In the event such party fails to obtain new or substitute insurance consistent with the requirements set forth above, Employer may terminate this Agreement for cause as of the cancellation date of such prior insurance.

9. Independent Contractors. Healthstat, each Clinician and Group is acting and performing as an independent contractor while carrying out the duties and obligations described in this Agreement. No act or failure to act by any party shall be construed to make or render the other party to this Agreement its partner, joint venturer, employee, employer, principal, agent or associate.

10. Indemnification.

10.1 Healthstat agrees to defend, indemnify and hold harmless Employer from and against any and all losses, judgments, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and costs of settlement) which directly result from or arise out of any breach by Healthstat of any of its representations, warranties, covenants or obligations in this Agreement or its negligent acts or omissions in carrying out this Agreement.

Healthstat shall cause any Clinician or Group(s) contracted to provide services to Employer's employees to enter into a written agreement, satisfactory to Employer, to indemnify and hold harmless Employer and its officers, directors, affiliates, employees and agents, from and against any claims, liabilities, losses or expenses, including without limitation reasonable attorneys' fees, arising or resulting from the negligent performance of professional services or acts and omissions as contemplated by this Agreement.

10.2 The Indemnitee shall notify the Indemnitor by registered mail of the existence of any such action, claim or demand giving rise to a claim for indemnity under this paragraph in writing of the same within thirty (30) days of receipt of such written assertion of a claim or liability; provided, however, the failure to give such notice shall affect the Indemnitor's obligations hereunder only to the extent the Indemnitor is materially prejudiced by such failure. The Indemnitor shall not, without the prior written consent of the Indemnitee, settle or compromise any claim or consent to the entry of any judgment without the consent of the other party which does not include as an unconditional term thereof the giving by the claimant to the Indemnitee a release from all liability in respect to such claim.

10.3 All indemnifications made by the parties shall survive the termination of this Agreement.

10.4 Each party agrees to use its commercially reasonable best efforts to cooperate in the investigation, mitigation, defense, and settlement of any third-party claim subject to this section 10 and to permit the cooperation and participation of the other party in any such claim or action, including the sharing of legal counsel where practicable. Each party agrees to promptly notify the other party of the occurrence of any indemnified event or material developments or amounts due respecting any indemnified event.

10.5 Healthstat' liability for damages for any cause of action, whether in contract or in tort, whether arising out of or in connection with the services, the reports or other deliverables, shall be limited to the amount then previously paid to Healthstat by Employer in the current year of the Agreement in which the cause of action accrued. The existence of more than one cause of action will not enlarge or extend the limit. Employer hereby releases Healthstat from all obligations, liability, claims or demands in

excess of this limitation. The parties acknowledge that the other parts of this Agreement rely upon the inclusion of this liability limitation.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES.

10.6. No action, regardless of form, arising out of any transaction under this Agreement may be brought by either party more than one (1) year after the injured party has actual knowledge of the occurrence which gives rise to the cause of such action.

11. Non-Solicitation of Contractors.

11.1 Employer covenants that it, its employees, agents, or representatives shall not during the term of this Agreement, and any renewals thereof, and for the twenty four (24) month period following the termination of this Agreement, make offers or contracts of employment or offer or contract for services with or encourage or assist the Clinician(s) in obtaining different employment other than Healthstat or the Group(s) which had employed the Clinician(s) during the period of this Agreement.

11.2 Healthstat covenants that it, its employees, agents, or representatives shall not during the term of the Agreement, and any renewals thereof and for a period of twenty-four (24) months after the effective date of any termination of this Agreement, make offers or contracts of employment or offer or contract services with health related employees of the Employer.

12. Consents. Any consent required or any discretion vested in a party to this Agreement shall not be unreasonably withheld or arbitrarily or capriciously exercised.

13. Governing Law. This Agreement shall be interpreted according to the laws of the State of Ohio. Claims arising out of or requiring the interpretation of this Agreement shall be brought and litigated exclusively in the courts located within Montgomery County, Ohio, or if a federal court, the court whose district includes Montgomery County, Ohio.

14. Notices. All notices and other communications required or permitted under this Agreement shall be effective upon receipt or rejection. Any notice shall be delivered to the parties as follows:

Employer: City of Dayton
101 West Third Street
Dayton, OH 45402
Fax: (937)-234-1600
Attn: Kenneth R. Couch, Director of Human Resources

Healthstat: Healthstat, Inc.
4651 Charlotte Park Dr., Suite 300
Charlotte, NC 28217
Fax: 704-529-6572
Attn: Warren Hutton, General Counsel

15. Severability Clause. In the event any term or provision of this Agreement is found to be unenforceable or void, in whole in part, as drafted, then the offending term or provision shall be construed as valid and enforceable to the maximum extent permitted by law, and the balance of this Agreement shall remain in full force and effect.

16. Amendments. Amendments may be made to this Agreement but only after the mutual approval in writing by Employer and Healthstat.

17. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not unreasonably be withheld.

18. Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any such party's rights with respect to any subsequent breach thereof.

19. Entire Agreement. This Agreement supersedes all previous contracts and constitutes the entire agreement between the parties. Healthstat and Employer shall be entitled to no benefit other than those specified herein. No oral statements or prior written material not specifically incorporated herein shall be of force and effect and no changes in or additions to this Agreement shall be recognized unless and until made in writing signed by all parties hereto.

20. Use of Employer Name. Employer grants Healthstat the right to use the name of Employer on all advertising and marketing by Healthstat.

21. No advice. The parties acknowledge that Employer has not requested nor Healthstat given any legal advice relating to any matter.

22. Non-Discrimination. Healthstat shall not discriminate against any employee or applicant for employment because of race, color, religions, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off determination, rates of pay or other forms of compensation, or selection for training, including apprenticeship in its performance of services under this Agreement.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton constitutes a material condition of this contract as fully as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling the City to terminate this Agreement at its option.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set out above.

City of Dayton, OH

Healthstat, Inc.

By: _____

By: Susan (Ken)

Title: _____

Title: CFO & Executive Vice President

Date: _____

Date: 7-15-2016

LIST OF EXHIBITS:

- Exhibit "A": Clinic
- Exhibit "B": Compensation
- Exhibit "C": Business Associate Agreement
- Exhibit "D": Guarantee Details
- Exhibit "E": Electronic Data Sharing
- Exhibit "F": Premises
- Exhibit "G": Business Requirements - *Specimen*
- Exhibit "H": Onsite Prepackaged Medication

EXHIBIT "A":

CLINIC

Clinic Eligibility

Employer agrees the groups indicated below are eligible to utilize the Clinic Services:

Employee Eligibility (please answer Yes / No depending on group's clinic eligibility)	Yes	No
Full-time employees	X	
Part-time employees	X	
Temporary employees		X
Independent Contractors		X
Pre-65 Retirees		X
Post-65 Retirees		X
Other - please describe: Other employees and/or clinic participants as identified by the Employer, not to exceed twenty (20) individuals.	X	
Is an eligible employee required to participate in the Annual Health Risk Assessment & Biometric Screening in order to utilize the clinic?		X
Are employees required to be covered under the Group Medical/RX Benefit Plan in order to utilize the clinic?		X
In addition to those requirements listed above, the following parameters must be met in order for employee's to be eligible to utilize the clinic:		X
Do eligibles include people who have elected COBRA benefits?		X

Spouse and/or Domestic Partner Eligibility (please answer Yes / No depending on group's eligibility)	Yes	No
Is employee's spouse and/or domestic partner eligible to utilize the clinic?	X	
If employee's spouse and/or domestic partner is eligible to utilize the clinic is their participation in the Annual Health Risk Assessment & Biometric Screening also a requirement for clinic eligibility?		X
If employee's spouse and/or domestic partner is eligible to utilize the clinic are they also required to be covered under the Group Medical/RX Benefit Plan in order to utilize the clinic?		X
If employee's spouse and/or domestic partner is eligible to utilize the clinic and in addition to those requirements listed above, the following parameters must also be met in order for employee's spouses to be eligible to utilize the clinic:		X

Children Eligibility (please answer Yes / No depending on group's eligibility) Children are those employee dependents who are eligible to participate in the City's health insurance plan per federal and/or Ohio law.	Yes	No
Are employee's children age 2 years and older eligible to utilize the clinic?	X	
If employee's children are eligible to utilize the clinic are they also required to be covered under the Group Medical/RX Benefit Plan in order to utilize the clinic?		X

Clinic Schedule

Clinic(s) shall be opened at the location(s) and for the number of operating hours at each location as described in the table below.

Clinic Name	City, State	Number of Hours of Clinic Operation Per Week
TBD	Dayton, OH	40

Day	Clinic Operating Schedule
Monday	7:00 AM – 4:00 PM
Tuesday	10:00am – 7:00 PM
Wednesday	7:00 AM – 4:00 PM
Thursday	10:00am – 7:00 pm
Friday	8:00 AM – 5:00 PM
Saturday	CLOSED
Sunday	CLOSED

If the clinic is normally scheduled on the following holidays, please know that it will be closed: New Year’s Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, and any additional holidays that align with the Employer.

The Clinician will be provided the following in any given 52-week period:
2 Weeks for Vacation
1 Week for Continuing Education

Healthstat will provide coverage for these and additional absences occasioned by clinic staff, as available, for an agreed upon “fill-in” rate. Healthstat and the Employer recognize that the Employer is desirous of having a Clinic that is open for the full calendar year.

Clinic(s) will open no later than 120 days from the effective date of this Agreement.

*Each four (4) hours of clinic time requires thirty (30) minutes of administrative time for each diagnosing and treating staff member. The administrative time is included in the above table.

Collecting Fees in the Clinic:

YES (Yes / No) Employer's health plan includes a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA).

Employer agrees Healthstat Provider shall:

Collect \$_____ via credit or benefit debit card from each Clinic Participant in the event the diagnosis and/or procedure performed during the clinic visit is for a non-wellness related service. The Employer and Healthstat will work cooperatively to establish the appropriate charge for a non-wellness related clinic visit after execution of this agreement, and this rate will be included as an Addenda after the contract is finalized.

The fees collected will be (select one):

_____ Credited to Employer's subsequent invoice;

_____ Other as described:

EXHIBIT "B":
SERVICE COST

Clinic Participant. A Clinic Participant is defined as anyone who submits to a health assessment under paragraph 1.3, and/or, anyone who visits the Clinic for health services at least one time. If participation levels vary by +/- 10% from census originally quoted, Healthstat reserves the right to reevaluate the pricing and staffing. Clinic Participants will be designated as eligible for Clinic services on all demographic file feeds to Healthstat.

Program Administration Fees. During the initial term of this Agreement, Employer shall pay Healthstat a fee of **\$10.61** per eligible employee per month (eligible employees is defined as approximately 1900) to cover the cost to support effective on-going operation of the program unless Employer does not pay by ACH. In the event Employer elects not to set up Automated Clearing House payments, the Program Administration Fee shall increase by 20%, this fee is calculated based on the actual number of Clinic Participants as defined above but will not be less than the following for each clinic location listed:

Clinic Location	Minimum Program Administration Fee Billed Per Month
Dayton, OH	\$20,158.17

In the event the Clinic opening is postponed by Employer after a qualified candidate has been presented, Employer shall pay the Program Administration fee and the hourly rate of the staff from the originally scheduled Clinic opening date as previously determined.

At the beginning of each subsequent year, this fee shall increase by 4%. This fee will be due and payable to Healthstat unless Clinic is closed for more than two consecutive months, in which case the fee will be suspended until Clinic is reopened.

Initial Health Risk Assessment including Blood Draw, & Analysis. The basic health assessment and blood analysis panel shall include lipid panel, and glucose and will be billed at a rate of **\$45.00** per Health Risk Assessment Participant and will not be less than **\$66,150.00** annually and will be billed within thirty (30) days of the scheduled assessment. Additional blood tests may be included with Employer approval and cost of such tests will be paid by Employer. At the beginning of each subsequent year, this fee shall increase by 4%. The minimum number of Health Risk Assessments during the scheduled event is **1470**.

Subsequent Health Risk Assessment twelve (12) months after initial and annually thereafter on the anniversary of the first subsequent Health Risk Assessment. If Employer does not have subsequent Health Risk Assessments with Healthstat, \$1.17 per eligible employee per month will be added to the Program Administration fee to reflect the removal of the multi-product discount included in the Program Administration fee. If Employer later has the next subsequent Health Risk Assessment with Healthstat, the \$1.17 will be removed from the Program Administration fee until the following subsequent Health Risk Assessment.

(1) Physician Hourly Fee. The hourly cost to staff the Clinic by a Physician shall be paid by Employer as agreed. At the beginning of each subsequent year, this fee shall increase by 4%. **\$172.00** per hour for twenty (20) Physician hours scheduled is estimated. This fee shall not exceed \$165,120.00 annually. All staffing fees will be billed at the hourly rates for the previous month.

(1) Advanced Practitioner Hourly Fee. The hourly cost to staff the Clinic by an Advanced Practitioner shall be paid by Employer as agreed. At the beginning of each subsequent year, this fee shall increase by 4%. **\$114.00** per hour for twenty (20) Advanced Practitioner hours scheduled is estimated. This fee shall not exceed \$109,440.00 annually. All staffing fees will be billed at the hourly rates for the previous month.

(1) Medical Office Assistant Hourly Fee. The hourly cost to staff the Clinic by a Medical Office Assistant shall be paid by Employer as agreed. At the beginning of each subsequent year, this fee shall increase by 4%. **\$32.00** per hour for forty (40) Medical Office Assistant hours scheduled is estimated. This fee shall not exceed \$61,440.00 annually. All staffing fees will be billed at the hourly rates for the previous month.

(1) Registered Nurse Care Coordinator Hourly Fee. The hourly cost to staff the Clinic by a Registered Nurse Care Coordinator shall be paid by Employer as agreed. At the beginning of each subsequent year, this fee shall increase by 4%. \$70.00 per hour for twenty (20) Registered Nurse Care Coordinator hours scheduled is estimated. This fee shall not exceed \$67,200.00 annually. All staffing fees will be billed at the hourly rates for the previous month.

Final agreed upon hourly rate negotiated (to be completed AFTER final negotiation with the Clinician):
 \$_____ Initialed:_____ Date:_____

Plus mileage at IRS allowed rate if agreed to below.

IRS Mileage Reimbursement billed to Employer (to be completed AFTER final negotiation with Clinician):
 Yes:_____ No:_____ Initialed:_____ Date:_____

If the final rate negotiated with the Clinician and Group exceeds 110% of the estimated cost, the Employer will have the right to terminate the agreement for that Clinic.

Training Expense. Employer agrees to pay the Clinic staff hourly rate for each staff member when hired and training commences. Training periods will commence for five (5) days prior to Clinic open date.

Implementation Expense. Employer agrees to pay a one-time implementation fee of **\$57,365.34** upon execution of this Agreement.

Clinical & Administrative Supplies. Healthstat shall order and Employer shall be billed the cost of the initial supplies and minor equipment required for the establishment of each clinic location including required CLIA waivers and medical waste disposal services. All supplies and equipment required for the on-going operation of the clinic shall be ordered by Healthstat and invoiced to Employer on a monthly basis.

A schedule for the estimated costs for clinical and administrative supplies for the City is displayed below:

	Jan-17	Feb-17	Mar-17	Apr-17	May-17	June-17	July-17	Aug-17	Sept-17	Oct-17	Nov-17	Dec-17
Clinic Supplies	\$1617	\$1617	\$1617	\$1617	\$1617	\$1617	\$1617	\$1617	\$1617	\$1617	\$1617	\$1617
Administrative Supplies	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550

Reference Lab and Pathology Services. Employer shall pay Healthstat based on a consolidated monthly Invoice for any reference laboratory and pathology services furnished to Clinic Participants. All lab services will be itemized by accession numbers, totaled each month and submitted to Employer on one invoice for payment.

A schedule for the estimated costs for reference lab and pathology services for the City is displayed below:

	Jan-17	Feb-17	Mar-17	Apr-17	May-17	June-17	July-17	Aug-17	Sept-17	Oct-17	Nov-17	Dec-17
Lab Costs	\$1936	\$1936	\$1936	\$1936	\$1936	\$1936	\$1936	\$1936	\$1936	\$1936	\$1936	\$1936

Medical Records. Clinic Participants shall pay copying charges of \$0.75 per page for Participant medical records as requested by Clinic Participants upon termination of this Agreement.

Data Processing and Programming. Employer shall pay Healthstat a programming fee of \$150 per hour for Ad Hoc reporting, data integration, and/or testing. Employer and Healthstat will agree to the number of programming hours in writing before any programming services begin. In addition, Healthstat will charge \$200 for each data exchange from Healthstat's system to Employer's healthcare plan or other designated recipient based on the frequency agreed to in writing by Healthstat and Employer. The data exchange fee will not exceed \$4,800 in any calendar year.

Form of Invoice. Employer shall receive one invoice per month for all cost to be paid pursuant to this Agreement.

my|hs Wellness Portal. the Healthstat **my|hs** Wellness Portal is available at no cost for Clinic Participants.

Employer desires **my|hs** Wellness Portal:

YES: X

NO:

Covered entities under HIPAA are health care clearinghouses, certain health care providers, and health plans. A "group health plan" is one type of health plan and is a covered entity (except for self-administered plans with fewer than 50 participants). The group health plan is considered to be a separate legal entity from the employer or other parties that sponsor the group health plan. Neither employers nor other group health plan sponsors are defined as covered entities under HIPAA.

EXHIBIT "C":

BUSINESS ASSOCIATE AGREEMENT

This Agreement is made effective _____, 20____ (the "Effective Date") between _____ ("Covered Entity"), and **Healthstat, Inc.** ("Business Associate"). The parties referenced above may be referred to individually as "Party" and collectively as "Parties."

WITNESSETH

WHEREAS, the Parties wish to enter into or have entered into an agreement whereby Business Associate will provide certain healthcare services to Covered Entity ("Services Agreement");

WHEREAS, pursuant to such Services Agreement, Business Associate may be considered a "business associate" of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA");

WHEREAS, Business Associate may have access to Protected Health Information and Electronic Protected Health Information (each as defined below) in fulfilling its responsibilities and obligations under such Services Agreement;

WHEREAS, HIPAA establishes certain obligations for a covered entity under regulations known as the Privacy Rules ("Privacy Rules") and the Security Rules ("Security Rules") when a business associate has access to Protected Health Information and Electronic Protected Health Information of the Covered Entity;

WHEREAS, Title XII of Division A and Title IV of Division B, called the "Health Information Technology for Economic and Clinical Health ("HITECH") of the American Recovery and Reinvestment Act of 2009" expand on the mandates of the Privacy Rules and the Security Rules (all references herein to the Privacy Rules and the Security Rules are deemed to include all amendments to such rule contained in HITECH and any accompanying regulations, and any other subsequently adopted amendments or regulations); and

WHEREAS, the Parties wish to enter into this Agreement in order to comply with HIPAA's Privacy Rules and Security Rules.

AGREEMENT

THEREFORE, in consideration of the Parties' continuing obligations under the Services Agreement, and compliance with HIPAA's Privacy Rules and Security Rules, and for 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 and Security Rules and to protect the interests of the Parties.

DEFINITIONS

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

The term "Protected Health Information" shall be referred to in this Agreement as "PHI" and 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 may be used to identify the individual. "Electronic Protected Health Information" shall be referred to in this Agreement as "E PHI" and means PHI that is transmitted by or maintained in electronic media.

Business Associate acknowledges and agrees that all PHI and E PHI that is created or received by Covered Entity and maintained, disclosed, transmitted or otherwise 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, received, maintained or transmitted by Business Associate on Covered Entity's behalf is the property of the Covered Entity and shall be subject to this Agreement.

PERMITTED USES OF PHI AND E PHI BY BUSINESS ASSOCIATE

Business Associate is only authorized to use or disclose PHI and E PHI as set forth in this Agreement. All other uses or disclosures of PHI and E PHI are prohibited. Business Associate agrees to use or disclose PHI or E PHI solely:

- (1) For fulfilling its obligations as set forth in the Services Agreement, or any other agreement evidencing the business relationship between the Covered Entity and the Business Associate, provided that such use or disclosure would not violate the Privacy Rule if done by the Covered Entity.
- (2) As required by applicable law, rule or regulation.
- (3) As otherwise expressly permitted under this Agreement or the Services Agreement.
- (4) 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; or
 - (b) Business Associate obtains reasonable written assurances from the person to whom the information is disclosed that (1) it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and (2) the person notifies Business Associate of any instances in which the confidentiality of the information has been breached.
- (5) 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 PHI or E PHI by Business Associate with the PHI or E PHI 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.
- (6) In a manner consistent with Covered Entity's minimum necessary policies and procedures. Business Associate will request, use and disclose (including to its workforce, contractors, subcontractors, or agents) the minimum PHI necessary to perform or fulfill its function or to comply with its duties under the Services Agreement.

Business Associate acknowledges and agrees that any use or disclosure of PHI by Business Associate not expressly permitted under the Services Agreement or this Agreement is prohibited.

DUTIES OF THE BUSINESS ASSOCIATE

The Business Associate represents and agrees to perform the following duties:

- (1) Not use or disclose PHI other than as permitted or required by this Agreement or as required by law.
- (2) Implement and enforce appropriate safeguards to detect and to prevent the use or disclosure of PHI and EPHI other than as permitted in this Agreement. This shall include, but not be limited to, taking reasonable steps to ensure that its employees' and agents' actions or omissions do not cause Business Associate to breach the terms of this Agreement. With specific regard to EPHI, Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the EPHI that it creates, receives, maintains or transmits on behalf of the Covered Entity. Business Associate shall de-identify all PHI and EPHI as directed by HIPAA prior to taking it off-site, to the extent Business Associate does not require such PHI and EPHI to perform its functions, activities or services on behalf of Covered Entity. Business Associate will comply, pursuant to HITECH and its implementing regulations, with all applicable requirements of the Security Rule contained in 45 CFR §§164.308, 164.310, 164.312 and 164.316 at such time as the requirements are applicable to Business Associate.
- (3) Ensure that its agents, including subcontractors, to whom it provides PHI and EPHI agree in writing to the same restrictions and conditions that apply to Business Associate under this Agreement and agree to implement reasonable and appropriate safeguards to protect such PHI and EPHI.
- (4) Allow the Secretary of Health and Human Services ("Secretary") and the Covered Entity the right to audit Business Associate's internal records and practices related to the use and disclosure of PHI and EPHI to ensure Covered Entity is in compliance with HIPAA. Business Associate shall fully cooperate with the Secretary in this audit..
- (5) Make PHI and EPHI available to the Covered Entity in response to an individual's request for access to PHI as required by 45 CFR § 164.524.
- (6) Make PHI and EPHI available required by 45 CFR § 164.526.
- (7) Document such disclosures of PHI and EPHI and information related to such disclosures as would be required to respond to a request by an individual for an accounting of disclosures of PHI under 45 CFR § 164.528 of HIPAA.
- (8)
 - (a) Advise Covered Entity if any use or disclosure of PHI or EPHI by Business Associate, its employees, agents or subcontractors did not comply with the terms of this Agreement.
 - (b) Report to Covered Entity any "Security Incident" of which it becomes aware, as such term is defined in the security regulations of the HIPAA Privacy and Security Rule. A Security Incident, as such term is defined in the HIPAA Privacy and Security Rules, shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.
 - (c) Following the discovery of a Breach of Unsecured PHI, as such terms are defined in the security regulations of the HIPAA Privacy and Security Rule, notify Covered Entity of such Breach in accordance with 45 CFR §164.410. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate. Business Associate will provide such notification to Covered Entity without unreasonable delay and in no event later than sixty (60) calendar days after the discovery of the Breach. Such notification will contain the elements required in 45 CFR §164.410.

- (d) The parties will work together to conduct a risk assessment and determine if there is a Breach requiring notification under 45 CFR § 164.404. If notification is required, the parties will cooperate in issuing any required notices and will comply with the notification requirements under 45 CFR § 164.410. Business Associate will notify Covered Entity prior to making any notification of breaches relating to Covered Entity's PHI.

These duties are in addition to any duties that Business Associate may have directly under HIPAA for breach notification.

- (9) Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of an improper or unauthorized use or disclosure of PHI or EPHI, provided that, Business Associate shall notify Covered Entity of its mitigation efforts.
- (10) To the extent Business Associate is to carry out one or more of the Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- (11) Make its policies, procedures, and documentation available to the Secretary of the U.S. Department of Health and Human Services, and, at Covered Entity's request, to the Covered Entity, for purposes of the Secretary determining compliance with the HIPAA Privacy and Security Rules.

Business Associate will not directly or indirectly receive remuneration in exchange for any PHI, subject to the exceptions contained in the HITECH Act, Business Associate will not engage in any communication which might be deemed to be "marketing" under the HITECH Act.

TERM AND TERMINATION

- (1) **Term.** The term of this Agreement shall be effective as of the Effective Date, and shall terminate upon the termination of the Services Agreement or on the date Covered Entity terminates this Agreement for cause as authorized in Subsection 2(b) below, whichever is sooner.
- (2) **Termination rights.** Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, notwithstanding anything in this Agreement or the Services Agreement to the contrary, Covered Entity shall have the right to either:
- (a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Services Agreement if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
- (b) Immediately terminate this Agreement and the Services Agreement.

RETURN OR DESTRUCTION OF PHI AND EPHI

Upon termination of this Agreement, the Services Agreement or upon request of Covered Entity, whichever occurs first, Business Associate will, destroy all PHI and EPHI received from or created by Business Associate on behalf of Covered Entity. Business Associate shall destroy all PHI and EPHI in any form and retain no copies.

If destruction of the PHI and EPHI is not feasible, then Business Associate shall:

- (1) Retain only that PHI and EPHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
- (2) Destroy the remaining PHI and EPHI that Business Associate still maintains in any form;
- (3) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to EPHI to prevent use or disclosure of the PHI, other than as provided for in this subsection, for as long as Business Associate retains the PHI;
- (4) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions which applied prior to termination; and

- (5) Destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

MISCELLANEOUS

- (1) Restriction of Rights. Except as expressly stated herein or in HIPAA, the Parties do not intend to create any rights in any third parties.
- (2) Survival. The obligations of Business Associate under this Agreement shall survive the expiration, termination or cancellation of this Agreement, the Services 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.
- (3) Entire Agreement; Amendment. This Agreement supersedes all agreements previously made between the parties relating to its subject matter, including but not limited to any previously executed business associate agreements. There are no other understandings or agreements between them. This Agreement may be amended or modified only in a writing signed by the Parties. Notwithstanding the foregoing, the Parties agree that this Agreement shall amend automatically to comply with any changes in the regulations and legislation governing HIPAA and to comply with any other relevant state or federal law, and shall incorporate all such changes without the need for a writing signed by the Parties.
- (4) Non-assignment. No party may assign its respective rights and obligations under this Agreement without the prior written consent of the other party.
- (5) Relationship. 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.
- (6) Waiver. 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.
- (7) Controlling Terms. The Parties agree that, in the event that any documentation of the agreement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of PHI and EPHI that are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. Otherwise, the terms of this Agreement shall control.
- (8) Minimum Standards. This Agreement is intended to establish the minimum requirements regarding Business Associate's use, protection and disclosure of PHI and EPHI.
- (9) Severability. 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 HIPAA, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address such concern in good faith and amend the terms of this Agreement if necessary to bring it into compliance with HIPAA. If, after such thirty (30) day period, the Agreement fails to comply with HIPAA, then either party has the right to terminate upon written notice to the other party.
- (10) Governing Law. To the extent not pre-empted by federal law, this Agreement will be governed by the laws of the State of Ohio.

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

EXHIBIT "D": GUARANTEE DETAILS

THE HEALTHSTAT GUARANTEE

Healthstat, Inc. guarantees a return on investment of 1:1 over the first eighteen (18) months of the Clinician clinics' operation at the Employer.

STEP 1: The calculation of ROI will be based on the following formula:

- Determine medical & RX claims per Clinic Participant per year (PEPY) effective on the date the clinic opened – excluding all claimants who had expenses paid in excess of \$75,000 by analyzing the actual cost the Health Care Plan paid over the most-recent 24-month period.
- Determine the anticipated health care trend over the first eighteen (18) months after the clinic opens the health care trend will be defined.
- Determine the actual medical & RX claims pepy over the 18-month period following the clinic opening date – excluding all claimants who had expenses paid in excess of \$75,000 over the most recent eighteen (18) month period.
- Analyze the difference between the actual PEPY(X) and the trended PEPY (Y) to determine the PEPY cost avoidance and then multiply the difference between actual claims paid and the anticipated trended claims by the number of Clinic Participants.

If the calculation in STEP 1 is not greater than or equal to the actual 18 month cost estimate then the ROI Guarantee has not been met and a portion of ADMINISTRATION fees paid to Healthstat will be returned.

STEP 2: The Fees at Risk

- **Up to 50% of actual ADMINISTRATION FEES are at risk.**
 - 90% or more of eligible Clinic Participants participate then the full 50% is at risk.
 - 80% of eligible Clinic Participants participating results in 75% of the full 50% of admin fees being at risk.
 - 70% of eligible Clinic Participants participating results in 50% of the full 50% of admin fees being at risk.
 - 69% or less of eligible Clinic Participants participating would result in ZERO fees being at risk.
- **This establishes the BASELINE amount of Fees at RISK. The amount of fees to be refunded is calculated based upon the savings relative to program cost.**
 - If the claims savings is 90% of the Program cost then 10% of the fees at risk will be returned.
 - If the claims savings is 80% of the Program cost then 20% of the fees at risk will be returned.
 - Etc....
 - If the claims savings is 0% of the Program cost (\$0) then 100% of the fees at risk will be returned.

STEP 3: The amount of return

- The ROI guarantees that the onsite clinic pays for itself after the first eighteen (18) months by way of claims trend being reduced by equal to or more than the actual program costs for Healthstat. If not, then up to 50% of administration fees (based on the scale in step 2)

paid to Healthstat is returned. One of three scenarios will occur (with examples for each below):

- a) Claims savings over the eighteen (18) month period meet or exceed the amount paid to Healthstat for the clinic (this is both the desired and typical scenario).
- b) The plan realizes some claims savings but not the full amount paid to Healthstat. In this case, the 1:1 ROI Guarantee kicks in and up to 50% of administration fees at risk are returned to Plan.
- c) The plan does not realize any claims savings. The full amount of the fees at risk- up to 50% of administration fees is returned.

EXAMPLE A:

Participation: 1096 Clinic Participants - 80% of all eligible

18-month Projected Claims: \$12,330,000 based on a \$7500 (PEPY)

18-month Actual Claims: \$10,686,000 based on a \$6500 (PEPY)

18-month Program Administration Fee amount: \$287,046.00 based on a Program Administration fee of \$15,947.00 per month

Total Program Administration Fees at Risk (up to 50%): \$143,523

18-month Total Program Cost for the Onsite Clinic: \$860,418.00 (Administration fees and Provider Cost)

Step 1: (18 month Projected Claims -18 month Actual Claims) = actual claims less than projected claims	Less Total Claim Savings	12,330,000 <u>- 10,686,000</u> 1,644,000
Step 2: 80% of Clinic Participants participated so 75% of the \$143,523 is at risk. This amounts to \$107,642 at risk	Total Fees at Risk Participation Rate % Amount at Risk	143,523 75% <u>107,642</u>
Step 3: The amount of claims dollars saved relative to projected claims was MORE than the amount spent on the first 18 months of program costs	Total Claim Savings Total Program Cost Percent Savings Over 100% Savings Multiple =	1,644,000 <u>+ 860,418</u> 191% 0%
The ROI was met and therefore no fees at risk or returned to Employer.	Amount at Risk Savings Multiple Guarantee Payment	107,642 <u>x 0%</u> 0

EXAMPLE B:

Participation: 1096 Clinic Participants - 80% of all eligible

18-month Projected Claims: \$12,330,000 based on a \$7500 (PEPY)

18-month Actual Claims: \$11,985,833 based on a \$7291 (PEPY)

18-month Program Administration Fee amount: \$287,046.00 based on a Program Administration fee of \$15,947.00 per month

Total Program Administration Fees at Risk (up to 50%): \$143,523

18-month Total Program Cost for the Onsite Clinic: \$860,418.00 (Administration fees and Provider Cost)

Step 1: (18 month Projected Claims -18 month Actual Claims) = actual claims less than projected claims	Less Total Claim Savings	12,330,000 <u>- 11,985,833</u> 344,167
Step 2: 80% of Clinic Participants participated so 75% of the \$143,523 is at risk. This amounts to \$107,642 at risk	Total Fees at Risk Participation Rate % Amount at Risk	143,523 75% <u>107,642</u>
Step 3: The amount of claims dollars saved relative to projected claims was less than the amount spent on the first 18 months of program costs. 80% of Clinic Participants participated so 60% of the 75% fees at risk (which is 50% of the total Administration Fees) are returned to Employer.	Total Claim Savings Total Program Cost Percent Savings Savings Multiple =	344,167 <u>+ 860,418</u> 40% 60%

The ROI was not met and therefore 60% of the fees at risk are refunded to Employer. This totals \$64,585.00	Amount at Risk Saving Multiple Guarantee Payment	107,642 × 60% 64,585
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EXAMPLE C:

Participation: 1096 Clinic Participants - 80% of all eligible

18-month Projected Claims: \$12,330,000 based on a \$7500 (PEPY)

18-month Actual Claims: \$12,330,000 based on a \$7500 (PEPY)

18-month Program Administration Fee amount: \$287,046.00 based on a Program Administration fee of \$15,947.00 per month

Total Program Administration Fees at Risk (up to 50%): \$143,523

18-month Total Program Cost for the Onsite Clinic: \$860,418.00 (Administration fees and Provider Cost)

Step 1: (18 month Projected Claims - 18 month Actual Claims) = actual claims less than projected claims	Less Total Claim Savings	12,330,000 - 12,330,000 0
Step 2: 80% of Clinic Participants participated so 75% of the \$143,523 is at risk. This amounts to \$107,642 at risk	Total Fees at Risk Participation Rate % Amount at Risk	143,523 75% 107,642
Step 3: The amount of claims dollars saved relative to projected claims was less than the amount spent on the first 18 months of program costs. 80% of Clinic Participants participated so the entire 75% of the fees at risk (which is 50% of the total Administration Fees) are returned to Employer.	Total Claim Savings Total Program Cost Percent Savings Savings Multiple =	0 + 860,418 0% 100%
The ROI was not met. \$0 saved over projected claims therefore Healthstat returned the fees at risk to Employer. This totals \$107,642.00	Amount at Risk Saving Multiple Guarantee Payment	107,642 × 100% 107,642

The following terms and conditions must be satisfied:

1. All levels of management (including managers and supervisors at the Onsite or Near Site Clinic location) will embrace and support wellness including usage of the Onsite or Near Site Clinic.
2. The amount of fees at risk will be based on the actual percentage participation of Clinic Participants eligible to take part in the health risk assessment and the health risk assessment participants' compliance with the clinic visitation frequency guidelines².
3. Employer will request and direct that all eligible Clinic Participants voluntarily attend at least one (1) introductory education session facilitated by a Healthstat associate detailing the program
4. Clinic Participant is not required to "clock-out" while using the Onsite Clinic. The City will not require employees to "clock out" or go unpaid to go to the Clinic; however, the City cannot allow all employees to go during their work hours. Some City employees will be using the Clinic after hours or on their off duty days.
5. Healthstat will present qualified clinician candidates, who meet the requirements of 1.1.1. of this Agreement for the purpose of providing input into Healthstat's selection decision. Healthstat will make the final decision with respect to whether to contract with Clinician candidates.
6. Employer and Healthstat have agreed to the methodology set forth in footnote 3 below used to measure the financial impact of the Onsite Clinic on medical and prescription drug claims, prior to the opening of the Onsite Clinic³.
7. Employer agrees to remove from the paid claims totals any outlier claim in excess of \$75,000 per claimant per year.
8. Employer agrees to provide Healthstat, Inc. detailed medical and prescription drug claims information and Clinic Participant's demographic data for at least the 24-month period prior to the Clinic's opening, and on a monthly basis after the opening of the Clinic.

¹The amount of fees at risk to be refunded to the Employer will be determined based on the actual return on investment results calculated at the end of the first eighteen (18) months of clinic operation. The Onsite Clinic location return on investment will be calculated on a stand-alone basis based on the following schedule:

Return on Investment Results	Percentage of Fees at Risk to be Refunded
1.0 or greater : 1	0%
0.9 : 1	10%
0.8 : 1	20%
0.7 : 1	30%
0.6 : 1	40%
0.5 : 1	50%
0.4 : 1	60%
0.3 : 1	70%
0.2 : 1	80%
0.1 : 1	90%
0.0 : 1	100 %

² The amount of the fees at risk will vary based on the actual level of participation of the eligible Clinic Participants. Participation is defined as the Clinic Participant's having a Health Risk Assessment and compliance with the schedule of visits in a six (6) month period, as recommended and determined by the Clinician based on the Clinic Participant's risk profile ("Participation Level"). The following table applies:

Eligible Clinic Participant Participation Level	Percentage of Total Cost Paid for the Onsite Clinic at Risk
90%	100%
80%	75%
70%	50%
69% or less	0%

Risk Factor/Panic Value	Frequency of Visits
Any Panic Value	Once every 90 days
4 to 8 Risk Factors	Once every 90 days
1 to 3 Risk Factors	Once every 180 days
0 Risk Factors	Once every 360 days

³ The calculation will be based on the following formula:

1. Determine medical & RX claims per Clinic Participant per year (pepy) effective on the date the clinic opened – excluding all claimants who had expenses paid in excess of \$75,000 by analyzing the actual cost the Health Care Plan paid over the most-recent 24-month period.
2. Determine the anticipated health care trend over the first 18 months after the clinic opens (for Employer's with less than 2,000 participants, health care trend is defined by the Employer's health insurance carrier or third party administrator).
3. Determine the actual medical & RX claims pepy over the 18-month period following the clinic opening date – excluding all claimants who had expenses paid in excess of \$75,000 over the most recent 18 month period.
4. Analyze the difference between the actual pepy and the trended pepy to determine the pepy cost avoidance.
5. Multiply the difference between actual claims paid and the anticipated trended claims by the number of clinic participants (see definition of Participant in #2 above).

6. Compare the cost avoidance to the actual amount paid for the Onsite Clinic Program to determine the ROI.

EXHIBIT "E":
Electronic Data Sharing

Following are the elements the employer is required to provide to Healthstat as described in this Agreement.

Demographic Data File Requirements

Below are the general guidelines for creating two separate files for all eligible employees and for all eligible dependents in the program.

1. Create a tab-delimited text file or an Excel workbook file with the fields in the indicated order. Please use the column header names exactly as specified.
2. Populate all required fields, even if the value is the same for all records – e.g. "CompanyName," "PlantName," or "PlantLocation."
3. For optional fields that will not be populated, include the empty column(s) with the column header(s).
4. Please format data fields as indicated, using only alphanumeric characters, numbers, or numbers plus the special characters listed in the Field Format specified. For example, do not use parentheses in the "Hphone" and "Wphone" columns. Do not use hyphens in the "DOB," "HireDate," and "TermDate" columns.
5. Send complete files monthly through your secured email site or Ftp/SFTP connection. Healthstat would be happy to set you up an account on our SFTP server. If this is your preference please send an email request to data@Healthstatinc.com.

File naming conventions and field definitions follow.

1. Employee File:

Description	Comment	Requirement	Field Format
CompanyName	CompanyName	Required	Alphanumeric Max Size: 50 characters
LastName	Employee LastName	Required	Alpha Characters, do not include suffix Max Size: 50 characters
FirstName	Employee FirstName	Required	Alpha Characters Max Size: 50 characters
MiddleName	Employee Middle Name or Initial	Optional	Alpha Characters Max Size: 50 characters
Suffix	Employee Name Suffix	Optional	Alphanumeric Max Size: 10 characters (ex: Jr, Sr, II, III, 2nd)
SSN	Employee Social Security Number	Required	Alphanumeric (numbers and hyphens only) Max Size: 15 characters (ex: 123-45-6789)
DOB	Employee Date of Birth	Required	Alphanumeric (numbers and slashes only) Max Size: 10 Characters (mm/dd/yyyy ex: 01/21/1956)
Gender	Employee Gender	Required	M or F Max Size: 1 character
PositionStatus	Current Employee Status	Required	Alpha from list: Active, Cobra, Layoff, Leave, NoClinic, Other, Retired, Temporary, Terminated Only Max Size: 15 characters
Address1	Employee Home Address Line 1	Required	Alphanumeric Max Size: 50 characters
Address2	Employee Home Address Line 2	Optional	Alphanumeric Max Size: 50 characters

Description	Comment	Requirement	Field Format
City	Employee City	Required	Alphanumeric Max Size: 50 characters
State	Employee State	Required	Alphanumeric Max Size: 2 characters
Zip	Employee Zip Code	Required	Alphanumeric (numbers and hyphen only, 5 or 9 digit zip codes) Max Size: 10 characters (ex: 12345 or 12345-6789)
Hphone	Employee Home Telephone Number	Required	Alphanumeric (numbers, '-', 'x' if extension) Max Size: 50 characters (ex: 123-456-7890 x1234)
Wphone	Employee Work Telephone Number	Optional	Alphanumeric (numbers, '-', 'x' if extension) Max Size: 50 characters (ex: 123-456-7890 x1234)
PlantName	Plant Number or Name of Employee's Work Location	Required	Alphanumeric Max Size: 50 characters
PlantLocation	City of Employee's Plant/Work Location	Required	Alphanumeric Max Size: 50 characters
HireDate	Employee Date of Hire	Required	Alphanumeric (numbers & slashes only) Max Size: 10 Characters (mm/dd/yyyy ex: 01/21/1956)
TermDate	Date of Employee Termination	Required (if Position Status = Terminated)	Alphanumeric (numbers & slashes only) Max Size: 10 Characters (mm/dd/yyyy ex: 01/21/1956)
CustomerMemberID	Employee's unique insurance identifier # if other than SSN #	Optional* (*if = SSN)	Alphanumeric Max Size: 15 characters
CustomerEmployeeID	Employee's unique identifier # within the company	Optional	Alphanumeric Max Size: 15 characters

InsPlanElectionCode	Insurance Plan Election	Optional	Alphanumeric Max Size: 10
HomeWorker	Remote Employee Indicator	Optional	Alpha Y or N Max Size: 1
Wellness	Enrolled in Wellness Program	Optional	Alphanumeric Max size: 25

II. Dependent File:

Description	Comment	Requirement	Field Format
CompanyName	Company Name	Required	Alphanumeric Max Size: 50 characters
LastName	Dependent Last Name	Required	Alpha Characters, do not include suffix Max Size: 50 characters
FirstName	Dependent First Name	Required	Alpha Characters Max Size: 50 characters
MiddleName	Dependent Middle Name or Initial	Optional	Alpha Characters Max Size: 50 characters
Suffix	Dependent Name Suffix	Optional	Alphanumeric Max Size: 10 characters (ex: Jr, Sr, II, III, 2nd)

Description	Comment	Requirement	Field Format
SSN	Dependent Social Security Number	Required	Alphanumeric (numbers and hyphens only) Max Size: 15 characters (ex: 123-45-6789)
DOB	Dependent Date of Birth	Required	Alphanumeric (numbers and slashes only) Max Size: 10 Characters (mm/dd/yyyy, ex: 01/21/1956)
Gender	Dependent Gender	Required	M or F Max Size: 1 character
RelationCode	Relationship To Employee	Required	Alphanumeric Max Size: 10 characters (Spouse, Child, or Other)
RespPartySSN	Employee's Social Security Number	Required	Alphanumeric (numbers and hyphens only) Max Size: 15 characters (ex: 123-45-6789)
RespPartyEmployeeID	Employee's unique EmployeeID	Optional (unless EmployeeID is key identifier)	Alphanumeric Max Size: 15 characters
RespPartyMemberID	Employee's unique MemberID	Optional (unless MemberID is key identifier)	Alphanumeric Max Size: 15 characters
Address1	Dependent Home Address Line 1	Optional if same as employee	Alphanumeric Max Size: 50 characters
Address2	Dependent Home Address Line 2	Optional	Alphanumeric Max Size: 50 characters
City	Dependent City	Optional if same as employee	Alphanumeric Max Size: 50 characters
State	Dependent State	Optional if same as employee	Alphanumeric Max Size: 2 characters
Zip	Dependent Zip Code	Optional if same as employee	Alphanumeric (numbers and hyphen only, 5 or 9 digit zip codes) Max Size: 10 characters (ex: 12345 or 12345-6789)
Hphone	Dependent Home Telephone Number	Optional if same as employee	Alphanumeric (numbers, '-', 'x' if extension) Max Size: 50 characters (ex: 123-456-7890 x1234)
Wphone	Dependent Work Telephone Number	Optional	Alphanumeric (numbers, '-', 'x' if extension) Max Size: 50 characters (ex: 123-456-7890 x1234)
CustomerMemberID	Dependent's unique insurance identifier # if other than SSN #	Optional* (*if = SSN)	Alphanumeric Max Size: 15 characters

Claims Data File Required Elements

Claims data files should be fixed-length text files. Headers are not allowed. If delimited files are used instead, a column header record is required. Please send documentation of your file layout and any definitions/descriptions/formulas. Data should be in HIPAA-compliant format wherever possible.

I. Medical and Pharmacy Claims File:

Healthstat Medical Claims Fields Requested

Please include your file layout and any definitions/descriptions.
Data should be in HIPAA-compliant format wherever possible.

Description	Comment	Requirement
Group Number		Required
Subgroup Number		Optional
Claim Number		Required
Service Sequence number	Line number for claim lines that belong to the same claim number	Required
Paid Date	MM/DD/YYYY - Critical	Required
Beginning Date of Service	Admit Date MM/DD/YYYY	Required
Ending Date of Service	Discharge Date MM/DD/YYYY	Required
Process Date	MM/DD/YYYY	Optional
Claim Begin Date	MM/DD/YYYY	Optional
Claim End Date	MM/DD/YYYY	Optional
Patient's SSN	Other term for Patient is Claimant	Required
Patient's Last Name		Required
Patient's First Name		Required
Patient's Middle Name		Optional
Patient's Gender		Required
Patient's Date of Birth	MM/DD/YYYY	Required
Patient's City		Optional
Patient's State		Optional
Patient's Zip Code		Optional
Patient Relationship to Policy Holder	Employee, Spouse, or Dependent	Required
Dependent Suffix	Code to identify uniquely each member on the policy. Sometimes called Dependent Number or Person Code. A typical code would be "01" for the policy holder, "02" for the spouse, and "03" and higher for children.	Required
Policy Holder Number	This must be the identifier included in the Healthstat demographic file for matching claims data to the policy holder. This ID may be the SSN, but it may be the insurance carrier's internal member ID or the company's employee ID. Other terms for Policy Holder are Subscriber, Insured, and Employee.	Required
Policy Holder's SSN	Required in addition to Policy Holder Number	Required
Policy Holder's Last Name		Required
Policy Holder's First Name		Required
Policy Holder's Gender		Required
Policy Holder's Date of Birth	MM/DD/YYYY	Required
Policy Holder's Zip Code		Optional
In/Out Flag	I-Inpatient; O-Outpatient; P-Professional (physician-related)	Optional
Place of Service Code	*Please provide a separate list of place of service codes and descriptions if description is not included in file.	Required*

Ordering Physician	DEA number of prescribing physician	Optional
Drug Quantity		Required
Generic Indicator		Required
Days Supply		Required

II. Medical Claims File Only:

Healthstat Medical Claims Fields Requested
Please include your file layout and any definitions/descriptions.
Data should be in HIPAA-compliant format wherever possible.

Description	Comment	Requirement
Group Number		Required
Subgroup Number		Optional
Claim Number		Required
Service Sequence number	Line number for claim lines that belong to the same claim number	Required
Paid Date	MM/DD/YYYY - Critical	Required
Beginning Date of Service	Admit Date MM/DD/YYYY	Required
Ending Date of Service	Discharge Date MM/DD/YYYY	Required
Process Date	MM/DD/YYYY	Optional
Claim Begin Date	MM/DD/YYYY	Optional
Claim End Date	MM/DD/YYYY	Optional
Patient's SSN	Other term for Patient is Claimant	Required
Patient's Last Name		Required
Patient's First Name		Required
Patient's Middle Name		Optional
Patient's Gender		Required
Patient's Date of Birth	MM/DD/YYYY	Required
Patient's City		Optional
Patient's State		Optional
Patient's Zip Code		Optional
Patient Relationship to Policy Holder	Employee, Spouse, or Dependent	Required
Dependent Suffix	Code to identify uniquely each member on the policy. Sometimes called Dependent Number or Person Code. A typical code would be "01" for the policy holder, "02" for the spouse, and "03" and higher for children.	Required
Policy Holder Number	This must be the identifier included in the Healthstat demographic file for matching claims data to the policy holder. This ID may be the SSN, but it may be the insurance carrier's internal member ID or the company's employee ID. Other terms for Policy Holder are Subscriber, Insured, and Employee.	Required
Policy Holder's SSN	Required in addition to Policy Holder Number	Required
Policy Holder's Last Name		Required
Policy Holder's First Name		Required
Policy Holder's Gender		Required
Policy Holder's Date of Birth	MM/DD/YYYY	Required
Policy Holder's Zip Code		Optional
In/Out Flag	I-Inpatient; O-Outpatient; P-Professional (physician-related)	Optional

Place of Service Code	*Please provide a separate list of place of service codes and descriptions if description is not included in file.	Required*
Service Type Code	*Please provide a separate list of service type codes and descriptions if description is not included in file. These are high-level descriptions of the service such as HEMODIALYSIS, SURGERY, MATERNITY, ANESTHESIA, X-RAY (DIAGNOSTIC), AND MEDICAL CARE (INPATIENT & OUTPATIENT). Details are provided in the CPT4 procedure codes.	Optional
Procedure Code	CPT4 Procedure Code	Required
Procedure Modifier	Standard CPT4 Modifier	Optional
UB92 Revenue Code	UB92 FL42	Optional
Primary Diagnosis Code	ICD9 Diagnosis Codes	Required
Secondary Diagnosis Code		Optional
Tertiary Diagnosis Code		Optional
Quaternary Diagnosis Code		Optional
DRG (Diagnosis Related Group)		Optional
ICD9 Procedure Code	Standard ICD9 Procedure Code (different from CPT4 Codes)	Optional
UB92 Bill Type	UB92 FL4 (e.g. 111, 121, 131)	Optional
Amount Requested	Amount Requested by the pharmacy	Optional
Amount Allowed	Amount Allowed under the plan	Required
Paid Amount	Amount paid by the plan	Required
Claim Type	Drug, Dental, Vision, or Medical	Required
Provider Number (Rendering Provider)	The unique number used by the carrier to identify each provider. This may be an internal identifier or a national identifier. At least one of the following four national IDs is also required. If it is not included in this file, then a cross-reference file must also be provided.	Required
Provider NPI	NPI number for provider	Required*
Provider UPIN	Unique Physician Identification Number	Required*
Provider DEA Number		Required*
Provider Tax ID Number		Required*
Provider Type	These are high-level descriptions of the specialty such as OPTOMETRIST, DENTAL GROUP, MD, PHYSICAL THERAPIST, HOSPICE NURSE, and URGENT CARE/CLINIC/GROUP.	Optional
Provider Specialty Code	*Please provide a separate list of provider specialty codes and descriptions if description is not included in file.	Required
Provider First Name	* Please send if available	Optional*
Provider Last Name	* Please send if available	Optional*
Provider Suffix		Optional
Provider Address 1		Optional
Provider Address 2		Optional
Provider City		Optional
Provider State		Optional
Provider Zip Code		Optional

III. Pharmacy Claims File Only:

Healthstat Rx Claims Fields Requested		
Please include your file layout and any definitions/descriptions. Data should be in HIPAA-compliant format wherever possible.		
Description	Comment	Requirement
Group Number		Required
Subgroup Number		Optional
Rx Claim Number		Required
Prescription Sequence	Line number for claim lines that belong to the same claim number, required if used	Required
Paid Date	MM/DD/YYYY - Critical	Required
Date of service / Date Prescription Filled	MM/DD/YYYY	Required
Process Date	MM/DD/YYYY	Optional
Patient's SSN		Required
Patient's Last Name		Required
Patient's First Name		Required
Patient's Middle Name		Optional
Patient's Gender		Required
Patient's Date of Birth	MM/DD/YYYY	Required
Patient's City		Optional
Patient's State		Optional
Patient's Zip Code		Optional
Patient Relationship to Policy Holder	Employee, Spouse, or Dependent	Required
Dependent Suffix	Code to identify uniquely each member on the policy. Sometimes called Dependent Number or Person Code. A typical code would be "01" for the policy holder, "02" for the spouse, and "03" and higher for children.	Required
Policy Holder Number	This must be the identifier included in the Healthstat demographic file for matching claims data to the policy holder. This ID may be the SSN, but it may be the insurance carrier's internal member ID or the company's employee ID. Other terms for Policy Holder are Subscriber, Insured, Employee.	Required
Policy Holder's SSN	Required in addition to Policy Holder Number	Required
Policy Holder's Last Name		Required
Policy Holder's First Name		Required
Policy Holder's Gender		Required
Policy Holder's Date of Birth	MM/DD/YYYY	Required
Policy Holder's Zip Code		Optional
Pharmacy Number		Optional
National Drug Code	NDC	Required
Drug Name		Required
Ordering Physician	DEA number of prescribing physician	Optional
Drug Quantity		Required
Generic Indicator		Required
Days Supply		Required
Amount Requested	Amount requested by the pharmacy	Optional
Amount Allowed	Amount allowed under the plan	Required
Paid Amount	Amount paid by the plan	Required
Primary Diagnosis Code	ICD9 Diagnosis Codes	Optional

*Claims data cannot be processed unless the demographic data files and any claims files contain *the same* unique identifier for each covered member, including dependents.

When Healthstat submits claims for reporting purposes:

In the event the Claims Payor for Employer (TPA or Insurance Carrier) does not use the same unique identifier as Employer to identify each plan member, the Claims Payor must provide a cross reference file which connects each plan member on the Employer demographic file. This may be at an additional cost to Employer.

EXHIBIT "F": Premises

Client Check List Room Specs & Supplies for the Healthstat Clinic

I. Room Specifications:

- Private Room with Lock (windows must be covered), preferably with access through a non-production facility
- Sound and vibration proofing
- 10' x 10' minimum
- Electrical Outlets
- Heated/air conditioned
- Sink, or in very close proximity
- Restrooms in very close proximity
- Telephone
- Single Clinician Clinic requires internet access that can be provided by the Employer.
- Multiple Clinician Clinic/Multiple Exam Rooms requires Business Class DSL or Cable that does not run through Employer's network.

II. Clinic Supplies

- Examination table
- Cabinet (preferably with doors for Medical Supplies)
- Table for Blood Drawing Station & Supplies
- Phlebotomy (Blood Drawing) Chair
- Mini-Refrigerator with freezer
- 2nd Mini-Refrigerator without freezer
- Desk
- Rolling Chair for Clinician
- Chair for counseling employee
- Locking File Cabinet
- Secure Shredder dedicated to the clinic
- Secure Fax/Printer/Scanner Machine (preferably in the clinic or a secure area that is HIPAA compliant)
- 3-in-1 printer as specified by Healthstat
- Phone list w/ extensions
- Access to a copy machine
- Paper towels
- Anti-bacterial Soap for Clinician

Exhibit "G"

Business Requirements

Specimen

****This is a specimen and the provisions are only an example of the detail obtained - It is not meant to be complete at this time. The information will be collected during the implementation process and acknowledged by both parties. This document will be modified and executed as an addenda to the Agreement.***



Scope and Business Requirements Document

[Client Name] Clinic Implementation

[Date]

Version 0.1

Document Information

Document Attributes	Information
Owner	
Author(s)	
Contributor(s)	[Implementation Manager], [Project Manager], [Client Name], [Broker Name]

Revision History

Version	Date	Author	Changes
.1			First Draft
.2			Second Draft
.3			Third Draft
1.0			Final

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1. Overview

To implement an onsite clinic, perform Health Risk Assessments, and provide systems/technology necessary to operate the onsite clinic for [Client Name] in [Location(s)] on or around [Date].

1.1. Background

[Client Name] signed a Health Risk Management Agreement (or Letter of Intent) with Healthstat, Inc. on [Date]. A client implementation meeting was held on [Date] with [Client Name], [Implementation manager], and [Project Manager] to define the details of the clinic opening

1.2. Objectives

1.2.1.A smooth implementation of the clinic with expectations clearly defined and signed off in this Scope and Business Requirements document.

1.2.2.Open clinic(s) within [120] days of signed contract

1.2.3.Provide project plan with key milestones and activities to support the clinic implementation

1.3. Related Projects & Dependencies

1.3.1.Provide any other projects that relate to this project and any dependencies to complete the project (Example: Third party interface to transfer/accept data, clinic construction)

1.4. Stakeholders

Acronym	Description	Role
*	Authorize	Has ultimate signing authority for any changes to the document
R	Responsible	Responsible for creating this document
A	Accountable	Accountable for accuracy of this document (e.g. project manager)
S	Supports	Provides supporting services in the production of this document
C	Consulted	Provides input
I	Informed	Must be informed of any changes

Name	Position	*	R	A	S	C	I
Name 1	Project Manager		X	X		X	X
Name 2	Implementation Manager				X	X	X
Warren Hutton	COO	X					X
Name 4	Client Contact	X				X	X
Name 5	Broker					X	X

1.5. Proposed Approach

- 1.5.1. Define requirements/Setup weekly status calls
- 1.5.2. Recruit clinic staff
- 1.5.3. Educate employees about on site clinic and Health Risk Assessments (HRA)
- 1.5.4. Perform Health Risk Assessments
- 1.5.5. Setup Electronic Medical Record (EMR) and Patient Portal
- 1.5.6. Order/Provide Supplies for clinic
- 1.5.7. Train staff and Setup clinic
- 1.5.8. Soft opening / Shadow clinician
- 1.5.9. Grand opening
- 1.5.10. Setup and train on Dispensary

1.6. Glossary

Term	Description
HS	Healthstat
EMR	Electronic Medical Record
HRA	Health Risk Assessment
NP	Nurse Practitioner
MOA	Medical Office Assistant

2. Product/Solution Scope

2.1. In Scope

- 2.1.1. Healthstat will staff and operate the [Name of Clinic] per the Health Risk Management Agreement.
- 2.1.2. Healthstat shall provide the [Name of Clinic] staff with access and training for the Electronic Medical Record (EMR) and Patient Portal.
- 2.1.3. Healthstat shall provide standard reporting package to include Business Intelligence Dashboard (BID) and predictive modeling.
- 2.1.4. Healthstat shall provide a Health Risk Assessment event (including biometrics) for eligible employees using Healthstat Health and Wellness Questionnaire (HaWQ).
- 2.1.5. Healthstat shall provide medical supplies to include bio-waste and laboratory (billable to client).
- 2.1.6. Healthstat shall provide licenses or waivers for staff and/or clinic.

2.2. Out of Scope

2.2.1. Enter any tasks that are standard to Healthstat, but won't be done for specific client.

2.3. Assumptions & Constraints (dependencies, limits to project)

ID	Description
1	Clinic hours will be flexible based on availability of clinic staff
2	

2.4. Risk Management

Risk	Impact [L/M/H]	Probability [L/M/H]
Opening date may not be met if provider(s) is not hired 30 days prior to opening.	M	L
Opening date may not be met if facility is not completely finished, ready for occupancy, and internet connectivity established two weeks prior to opening	M	L
Opening date may not be met if Demographic and Claims file are not received three weeks prior to opening.	M	L

3. Business Services and Processes

3.1. Business Requirements (what needs to be created)

3.1.1. General Requirements

3.1.1.1. Eligibility

- 3.1.1.1.1. Available to employees, retirees, spouses, and children ([Age]+) enrolled in the medical plan.
- 3.1.1.1.2. Employees will be able to utilize clinic while "on the clock"
- 3.1.1.1.3. Ineligible individuals will not be allowed to use the clinic.

3.1.1.2. Staffing Model

- 3.1.1.2.1. Physician – quantity and hours per week
- 3.1.1.2.2. Nurse Practitioner – quantity and hours per week
- 3.1.1.2.3. Medical Office Assistants – quantity and hours per week
- 3.1.1.2.4. Office Manager – quantity and hours per week
- 3.1.1.2.5. Receptionist – quantity and hours per week

3.1.2. Hours of Operation/Holiday Schedule

3.1.2.1. Hours of Operation

3.1.2.1.1. Monday enter hours

3.1.2.1.2. Tuesday enter hours

3.1.2.1.3. Wednesday enter hours

3.1.2.1.4. Thursday enter hours

3.1.2.1.5. Friday enter hours

3.1.2.1.6. Saturday enter hours

3.1.2.1.7. Sunday enter hours

3.1.2.1.8. Healthstat shall block thirty minutes of administrative time during clinic hours for every four hours of diagnosing and treating hours a provider works in a shift

3.1.2.2. Clinic Closures

3.1.2.2.1. Holidays

3.1.2.2.1.1. New Year's Day

3.1.2.2.1.2. Good Friday

3.1.2.2.1.3. Memorial Day

3.1.2.2.1.4. Independence Day

3.1.2.2.1.5. Labor Day

3.1.2.2.1.6. Thanksgiving Day

3.1.2.2.1.7. Christmas Day

3.1.2.2.1.8. Other holidays as requested by [Client Name]

3.1.2.2.2. Clinic may be closed for the following occasions per the Health Risk Management Agreement. Healthstat will provide advance notification to [Client Name] of scheduled closures.

3.1.2.2.2.1. Vacation – two (2) weeks

3.1.2.2.2.2. Education – one (1) week

3.1.3.Clinic Name

3.1.3.1. The clinic name shall be “[Name of Clinic]”

3.1.4.General Front Office Requirements

3.1.4.1. Scheduling

3.1.4.1.1. Healthstat shall provide a toll free scheduling number to call for appointments on Monday to Thursday 7:00 a.m. – 8:00 p.m., Friday from 7:00 a.m. – 5:00 p.m., and Saturday from 9:00 a.m. – 1:00 p.m. EST

3.1.4.1.2. The [Name of Clinic] staff can take phone calls during the hours of operation to schedule appointments

3.1.4.1.3. Clinic participants shall have access to the Patient Portal to schedule an appointment online

3.1.4.2. Walk-In’s

3.1.4.2.1. Walk-in’s will be allowed in the clinic, however appointments shall be encouraged by [Client Name] and Healthstat to reduce wait time.

3.1.4.2.2. If a walk-in occurs at the end of a shift, the provider will see the patient if at all possible. By doing so, it may result in overtime being billed by Healthstat for the staff’s time. Most providers try to adjust working hours to avoid overtime whenever possible.

3.1.4.3. Office Supplies

3.1.4.3.1. [Client Name] shall provide office furniture and supplies for the clinic outlined on the Client Checklist provided by the Implementation Manager

3.1.4.3.1.1. Any furniture that is purchased and requires assembly must be completed by [Client Name] prior to the start of training

3.1.4.3.2. [Client Name] shall provide a process for clinic staff to reorder office supplies as needed

3.1.5.General Clinical Requirements

3.1.5.1. Clinic Supplies

3.1.5.1.1. Healthstat shall setup an account for [Client Name] with Healthstat’s preferred vendor

3.1.5.1.2. Healthstat shall order our standard initial clinic supplies from our supplier and bill to [Client Name]

3.1.5.1.3. Recurring clinic supply order will be done by [clinic staff member] and Healthstat will bill [Client Name] on monthly invoices

3.1.5.1.4. Any order over \$XXX.XX must have approval from [Client contact name] with [Client Name].

3.1.5.2. Attire

3.1.5.2.1. Clinic staff shall be required to wear the following during clinic hours

3.1.5.2.1.1. Physician – business casual (no jeans) with coat

3.1.5.2.1.2. Nurse Practitioner –scrubs or business casual (no jeans) with coat

3.1.5.2.1.3. Medical Office Assistants –scrubs

3.1.5.2.1.4. Receptionist –scrubs

3.1.5.2.1.5. Office Manager – business casual (no jeans)

3.1.5.2.1.6. Client shall be responsible for reimbursing the clinic staff for scrubs if requiring to wear a certain brand or color(s)

3.1.5.2.1.6.1. # of Scrubs per year at \$XX per set

3.1.5.2.1.6.2. Client shall be responsible for providing any specific uniform that will be required or branded

3.1.5.3. Laboratory

3.1.5.3.1. Healthstat shall use Quest Laboratory for all testing ordered by clinician(s).

3.1.5.3.2. Healthstat will send a monthly invoice with itemized list of labs run to [Client Name] for the previous month.

3.1.5.3.3. Quest Laboratory shall provide lab supplies for the clinic

3.1.5.4. Dispensary

3.1.5.4.1. Healthstat shall use AS Medications to dispense prepackaged pharmaceuticals

3.1.5.4.2. Healthstat shall use the approved formulary determined by [Client Name]

3.1.5.4.3. Healthstat will send a monthly invoice with an itemized list to [Client Name] for all prepackaged pharmaceuticals restocked

3.1.5.5. Medical Waste Management

3.1.5.5.1. Healthstat shall setup an account for [Client Name] with Stericycle for mail-in or pick up service

3.1.5.5.2. Healthstat shall pay for the service bill [Client Name]

3.1.5.6. Health Risk Assessment

3.1.5.6.1. Healthstat shall perform a mass Health Risk Assessment event for eligible participants prior to clinic opening

3.1.5.6.1.1. Healthstat shall provide the following for the event

3.1.5.6.1.1.1. Personnel to perform assessment

3.1.5.6.1.1.2. Health and Wellness Questionnaire (HaWQ)

3.1.5.6.1.1.3. Medical equipment and supplies needed

3.1.5.6.1.1.4. Privacy screens

3.1.5.6.1.1.5. Assessment team

3.1.5.6.1.2. [Client Name] shall provide the following for the event

3.1.5.6.1.2.1. Location and space

3.1.5.6.1.2.2. Tables and chairs

3.1.5.6.1.2.3. Garbage cans

3.1.5.6.1.2.4. Accessible outlets

3.1.5.6.1.2.5. Snacks and beverages for participants when assessment is completed

3.1.5.6.2. Healthstat shall accept outside blood work from a participant that is up to 90 days old

3.1.5.6.3. Healthstat shall perform new employee or participant HRA's in the clinic during normal operating hours

3.1.5.7. Clinic Encounter Data/Co-Pays

3.1.5.7.1. Healthstat will submit clinical encounter data with zero dollar claims to [Insurance carrier] monthly via Emdeon

3.1.5.7.2. Healthstat will work with [Insurance carrier] to credential providers and setup customer specific networks if required

3.1.5.7.3. Visit Fee will be collected for patients on an HDHP/HSA for non-preventive visits only if annual out of pocket is not met.

3.1.5.7.3.1. Clinic staff members will determine employee/patient out of pocket status at appointment via Emdeon if [Insurance carrier] submits data to them. Otherwise [Insurance carrier] will need to provide method to verify status

3.1.5.7.3.2. In the unlikely event patient deductibles are met for the year and the clinic cannot verify, the [Insurance carrier] shall reimburse patient

3.1.5.7.4. Healthstat shall collect visit fees by credit card and will provide a credit to [Client Name] on their monthly invoice

3.1.5.7.5. Healthstat shall setup the following medical plans that will be accepted in the clinic.

3.1.5.7.5.1. Plan name 1

3.1.5.7.5.1.1. Payor

3.1.5.7.5.1.2. Visit Fee: \$XX for preventive; \$XX for non-preventive

3.1.5.7.5.1.3. Deductible

3.1.5.7.5.1.4. Out of Pocket

3.1.5.7.5.2. Plan name 2

3.1.5.7.5.2.1. Payor

3.1.5.7.5.2.2. Visit Fee: \$XX for preventive; \$XX for non-preventive

3.1.5.7.5.2.3. Deductible

3.1.5.7.5.2.4. Out of Pocket

3.1.5.7.5.3. Plan name 3

3.1.5.7.5.3.1. Payor

3.1.5.7.5.3.2. Visit Fee: \$XX for preventive; \$XX for non-preventive

3.1.5.7.5.3.3. Deductible

3.1.5.7.5.3.4. Out of Pocket

3.1.5.7.6. Employee/Patient is responsible for managing balances and/or reimbursements with health plan. Clinic will not provide refunds if deductible is met and/or charged in error.

3.1.5.8. Systems

3.1.5.8.1. [Client Name] shall provide a monthly demographic file to Healthstat via secured FTP site or email with password protected file.

3.1.5.8.1.1. The demographic file shall be in the format provided in Exhibit E of the Health Risk Management Agreement

3.1.5.8.2. Claims Data

3.1.5.8.2.1. [Insurance carrier] shall provide Healthstat with a 24 rolling months Historical Claims Data prior to clinic opening.

3.1.5.8.2.2. [Insurance carrier] shall provide Healthstat an ongoing claims data file by the 20th of each month.

- 3.1.5.8.2.3. [Pharmacy insurance carrier] (If different from insurance) shall provide Healthstat with a 24 rolling months Historical Claims Data prior to clinic opening.
- 3.1.5.8.2.4. [Pharmacy insurance carrier] (If different from insurance) shall provide Healthstat with an ongoing claims file by the 20th of each month.
- 3.1.5.8.3. [Insurance carrier] shall provide Healthstat a cross reference file to match patient Customer Member ID number to Social Security Number every month via FTP site or email with password protected file. (If client cannot provide in demographic file)
- 3.1.5.8.4. Healthstat shall provide a certified Electronic Medical Record system (EClinicalWorks)
- 3.1.5.8.5. Healthstat shall provide the Patient Portal and MyHS wellness portal for clinic participants
- 3.1.5.8.6. Healthstat shall provide MD Scripts for dispensing medications
- 3.1.5.8.7. Healthstat shall setup client predictive modeling and reporting, if claims data is provided by insurance carrier
- 3.1.5.8.8. Healthstat shall provide clinic staff laptops and email addresses
- 3.1.5.8.9. Healthstat shall provide e-Prescribe for the clinician(s)

3.1.5.9. Reporting

- 3.1.5.9.1. Healthstat shall provide the standard employer reporting to include the following
 - 3.1.5.9.1.1. Healthy Life Profile letters shall be sent to each participant after health assessment
 - 3.1.5.9.1.2. Aggregate health risk report after mass health assessment
 - 3.1.5.9.1.3. Monthly clinic utilization report
 - 3.1.5.9.1.4. Quarterly utilization and activity report
 - 3.1.5.9.1.5. Quarterly claims impact report after clinic has been operational for six full months
 - 3.1.5.9.1.6. Quarterly non-compliance report after HRA's have been completed and clinic has been operational for two consecutive quarters
 - 3.1.5.9.1.7. Predictive modeling quarterly client profile report after clinic has been operational for six full months, if claims data is provided by insurance carrier

3.1.5.9.1.8. Predictive modeling monthly patient profile report to clinicians after clinic has been operational for six full months, if claims data is provided by insurance carrier

3.1.5.9.2. Healthstat shall provide client access and training to the Business Intelligence Dashboard (BID) to run basic reports

3.1.5.10. Clinic Setup

3.1.5.10.1. [Client Name] shall provide the clinic supplies and equipment outlined on the Client Checklist provided by the Implementation Manager

3.1.5.10.2. [Client Name] shall provide indoor and outdoor signage for the clinic

3.1.5.10.3. [Client Name] shall provide décor for the clinic

3.1.5.10.4. [Client Name] shall provide cleaning services for the clinic

3.1.5.10.5. [Client Name] shall provide telephone and internet service and support to the [Name of Clinic] staff for these services

3.1.5.10.6. [Name of Clinic] staff along with Healthstat trainers shall setup the clinic during training weeks

3.1.5.10.6.1. Healthstat shall request assistance from [Client Name] to assemble furniture, hang equipment on the walls, and to move heavy furniture

3.1.5.11. Training

3.1.5.11.1. Healthstat shall train the clinic staff on the following

3.1.5.11.1.1. eClinicalWorks (EPM/EMR)

3.1.5.11.1.2. Patient Portal

3.1.5.11.1.3. Dispensing

3.1.5.11.1.4. Policy & Procedures

3.1.5.11.1.5. Work Flow with patients

3.1.5.11.2. [Client Name] shall provide training for the staff on the following

3.1.5.11.2.1. Employee Medical/Pharmacy Benefits

3.1.5.11.2.2. Employee Wellness Programs and Campaigns

3.1.5.11.2.3. Office supply ordering

3.1.5.11.2.4. Phone System

3.1.5.11.2.5. Security (if applicable)

3.1.5.12. Marketing Plan

3.1.5.12.1. Healthstat shall provide a PowerPoint presentation for education sessions

3.1.5.12.2. Healthstat shall conduct education sessions for all managers and employees

3.1.5.12.3. Healthstat shall provide the following electronic marketing materials to be printed and distributed by [Client Name]

3.1.5.12.3.1. Education Session flyer

3.1.5.12.3.2. Health Risk Assessment reminder flyer

3.1.5.12.3.3. Payroll stuffer

3.1.5.12.3.4. Clinic brochure

3.1.5.12.3.5. Clinic poster

3.1.5.12.3.6. Sample FAQ's

3.1.5.13. Billing

3.1.5.13.1. Healthstat shall send invoices via email to [Client Contact]

3.1.5.13.2. [Client name] shall remit payment by the 20th day of the month via ACH

3.1.5.13.3. [Client name] shall provide any forms to Healthstat and third party vendors to setup as a vendor to receive payment

3.1.5.14. Occupational Medicine

3.1.5.14.1. Drug Screening

3.1.5.14.1.1. Healthstat shall provide a standard five panel lab based urine test for the following scenarios

3.1.5.14.1.1.1. DOT

3.1.5.14.1.1.2. Pre-employment

3.1.5.14.1.1.3. Random

3.1.5.14.1.1.3.1. HS shall select the random candidates and submit to [Client Contact] or Client shall select the random candidates and provide to Healthstat

3.1.5.14.1.1.4. Post-accident

3.1.5.14.1.1.5. Reasonable suspicion

3.1.5.14.1.2. Healthstat shall provide the screening results to [Client Contact]

3.1.5.14.2. Healthstat shall perform pre-employment and DOT physicals as needed

3.1.5.14.3. Healthstat shall perform breath alcohol tests as needed

3.1.5.14.4. Healthstat shall perform audiogram exams as needed

3.1.5.15. Worker's Compensation

3.1.5.15.1. [Name of Clinic] staff shall triage any injuries and refer to in-network specialist if needed

3.1.5.15.2. [Name of Clinic] staff shall perform follow up visits if the injury is within clinic scope of services

3.1.5.15.3. [Name of Clinic] shall complete return to work forms

3.1.5.16. Clinic Operations

3.1.5.16.1. Healthstat shall perform the scope of services outlined in Schedule "A" which provides an overview of the broad scope of diagnoses, procedures, and services that may be rendered in Healthstat onsite clinics (not a complete list). Healthstat onsite clinicians make all treatment decisions with the health, well-being and best interest of the patient as the foremost goal

3.1.5.17. Guarantee

3.1.5.17.1. Healthstat shall send a mutually agreed upon Patient Satisfaction Survey to all participants after the first full year of operations

3.1.5.17.2. Percentage of prescriptions are generic

Approval

Name	Title	Organization	Signature	Date
Warren Hutton	COO	Healthstat		
[Client Name]	[Client Title]	[Client]		

Schedule "A"

PREVENTIVE HEALTH MAINTENANCE

Routine Physical / Well Check

Wellness counseling

Vital Signs

- Temperature
- Blood pressure
- Respiratory rate
- Heart rate

Women's Health

- Pap smears
- Pregnancy Testing (urinalysis/blood)
- Family planning
- Mammogram referral

Immunizations

- Hepatitis A Vaccine and Antibody
- Hepatitis B Vaccine
- Influenza
- Tetanus
- Pneumococcal
- Polio (IPV)
- Rotavirus
- DTaP/Tdap -*diphtheria, tetanus, pertussis*
- Varicella
- Meningococcal
- Shingles
- Gardasil (HPV)
- As needed for travel

CHRONIC CONDITION & DISEASE MANAGEMENT
MANAGEMENT OR CARE COORDINATION

Overweight / Obesity

Cardiac Health

COPD

Diabetes

Hyperlipidemia

Hypertension

Thyroid Conditions

Asthma

Allergies

Arthritis

Gout

GERD

Psychiatric Disorders

ACUTE / EPISODIC
DIAGNOSIS AND TREATMENT

CONSTITUTIONAL / GENERAL

Fever
Vertigo / Dizziness
Headaches
Allergies
Anemia
Pulse oximetry

HEAD AND NECK

Conjunctivitis
Minor eye foreign body removal
Sore and Strep Throat
Ear ache / infection
Audiometry*
Vision testing - *wall chart is standard**

PSYCHIATRIC

Depression
Anxiety

RESPIRATORY

Cold / influenza
Bronchitis
Laryngitis
Sinusitis
Nebulizer treatment

CARDIOVASCULAR

Auscultation
Non-emergent chest pain

MUSCULOSKELETAL

Muscle strain / sprain
Steroid injections
Splints / braces
Repetitive use / cumulative trauma

GASTROINTESTINAL

Ulcers
Reflux disease
Constipation
Diarrhea

GENITOURINARY

Urinary tract infection
PAP smears – see women's health

SKIN

PPD skin test

Abrasions / Contusions

- Simple laceration cleaning and repair
- Wound care (non-complex)
- Suture removal

Acne

Rashes

- Shingles
- Contact dermatitis
- Allergic dermatitis
- Eczema
- Psoriasis
- Hives

Burns

Cellulitis

Ingrown nails

Insect bites

Fungal infections

Skin tag/wart removal

Splinter removal

Skin biopsy (shave, punch)

Animal / human bites

Puncture wounds

COMMON SPECIALTY REFFERALS OUTSIDE PROVIDERS

Physical Therapy

Orthopedic Surgery

Cardiology

Dermatology

EMERGENCY SITUATIONS

Chest pain

Breathing problems

Stroke

Head trauma

Unconsciousness

Foreign body obstructions

Fractures

Amputations

Moderate to severe burns

Soft tissues injuries

Electrical shock

Chemical exposures

Poisoning

Multiple traumas

Severe lacerations (multi-layer closure or reconstruction)

Severe allergic reaction / anaphylaxis

Other emergencies as determined by clinic provider

DIAGNOSTIC SERVICES
REFERRED OUT OF CLINIC

X-ray
CT
MRI
PET Scan
Mammogram
Ultrasound
EKG
Echocardiogram
Pulmonary function testing

PATHOLOGY SERVICES
SAMPLES COLLECTED ONSITE

- Skin biopsy (shave, punch)
- Pap smears

LABORATORY SERVICES
SAMPLES COLLECTED ONSITE

- Urinalysis
 - Drug testing – *see occupational medicine*
 - Urinary tract infection
 - Hematuria
 - Pregnancy testing – *see women's health*
 - Electrolyte balance
 - Renal function
- Phlebotomy
 - Lipid Panel /Cholesterol screening
 - LDL
 - HDL
 - VLDL
 - Triglycerides
 - HDL to LDL ratio
 - Pregnancy testing – *see women's health*
 - Medication level monitoring
 - CBC – *complete blood count*
 - Hemoglobin
 - RBC
 - WBC
 - Hematocrit
 - Platelets
 - Complete metabolic panel – *blood chemistry*
 - Liver function
 - Electrolyte – *BMP (electrolytes only)*
 - Glucose / Hemoglobin A1c
 - TSH
- CLIA Waived
 - Rapid strep test (RST)
 - Monospot
 - Rapid pregnancy test

- Rapid glucose test

**MEDICATION DISPENSING
REQUIRES ONSITE DISPENSARY**

Standard dispensary medications

Injections

- Allergy shots
- Steroids
- Epinephrine (while waiting for EMS)
- Immunizations

OCCUPATIONAL HEALTH

INDUSTRIAL MEDICINE

WORKER'S COMPENSATION

ENVIRONMENTAL MEDICINE

- Post Offer Physical Examination
- Pre-Employment Drug Testing – Urine based (DOT and non-DOT)
- Department of Transportation (“DOT”) Services
- Random & Post Accident Drug Testing – Urine based (DOT and non-DOT)
- Breath Alcohol Testing
- Medication Dispensing for workers’ compensation prescriptions
- Initial, Periodic DOT Physicals & Certifications-(*)(****)
- Initial, Periodic Firefighter Physicals Only
- Initial, Periodic Criminal Justice Physicals Only
- Respirator Fit Evaluations-administer questions only
- Audiometry and Whisper Test (*)
- Audio Booth Testing- (*) (**)
- Blood Alcohol Testing
- EKG(*)
- Lab Studies
- Pulmonary Function Testing-(*) (**)
- Vision Testing (*)
- Work Site Analysis
- Accident/Illness Trending
- Occupational Therapy (“OT”)Services(***)
- Medical Care that can be referred out of clinic (ALL REFERRALS MUST BE COORDINATED BY RISK MANAGEMENT)
 - Diagnostic Tests for Fire/Police- Varies by state; subcontractor; additional cost unknown
 - CT & MRI Scans
 - X-Rays for sinus, lower back, limbs, etc.
 - Specialist Referrals (orthopedics, endocrine, etc.)
 - Amputations
 - Head Trauma
 - Chemical exposures
 - Multiple trauma
 - Compound fractures
 - Severe Burns
 - Electrical Shock
 - Soft Issue Injuries
 - Eye injuries (chemical exposure, puncture, multiple foreign bodies)
 - Foreign Body puncture wounds

- Fractures (if clinic is not equipped with X-ray machine*)
- Severe Lacerations (multi-layer closure or reconstruction)
- Unconscious Patient
- Hepatitis Immunizations
- Minor Injuries
- Abrasions
- Burns
- Contusions
- Foreign Body Removal (splinters, small subcutaneous punctures)
- General Medical (medications, splints, braces, etc.)
- General triage for Musculoskeletal injuries
- Lacerations
- Minor Eye conditions (abrasions, Splash Injuries, foreign bodies)
- Nail Avulsions
- Puncture Wounds
- Sprains/Strains
- Work Restrictions
- Minor injury follow up
- Bandage/Dressing Change
- Fit for Duty Evaluation
- General Medical
- Suture removal
- Wound Care

(*) Services will be dependent upon equipment available and secured for use in the onsite clinic, if not, additional equipment cost will apply.

(**) Additional cost for certifications; additional equipment is needed; training cost including additional cost for HS corporate trainer and travel. Cost can vary by staff needed, certification requirements, amount of training hours, and clinic location(s).

(***) Additional cost associated with staff and dependent on services rendered by OT.

(****) To render services, it's required that Provider must have certification by 1/1/20__ to render DOT Physicals and Certifications.

Exhibit "H":

ONSITE PREPACKAGED MEDICATION

HS Services

1. HS shall provide the Plan services set forth in this Agreement as soon as reasonably practical after the opening of the clinic but in no event more than ninety (90) days after clinic opening.
2. HS shall coordinate the establishment of the Dispensary in each Onsite Clinic listed below:

Clinic Name	Clinic Location (City, State)
TBD	Dayton, OH

3. HS shall coordinate the licensing of the Clinic Provider, Pharmacist and Dispensary according to applicable state laws.
4. Adjudicating to a Pharmacy Benefit Manager is not included.
5. HS shall coordinate the delivery of a cabinet which will be designated as the Dispensary to store the medication which will be distributed by the Clinic Provider.
6. HS shall coordinate the delivery of the initial supply of medication as listed below, which may change from time to time:



Brand	Generic	Strength	Qty	Form
VENTOLIN HFA	Albuterol Sulfate	90MCG	8GM	INH
Norvasc	Amlodipine Besylate	5MG	90	TABS
Augmentin	Amox/Pot Clav	875/125MG	20	TABS
Amoxil	Amoxicillin	500MG	30	CAPS
TENORMIN	ATENOLOL	50MG	90	TABLETS
LIPITOR	ATORVASTATIN CALCIUM	40MG	90	Tablets
Z-Pak	AZITHROMYCIN (#6/Card)	250 MG	6	TABS
Lotensin	Benazepril HCl	20MG	90	TABS
Tessalon Perles	BENZONATATE	100MG	30	CAPS
Keflex	Cephalexin	500MG	20	CAPS
Zyrtec	CETIRIZINE HYDROCHLORIDE	10MG	30	TABS
Cipro	Ciprofloxacin	500MG	14	TABS
Celexa	Citalopram	20MG	30	TABS
Flexeril	Cyclobenzaprine	10mg	20	TABS
Nexium	Esomeprazole	20MG 24HR	42	CAP
Prozac	Fluoxetine	20MG	30	CAPS

Flonase	FLUTICASONE PROPIONATE	50MCG	16	SPRY
Glucotrol	Glipizide	5MG	30	TABS
Glucovance	Glyburide and/metformin	2.5-500	60	TABS
HydroDiuril	Hydrochlorothiazide/(HCTZ)	25MG	90	TABS
Motrin	Ibuprofen	800MG	30	TABS
Synthroid	Levothyroxine Sodium	88MCG	30	TABS
Synthroid	Levothyroxine Sodium	75MCG	30	TABS
Synthroid	Levothyroxine Sodium	50MCG	30	TABS
Zestril or Prinivil	Lisinopril	20MG	90	TABS
Zestril or Prinivil	Lisinopril	10MG	90	TABS
Cozaar	Losartan Potassium	100MG	90	TABS
MEVACOR	LOVASTATIN	20MG	90	Tablet
Glucophage XR	Metformin	500MG	90	TABS
Glucophage	Metformin HCl	1000MG	90	TABS
Singulair	Montelukast	10MG	30	TAB
Prilosec	Omeprazole	20MG	90	CPDR
Deltasone	Prednisone	5MG	21	TABS
Phenergan	Promethazine	25MG	20	TABS
Zoloft	Sertraline HCl	50MG	30	TABS
Zocor	Simvastatin	40MG	90	TABS
Zocor	Simvastatin	20MG	90	TABS
Bactrim DS	Sulfamethoxazole/Trimethoprim	800-160	14	TABS
Kenalog	Triamcinolone Acetonide	1%	15GM	CREAM

7. HS shall coordinate inventorying and re-stocking of medication in the Dispensary.
8. HS shall coordinate training of the Clinic Provider regarding the distribution procedures for the Dispensary.
9. HS shall coordinate supervision of the Clinic Provider by their overseeing physician in order to comply with state regulations, as required.
10. HS shall coordinate the delivery and installation of the dispensary platform.

Administrator Services

1. Administrator shall provide HS access to the Onsite Clinic(s) to set-up, audit and oversee the Dispensary.
2. Administrator shall assure all mandated physical space requirements are met (lockable room, permanent affixing, etc.), as required by law.
3. Administrator shall educate the clinic participants regarding the availability and benefits of the Dispensary and any obligations they may have to qualify for the Dispensary program.
4. Administrator shall assure the security of the Onsite Clinic where the Pharmacy will be located.
5. Administrator shall provide Business Class DSL or high-speed cable internet connection that does not run through Administrator's network.

Compensation

1. Administrator shall pay HS direct set-up costs of **\$6,000.00** at the time this Agreement is signed.

The direct set up costs per clinic for the pre-packaged medication dispensing program include all necessary equipment, training and set up to operate the Onsite dispensary.

This includes:

- all dispensary computer systems (required computer hardware, software, printer, bar code scanner);
- cabinets to house pre-packaged medications;
- trainer, training and Onsite set up of dispensary.

The initial stock of pre-packaged medications is an additional cost, and not included in the direct set up costs for the program.

Administrator shall incur indirect costs for the pre-packaged medication program. These indirect costs include all pre-packaged medication shipping cost, all taxes (if any), and the costs for a circuit-protected electrical source, supplies, internet access and cabling.

2. Administrator shall compensate HS for the medication supplied in the Onsite Clinic and the indirect cost as listed above in accordance with the price billed by HS for the medication and the indirect cost. Administrator understands there are no returns or refunds of any pre-packaged medications.
3. Administrator shall remit payment within fifteen (15) days of receipt of each invoice issued by HS. In the event that payment is not received by HS within fifteen (15) days of the date of the invoice, a late payment penalty in the amount of one and one-half percent (1½ %) per month shall accrue on the unpaid balance for each month or fraction thereof that payment is late.
4. Administrator may terminate this Agreement without cause upon sixty (60) days written notice to Healthstat.

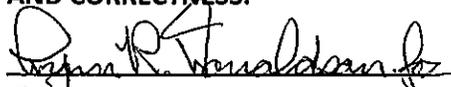
Privacy and Security of Employee Health Information

1. HS and Administrator acknowledge and agree that some of the services provided under this Agreement may involve the sharing of protected health information ("PHI" as defined under 45 C.F.R. § 164.501) of Administrator's workforce. HS agrees to maintain the privacy of such information in accordance with the business associate provisions set forth under the Privacy Regulations adopted by the United States Department of Health and Human Services pursuant to HIPAA and comply with the Business Associate Agreement included as an Exhibit in the Health Risk Management Agreement.
2. The parties agree to revise the Business Associate Agreement as necessary in order to comply with current or subsequent regulations adopted pursuant to HIPAA.
3. Confidentiality of Information. HS and shall maintain the confidentiality of data and information gathered, delivered and/or exchanged as further described in the HIPAA Business Associate Agreement.
4. Upon termination of this Agreement, each party agrees to return to the other all proprietary information of the other party in their possession including, without

limitation, any documentation evidencing Administrator's or HS' policies and procedures, or, give written assurances of its destruction.

Healthstat, Inc. FY-2017

APPROVED AS TO FORM
AND CORRECTNESS:



City Attorney

APPROVED BY THE COMMISSION OF
THE CITY OF DAYTON, OHIO:

_____, 2016

Min. Bk. ____ Pg. ____

Clerk of the Commission



City Manager's Report

3

From 2380 - Planning & CD Director

Date July 27, 2016

Expense Type Service Agreement

Total Amount \$50,000.00

Supplier, Vendor, Company, Individual

Name Joint Office of Citizen Complaints, Inc.

Address 11 W. Monument St., Suite 606
Dayton, Ohio 45402

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Operating	10000-2380-1231-11	\$50,000.00

Includes Revenue to the City Yes No Affirmative Action Program Yes No N/A

Description

The Department of Planning and Community Development is requesting approval to enter into an Agreement with the Joint Office of Citizen Complaints (Ombudsman's Office) in the amount of \$50,000.00.

The Joint Office of Citizen Complaints will serve as a point of contact to receive and resolve citizen inquiries and concerns. In this capacity, they shall serve approximately 10,000 people during the 2016 calendar year by providing information, referrals, and investigative services to citizens who have contacted the Ombudsman's Office with complaints regarding government services and/or operations. These services are free to the public and there are no eligibility requirements.

The total 2016 program budget for resolving citizen inquires and concerns is approximately \$155,000.00. In 2015, 4,375 of the 11,526 citizens served through this program were Dayton residents.

This Agreement has been reviewed by the Law Department as to form and correctness. This Agreement shall commence upon execution by the City, and shall terminate on December 31, 2016.

A certificate of funds in the amount of \$50,000.00 is attached.

Edm Morris
 Division _____
Ann K Jonell
 Department _____
Thomas J Clements
 City Manager _____

Signatures/Approval

Approved by City Commission

 Clerk

 Date

AGREEMENT

THIS AGREEMENT, dated this _____ day of _____, 2016, is between the CITY OF DAYTON, OHIO, a municipal corporation in and of the State of Ohio ("City"), and the JOINT OFFICE OF CITIZEN COMPLAINTS, INC., a not-for-profit corporation existing under the laws of the State of Ohio ("Contractor").

ARTICLE I. SCOPE OF SERVICES

Contractor shall provide services as described in Exhibit A, attached hereto and made a part hereof, in a manner satisfactory to the City ("Services"). These Services include assisting citizens in resolving complaints regarding government services and/or operations by providing information, referral, and investigative services. Complaint resolution services will be provided in an impartial, confidential, and non-litigious manner. Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services to be provided under this Agreement as is ordinarily possessed and exercised by an organization under similar circumstances.

ARTICLE II. TERM OF CONTRACT

This Agreement shall commence upon execution by the City and shall terminate on December 31, 2016, or at such time as all funds hereunder are expended, whichever date occurs first.

ARTICLE III. PAYMENT

The City grants funds in the amount of FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$50,000.00) to Contractor for the Services to be performed pursuant to this Agreement. Contractor shall submit a request for disbursement of funds to the City, and the City shall tender grant funds within thirty (30) days from receipt of the disbursement request.

ARTICLE IV. INDEPENDENT CONTRACTOR

By executing this Agreement, Contractor acknowledges and agrees that Contractor will be providing all Services to City as an Independent Contractor. As an Independent Contractor for City, Contractor will be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this Article. Contractor will have no authority to assume or create any obligation on behalf of, or in the name of City, without the express prior written approval of a duly authorized representative of City.

Contractor and its employees, agents, contractors, and any persons retained to perform the Services are not City employees and understand, therefore, that they will not be entitled to, nor make any claim for, any of the emoluments of employment with the City. Further, Contractor will be solely responsible to withhold and pay, or cause such agents, contractors, and sub-contractors to withhold and pay, all applicable local, state and federal taxes.

ARTICLE V. ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement without the prior written consent of the City. Unless otherwise stated in the City's written consent to an assignment, no assignment will release or discharge Contractor from any obligation under this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall preclude Contractor from retaining the services of contractors, consultants, and the assistance of other organizations in the performance of the services hereunder.

ARTICLE VI. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or

recruitment advertising, lay-off determination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood by Contractor that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton constitutes a material condition of this Agreement as fully and as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof, entitling the City of Dayton to terminate this Agreement at its option.

ARTICLE VII. RECORDS TO BE MAINTAINED BY THE CONTRACTOR

Contractor shall keep accurate and complete records of all Services provided. All costs and expenditures related to the Services and this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other accounting documents, pertaining in whole or in part to this Agreement, and shall be clearly identified, and readily accessible to the City. At any time during normal business hours and as often as the City may deem necessary, Contractor shall make available to the City and/or its designees all of its financial, personnel, and employment records, with respect to this Agreement, and will permit the City and/or its designee to audit, examine, and make excerpts or transcripts from such records and shall arrange for independent audits of all contracts/agreements, invoices, materials, payrolls, records of personnel, conditions of employment, and other financial data. In performing any independent audit, Contractor shall require the auditor to comply with all applicable City rules and regulations governing such procedures.

ARTICLE VIII. LIABILITY

The parties hereby agree to release each other from any and all liability that may be caused by or arise out of the wrongful and/or negligent conduct of the parties' respective employees and agents in the performance of the Services. Notwithstanding, neither party hereby waives any available immunity under the law. This Article shall survive expiration and/or termination of this Agreement.

ARTICLE IX. TERMINATION

The City or Contractor may terminate this Agreement, upon giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination, or at any time upon mutual written agreement. The notice shall state the date upon which such action is effective. In the event that this Agreement is terminated, Contractor shall be paid for all work and services provided and all supplies and materials procured up to the date of termination specified within the notice, and the City shall have no other responsibility to Contractor.

ARTICLE X. MEETINGS AND EVALUATION

Contractor shall meet with the City and/or its designees at such times designated by the City to review and discuss Contractor's performance of this Agreement. Contractor shall allow the City to conduct on-site inspections, tests, and monitoring of its financial, personnel, and employment activities pursuant to this Agreement, and will cooperate with the City in all respects concerning the review and monitoring of Contractor's performance.

ARTICLE XI. PROJECT REPORTING

Within ninety (90) days after expiration or termination of this Agreement, Contractor shall submit a cumulative report to the City. This report shall be in a format approved by the City, and it shall detail all sources and uses of funds and describe Contractor's activities and outcomes of the Services provided. This Article shall survive termination or expiration of this Agreement.

ARTICLE XII. GENERAL PROVISIONS

A. Amendment

City or Contractor may request to amend this Agreement at any time. Upon mutual agreement to amend this Agreement, the amendment shall be reduced to writing, which shall make specific reference to this Agreement, approved by the City's Director of Planning and Community Development, signed by a duly authorized representative of the City and Contractor, and, if required or applicable, approved by the Commission of the City of Dayton, Ohio.

B. Waiver

A waiver by the City of any breach of this Agreement shall be in writing. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it is given, and shall not affect the City's rights with respect to any other or further breach.

C. Notices and Communications

Any written notice, invoice, or other communication required or permitted by this Agreement shall be made in writing and shall be delivered personally or sent by express delivery, certified mail, or first class U.S. mail, postage pre-paid, to the address specified herein. Such written communication or notice shall be addressed to:

City of Dayton:

Dept. of Planning & Comm. Dev.
101 W. Third St.
Dayton, Ohio 45402
Attn: Erin N. Ritter
(937) 333-3816
Fax (937) 333-4281
Erin.Ritter@daytonohio.gov

Contractor:

Joint Office of Citizen Complaints
11 W. Monument Ave. Suite 606
Dayton, Ohio 45402
Attn: Diane Welborn
(937) 223-4613
Fax (937) 228-1183
welborn@dayton-ombudsman.org

Nothing contained in this Section shall be construed to restrict the transmission of routine communications between representatives of the City and Contractor.

D. Conflict of Interest

This Agreement shall not be interpreted or constructed as to preclude, prevent or restrict Contractor from agreeing or otherwise contracting with other parties aside from the City; provided, however, that such other contract work in no way impedes Contractor's ability to perform the Services required under this Agreement.

Contractor represents that no member of the governing body of the City and no other officer, official agent, or employee of the City has any personal financial interest, direct or indirect, in Contractor's business. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would cause conflict in any manner or degree with the performance of this Agreement. Contractor will immediately report the discovery of any potential conflict of interest to the City.

E. Applicable Law/Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any suit regarding this Agreement must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

F. Entire Agreement/Integration

This Agreement, including Exhibit A, represents the entire integrated Agreement between the City and Contractor. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.

G. Political Contributions

Contractor affirms and certifies that it complies with Ohio Revised Code 3517.13 limiting political contributions.

H. Liquidated Damages

Contractor agrees and acknowledges that the City could use these grant dollars to expand its Mediation Center or provide other public services, but by choosing to enter into this Agreement, the City is foregoing those options. Contractor agrees that the City shall be entitled to a full return of the FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$50,000.00) provided herein in addition to any other remedies allowed by law should Contractor violate the terms of this Agreement.

IN WITNESS WHEREOF, the City and Contractor, each by a duly authorized representative, have executed this Agreement as of the date first set forth above.

WITNESSETH:

CITY OF DAYTON, OHIO

City Manager

WITNESSETH:

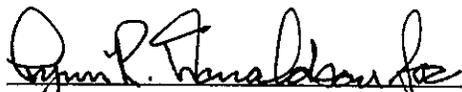
JOINT OFFICE OF CITIZEN COMPLAINTS

By: _____

Its: _____

APPROVED AS TO FORM
AND CORRECTNESS:

APPROVED BY THE COMMISSION
OF THE CITY OF DAYTON, OHIO:



City Attorney LJB

_____, 2016

Min./Bk. _____ Page _____

Clerk of the Commission

EXHIBIT A

Joint Office of Citizen Complaints
Scope of Services

Contractor shall serve as a point of contact to receive and resolve citizen inquiries and concerns. In this capacity, Contractor shall serve approximately 10,000 people during calendar year 2016 by providing information, referral and investigative services to citizens who have contacted Contractor with complaints regarding government services and/or operations. Contractor's services are free to the public and there are no eligibility requirements. Contractor's services are available to the public by telephone, mail, personal contact, local media, and via civic and educational meetings held during the year throughout the community.

Under the terms of this Agreement, Contractor shall provide the following services:

- Investigate and assist in resolving citizen complaints regarding government services and/or operations;
- Assist citizens in resolving complaints in an impartial, confidential, and non-litigious manner;
- Refer citizens to appropriate private and public organizations that can assist them in obtaining needed services;
- Assist citizens with non-governmental issues such as emergency assistance, eviction prevention, and landlord-tenant complaints, according to available resources in the agency and in the community;
- Make connections between public and private agencies, and provide information about the public or private agency best suited to resolve the complaint or ameliorate the problem;
- Analyze complaints to identify patterns that may reveal systemic problems and convene those persons and/or agencies that can institute needed changes; and
- Monitor public policy and program changes occurring at the local, state, and federal level in order to remain knowledgeable about rules, regulations, and appropriate avenues of redress.

1st Reading
6-201-16

4.

By.....

No.....

A RESOLUTION

Authorizing the Acceptance of a Grant in the Amount of Twenty-Two Thousand Seven Hundred Seventy-Two Dollars (\$22,772.00) from the Montgomery County Solid Waste District Incentive Grant Program and Authorizing the Required Matching Funds in the Amount of Nine Thousand Seven Hundred Sixty Dollars (\$9,760.00).

WHEREAS, Montgomery County, through its Montgomery County Solid Waste District Incentive Grant Program, provides funding to Montgomery County Solid Waste District members to increase participation in waste reduction efforts and community recycling programs; and

WHEREAS, The Montgomery County Solid Waste District Incentive Grant Program has offered Twenty-Two Thousand Seven Hundred Seventy-Two Dollars (\$22,772.00) in grant assistance to the City of Dayton in furtherance of the recycling program at the Dayton International Airport ("Grant"); and

WHEREAS, Acceptance of the Grant requires the City to provide Nine Thousand Seven Hundred Sixty Dollars (\$9,760.00) in matching funds toward the recycling program at Dayton International Airport for a total project cost of Thirty-Two Thousand Five Hundred Thirty-Two Dollars (\$32,532.00); now, therefore,

BE IT RESOLVED BY THE COMMISSION OF THE CITY OF DAYTON:

Section 1. That the City Manager, or her designee, is authorized and directed on behalf of the City of Dayton to accept a Grant from the Montgomery County Solid Waste District Incentive Grant Program, in an amount not to exceed Twenty-Two Thousand Seven Hundred Seventy-Two Dollars (\$22,772.00).

Section 2. That the City Manager, or her designee, is authorized and directed on behalf of the City of Dayton to encumber funds in the amount of Nine Thousand Seven Hundred Sixty Dollars (\$9,760.00) to match the Grant, and to execute any necessary contracts or other documents in connection with the acceptance or use of the Grant and the matching funds.

ADOPTED BY THE COMMISSION....., 2016

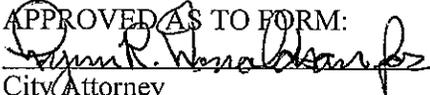
SIGNED BY THE MAYOR , 2016

Mayor of the City of Dayton, Ohio

ATTEST:

Clerk of Commission

APPROVED AS TO FORM:



City Attorney



MEMORANDUM

July 6, 2016

TO: Shelley Dickstein
City Manager

FROM: Terrence G. Slaybaugh, Director
Department of Aviation

SUBJECT: Resolution – Montgomery County Recycling Incentive Grant Acceptance Letter and Resolution

The Department of Aviation wishes to present a Resolution for consideration by the City of Dayton Commission authorizing the acceptance of a grant in the amount of \$22,772.00 from the Montgomery County Solid Waste District Incentive Grant Program and authorizing the required matching funds in the amount of \$9,760.00 for a total project cost of \$32,532.00. The source of the matching funds will be Aviation Capital.

Attached are two (2) executable copies of the Resolution approved by the Law Department. Also, attached for your reference are copies of the Grant Award Letter, and Letter of Acceptance. If there are any questions regarding the Resolution, please contact me at 454-8212.

cc: J. Parlette
T. Clements
M. Cross

TS:mc

**INCENTIVE GRANT PROGRAM
Montgomery County Solid Waste District**

LETTER OF ACCEPTANCE

This Letter of Acceptance is agreed to by _____ as a
(Individual's first and last name)
representative of the **City of Dayton (Airport)**, hereinafter referred to as a recipient participating in Montgomery County Solid Waste District's Incentive Grant Program.

WHEREAS, the Montgomery County Solid Waste District is committed to integrated waste management techniques, including waste reduction and recycling, and;

WHEREAS, the purpose of the Incentive Grant Program is to provide funding for local governments to effectively increase participation in waste reduction efforts and community recycling programs, and;

WHEREAS, the following terms and conditions shall govern participation in the Incentive Grant Program:

1. All grant funds must be used for the approved activities set forth in the Award Letter.
2. The grant recipient will provide the initial funds to operate specified programs. The Solid Waste District will reimburse recipient upon receipt of proof of paid invoice(s) for approved activities, not to exceed the amount set forth below.
3. Grant recipient must submit a summary report of all approved activities at the end of the project or by **October 28, 2016**, whichever is earlier.
4. To be eligible for further rounds of grant funding, grant recipient must submit 2016 recycling data for Ohio EPA Annual Report by March 31, 2017.
5. Grant recipient must provide applicable maintenance, insurance and liability for equipment purchased with grant funds.

AGREED and ACCEPTED

SWD:\$22,772.00

City/Organization: \$9,760.00

(name of governmental jurisdiction)

By:

(signature)

(print signature)

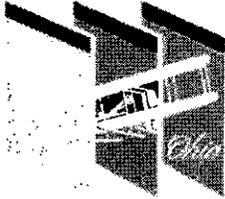
Address:

Date: _____

APPROVED AS TO FORM AND CORRECTNESS



CITY ATTORNEY *LTB*



MONTGOMERY
C O U N T Y

DEPARTMENT OF ENVIRONMENTAL SERVICES

**MONTGOMERY COUNTY
SOLID WASTE DISTRICT**

2550 Sandridge Drive
Dayton, Ohio 45439
937-225-4999

www.mcswd.org

COUNTY COMMISSIONERS

Dan Foley
Judy Dodge
Deborah A. Lieberman

COUNTY ADMINISTRATOR

Joseph P. Tuss

DEPARTMENT DIRECTOR

Patrick Turnbull, P.E.

April 29, 2016

City of Dayton
Dayton International Airport
Mr. Michael Cross
3600 Terminal Drive
Vandalia OH 45377

Dear Mr. Cross:

On April 27, 2016 the Montgomery County Solid Waste Management Policy Committee approved the following 2016 Incentive Grant application(s).

Item	SWD Amount	Jurisdiction Amount
Purchase of (10) dual trash/recycling containers and (2) BigBelly Dual Solar Compactors.	\$ 22,772.00	\$9,760.00
	\$	\$
TOTAL	\$22,772.00	\$9,760.00

This year the Solid Waste Management Policy Committee received 19 applications and approved 15 for funding. The District received grant requests totaling \$305,555.34 with the committee approving \$245,080.63.

The District asks that you:

- 1) Sign and return the enclosed Letter of Acceptance to the Montgomery County Solid Waste District, Attn: Barbara Asberry, 2550 Sandridge Drive, Moraine, Ohio 45439.
- 2) Submit proof of paid invoice(s) for approved programs and activity reimbursement. These invoices need to be submitted by **October 28, 2016**. Please submit all invoices to the Montgomery County Solid Waste District, Attn: Barbara Asberry, 2550 Sandridge Drive, Moraine, Ohio 45439.
- 3) Recycled content products must have signage or must conspicuously display they are made from recycled materials. **All signage must be approved by Montgomery County Solid Waste District.**
- 4) Submit pictures of the project once it is completed.

We appreciate the efforts of your jurisdiction to enhance and increase recycling, waste minimization and composting in your community. If you have any questions, please contact me at 781-3062 or by e-mail at asberryb@mcoho.org

Sincerely,

Barbara Asberry
Business Program Specialist

GRANT APPLICATION APPROVAL FORM

Date: March 16, 2016

Department/Division: Department of Aviation
 Submitting Application: Michael Cross

Project Title: Recycling at the Dayton International Airport

CFDA Title and Number:

(CFDA = Catalog of Federal Domestic Assistance. This information is required by the Department of Finance if the original source of the money is from the federal government, even if the application is going to a state or local authority.)

Brief Description of Project: The continuation of the Airport Recycling program includes installing 10 professionally designed Recycling Stations in the Airport Terminal and 2 dual stream solar trash/recyclables compactors in the newly reconstructed Blue Long Term parking lot. The total project cost is calculated to be \$32,532 with 70% or \$22,772 being requested from the Grant.

Name and phone of staff person to be called when signed application is ready: Michael Cross

Name of staff person responsible for this grant: Michael Cross

Deadline for submission to funding agency: April 1, 2016

When will grant award decision be made? (Estimate if necessary) May 1, 2016

LEVEL	AGENCY/FUNDING SOURCE	AMOUNT
State		\$
County	Montgomery County Recycling Incentives Grant	\$ 22,772.00
City of Dayton	Department of Aviation – Cash Capital	\$ 9,760.00
Other		
TOTAL		\$ 32,532.00

(Note: City of Dayton funds committed to a grant must be accompanied by a Certificate of Funds.)

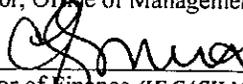
I have reviewed this material and believe it to be correctly completed and believe the project proposed is appropriate for the City of Dayton.

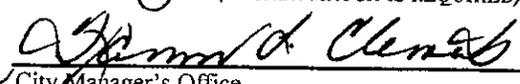
Director's Signature:  3/17/16
 Date

Review and Approval

We have reviewed this material and believe it to be correctly completed and believe the project proposed is appropriate for the City of Dayton.

Barbara Fabris 3-21-16
 Director, Office of Management & Budget Date

 3-28-16
 Director of Finance (IF CASH MATCH IS REQUIRED) Date

 3/30/16
 City Manager's Office Date

